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March 19, 2026

Sent via E-Filing

San Joaquin County Superior Court
Civil Division
180 E. Weber Avenue, Ste. 200
Stockton, California 95202

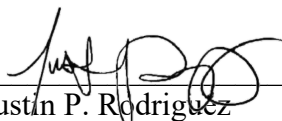
**Re: Hearing Dates For Motion for Preliminary Approval of Class Action
 and PAGA Settlement**
Case Name: *Brown v. Windwalker Security Patrol, Inc., et al.*
Case No. STK-CV-UOE-2023-0010634

Dear Clerk:

Plaintiff requests Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, be set on either April 28, 2026, April 29, 2026, or April 30 2026, in Department 10C at 9:00 a.m.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: _____
Justin P. Rodriguez

cc: Counsel for all Parties (via e-service)

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Justin P. Rodriguez (Cal. State Bar No. 278275)
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Attorneys for Plaintiff KYLI BROWN
individually and on behalf of similarly situated employees

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

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: _____
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

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on _____, at 9:00 a.m., or as soon thereafter as the
3 matter may be heard in Department 10C of the above-entitled Court, Plaintiff Kyli Brown, individually
4 and on behalf of all other similarly situated individuals, will move for entry of an Order for the
5 following:

- 6 1. Preliminarily certifying the proposed class herein for purposes of settlement;
- 7 2. Preliminarily appointing Plaintiff Kyli Brown as Class Representative for purposes of
8 settlement;
- 9 3. Preliminarily appointing Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of
10 settlement;
- 11 4. Preliminarily approving the proposed class action and Private Attorney's General Act
12 settlement, in the amount of \$200,000, which is incorporated herein by reference;
- 13 5. Preliminarily approving the application for payment to Class Counsel of attorneys' fees in
14 the amount of 35% of the Gross Settlement Amount;
- 15 6. Preliminarily approving the application for payment to Class Counsel of reasonable costs not
16 to exceed \$17,500;
- 17 7. Preliminarily and conditionally approving the Class Representative Enhancement Payment of
18 \$10,000 to Plaintiff Kyli Brown;
- 19 8. Preliminarily approving the appointment of Apex Class Action, LLC as the Settlement
20 Administrator and for payment to Apex Class Action, LLC for administering said class
21 action settlement in an amount not to exceed \$10,000;
- 22 9. Preliminarily approving the settlement of claims under the Private Attorneys General Act for
23 the total amount of \$20,000, 75% of which will be paid to the Labor and Workforce
24 Development Agency and 25% of which will be paid to Aggrieved Employees;
- 25 10. Approving as to form and content the Notice of Settlement, which provides Class Members
26 information regarding the Settlement, their ability to opt out of, or object to, the Settlement,
27 and which provides instruction on how to dispute an individual's settlement allocation under
28 the proposed Settlement;

- 1 11. Approving the proposed procedures to notify the class and determining that they comply with
2 Class Members' due process rights and directing the Notice of Settlement to be sent by first
3 class mail to Class Members;
- 4 12. Directing Defendants to report employment information as set forth in the Agreement to the
5 Settlement Administrator to administer the settlement proceeds;
- 6 13. Scheduling a fairness hearing on the question of whether the proposed Settlement should be
7 finally approved as fair, reasonable, and adequate;
- 8 14. Directing that any funds from settlement checks that were not cashed by the check cashing
9 deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers
10 Rights under the doctrine of *cy pres*; and
- 11 15. Preliminarily approving and adopting the Proposed Order and its implementation schedule,
12 which is filed herewith and incorporated by reference.

13 This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
14 2699(1)¹, and California Rules of Court 3.769 and 3.764, on the grounds that the proposed class action
15 and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members
16 and should be approved by the Court. This motion will be based on the notice of motion, memorandum
17 of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of Kyli Brown,
18 exhibits, the record and files of this case, and any further oral or documentary evidence introduced at the
19 hearing of this motion.

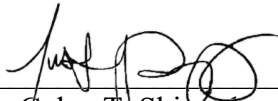
20
21 **The tentative rulings will be posted to the court's website: www.sjcourts.org. Counsel or self-**
22 **represented litigants may access the court's website beginning at 1:30 p.m. on the court day**
23 **immediately preceding the date for which a matter is calendared. The tentative ruling shall**
24 **become the ruling of the court unless there is opposition by counsel or self-represented litigants.**
25 **Any party wishing to contest or argue the tentative ruling must email the court at**
26 **civilcourtclerks@sjcourts.org that they intend to appear remotely or in person no later than 4:00**
27 **PM on the day before the scheduled hearing. The Department, Case number, Case Name, and**
28 **party's name must be in the header of the email. The email must include the Department, Case**
number, Case Name, Motion, party's name and email, date and time of the hearing, issues they

¹ Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because the PAGA notice predates this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

1 plan to argue, and that they have informed the opposing party. The party must also notify affected
2 counsel or unrepresented parties that they intend to appear, no later than 4:00 PM on the day
3 before the scheduled hearing.
4

5 Dated: March 19, 2026

Shimoda & Rodriguez Law, PC

6
7 By: 
8 Galen T. Shimoda
9 Justin P. Rodriguez
10 Renald Konini
11 Attorneys for Plaintiff
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7 Attorneys for Plaintiff KYLI BROWN
individually and on behalf of similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN JOAQUIN**

11
12 KYLI BROWN, individually and on behalf of
all other similarly situated employees,

13
14 Plaintiff,

15 vs.

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

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

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

CLASS ACTION

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: _____
Time: 9:00 a.m.
Dept.: 10C
Judge: Hon. Jayne Lee

Filed: October 6, 2023
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I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiff Kyli Brown (“Plaintiff”) seeks preliminary approval of a non-reversionary wage and hour class action and Private Attorneys General Act (“PAGA”) settlement in the gross amount of \$200,000. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release [“Agreement”]). Plaintiff brought this class action individually and on behalf of similarly situated employees who worked for Defendants Windwalker Security Patrol, Inc., Blanca Berenice Edwards, individually and doing business as Assertive Protective Service, and Richard Valladao Edwards, (“Defendants”) (Plaintiff and Defendants sometimes collectively referred to as the “Parties”). *See generally* Exhibit B (Plaintiff’s Operative Complaint). There are approximately 249 Class Members.

Plaintiff has alleged class and PAGA claims asserting that 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. *See generally* Exhibit B; *see also* Declaration of Justin P. Rodriguez (“Decl. Rodriguez”), ¶¶ 2, 9-10. Plaintiff has also alleged Defendants are liable for civil penalties under the PAGA based on these violations. *See id.*; Exhibit C (Plaintiff’s Ltr. to the Labor and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). Defendants have denied all of Plaintiff’s allegations in their entirety and any liability or wrongdoing of any kind. *See* Decl. Rodriguez, ¶¶ 5, 9. Defendants have also denied that this case is appropriate for class certification other than for purposes of settlement. *See id.* at ¶ 5. However, subject to Court approval, the Parties have been able to compromise and settle all asserted claims as a result of extensive investigations, document and data exchanges, and extended negotiations. *See* Exhibit A. Plaintiff and Plaintiff’s counsel believe the proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Rodriguez, ¶¶ 6-7, 9-10; Declaration of Kyli Brown (“Decl. Brown”), ¶ 11. The Agreement was entered into in good faith by the Parties to resolve heavily contested claims and guarantees a reasonable recovery for Class Members.

1 It is well within the discretion of this Court to grant preliminary approval of the Agreement as it
2 satisfies all applicable criteria under California law. Accordingly, Plaintiff is requesting that the Court:
3 (1) certify the proposed settlement class on a preliminary and conditional basis; (2) grant preliminary
4 and conditional approval of the proposed Agreement (Exhibit A); (3) approve the form and content of
5 the Notice of Settlement (Exhibit F) and the method for providing notice to Class Members as set forth
6 in the Agreement; and (4) adopt the implementation schedule contained in the proposed order.

7 **II. PROCEDURAL AND LITIGATION HISTORY**

8 Plaintiff filed a class action complaint on approximately October 6, 2023, in San Joaquin
9 County Superior Court against Defendants. Plaintiff exhausted administrative remedies under the
10 PAGA by providing notice of the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code §
11 2699.3(a), (c)¹; Decl. Rodriguez, ¶ 3. Then, Plaintiff filed a First Amended Class Action Complaint on
12 approximately December 22, 2023, to include a PAGA claim. A Second Amended Complaint was
13 filed on May 8, 2024, which is the operative complaint. *See id.*; Exhibit B. There is no date set for a
14 motion for certification or trial on this matter. *See* Decl. Rodriguez, ¶ 4.

15 **III. INVESTIGATION AND DISCOVERY CONDUCTED**

16 Plaintiff thoroughly investigated issues affecting certification, the merits of the class and PAGA
17 claims, and potential damages for such claims. *See id.* at ¶¶ 3, 6-10; Decl. Brown, ¶ 5-7, 11. Plaintiff
18 worked during the time all of Defendants' policies and practices at issue in the Complaint were in effect
19 and provided information regarding these policies and practices, enabling pre-filing investigations to
20 take place. *See* Decl. Brown, ¶¶ 2-3. The Parties engaged in formal discovery and exchange of
21 documents, including a representative sampling of employee data, such as timecards, paystubs, payroll
22 data, and relevant policies for the entirety of the statute of limitations applicable to the asserted claims.
23 The discovery covered all aspects of the asserted claims, including certification issues, merits issues,
24 damages, the scope and configuration of Class Members, the content and implementation of the wage
25 and hour policies at issue, and issues relating to manageability concerns at trial, among other relevant
26 areas. *See* Decl. Rodriguez, ¶¶ 6-7. The information allowed Plaintiff to determine the extent and

27
28 ¹ Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because PAGA notice predates this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

frequency of any violations in accordance with Plaintiff's contentions and create an accurate damages model to assess the reasonableness of any settlement. *See id.*

IV. NEGOTIATION AND PROPOSED SETTLEMENT

a. Plaintiff and Defendants Engaged in Extensive Arm's Length Negotiations

The final settlement occurred only after extended, arm's length negotiations. Over the course of more than two years, Plaintiff has been investigating the claims and discussing with Defendants' counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 3, 6-10. The Parties exchanged substantial amounts of information and legal analysis in connection with these discussions. *See id.* It was only after these extended discussions, which included a full day mediation with Kelly A. Knight, that the Parties were able resolve all claims and enter into the Agreement. *See id.* at ¶ 8.

b. The Terms of the Agreement

1. The following groups of individuals are covered by the Agreement: (a) Class Members, which include all non-exempt employees who worked, or continue to work, for Defendants in California at any time between October 6, 2019, up to either (1) the Preliminary Approval Date, or (2) January 10, 2026, whichever is earlier; and (b) Aggrieved Employees, which include all non-exempt employees who worked or continue to work for Defendants in California at any time between October 6, 2022, up to either (1) to the Preliminary Approval Date or (2) January 10, 2026, whichever is earlier. *See Exhibit A, ¶¶ 1.2, 1.5.* There are approximately 249 Class Members and 118 Aggrieved Employees. *See id.*

2. Defendants will pay the Gross Settlement Amount of \$200,000, which is exclusive of the employer's share of payroll taxes. *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount will revert to Defendants. *See id.* at ¶ 5.6. Aggrieved Employees will still be paid their share of the PAGA Payment regardless of whether they opt out of being Class Members. *See id.* at ¶¶ 7.5.1, 7.8.3.

3. Up to \$10,000 will be paid to Plaintiff as an Enhancement Payment. This amount will be in addition to any amount Plaintiff may be entitled to under the terms of the Agreement. *See id.* at ¶ 5.4.

1 4. Subject to Court approval, the Parties have selected Apex Class Action, LLC to act as
2 the Settlement Administrator, who has provided a maximum cost estimate of \$7,449.60. *See* Exhibit D
3 (Apex Class Action, LLC Bid); Exhibit A, ¶ 1.33; Decl. Rodriguez, ¶ 20.

4 5. The Parties agree that \$20,000 of the Gross Settlement Amount shall be allocated to
5 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to
6 the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees. *See* Exhibit A, ¶
7 5.5. Given the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts
8 by Defendants to maintain compliant policies and take corrective action, the presence of what may
9 likely be deemed good faith disputes, and the Court's discretion to reduce any penalty award, the
10 \$20,000 PAGA Payment allocation represents a meaningful settlement aimed at deterring non-
11 compliance given the facts of this case. *See* Decl. Rodriguez, ¶¶ 5-10; *see also Nordstrom Com. Cases*,
12 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on
13 their being disputed and being part of a class settlement which was evaluated based on the terms of the
14 agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022)
15 (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door*
16 *Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at
17 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL
18 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA
19 penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox*
20 *Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000
21 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D.
22 Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone amounted to
23 \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000
24 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2
25 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving
26 \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D.
27 Cal. 2017) (approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to
28 California class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated

potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement fund).

6. The Parties agree that up to Thirty Five Percent (35%) of the Gross Settlement Amount (\$70,000) will be paid for Plaintiff's attorneys' fees incurred in the litigation of this case. Defendants will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2. Additionally, the Parties agree that Plaintiff will also be entitled to the actual litigation costs as approved by the Court in an amount not to exceed \$17,500. *See id.* The proposed notice to be sent to Class Members will state this information. *See* Exhibit F.

7. Any amounts allocated under the Agreement for Settlement Administrator Costs, any Enhancement Payment, and attorney's fees and costs that are not ultimately awarded by the Court will remain part of the Net Settlement Amount and be paid out to Participating Class Members on a pro rata basis as set forth in the Agreement. *See* Exhibit A, ¶¶ 5.1-5.5, 5.8. These amounts will be paid out from the Gross Settlement Amount, not in addition to the Gross Settlement Amount. *See* Exhibit A, ¶¶ 5.1-5.5.

8. Class Members who fail to timely opt-out of this settlement will waive all Released Class Claims as set forth in the Agreement. *See* Exhibit A, ¶¶ 1.14, 1.26, 1.30, 1.32, 6.1. Aggrieved Employees will waive all Released PAGA Claims as set forth in the Agreement regardless of whether they opt out of being a Class Member. *See id.* at ¶¶ 1.2, 1.14, 1.31-1.32, 6.2, 7.5.1.

9. For any portion of the Net Settlement Amount or PAGA Payment allocated to Participating Class Members and/or Aggrieved Employees that is not claimed by them by cashing their respective settlement checks within 180 calendar days of issuance, that remaining amount shall be donated equally, *i.e.*, 50/50 to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine of *cy pres*. *See* Exhibit A, ¶ 5.6. Because the Agreement provides for the distribution of all funds such that there is no residue, the provisions of California Civil Procedure Code section 384 are inapplicable. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006). The designated

beneficiaries clearly promote the law consistent with the objectives and purposes underlying the lawsuit as they are non-profits aimed at assisting employees with wage and hour claims who cannot afford legal representation, including providing representation for employees in wage claims before the California Labor Commissioner. *See id.* at 722-724; *see also* Decl. Rodriguez, ¶ 24-33.

c. Allocation of Settlement Funds

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount any attorneys' fees and costs, any Enhancement Payment, Settlement Administrator Costs, and/or PAGA Payment that are approved and/or awarded by the Court. Each Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. One third (1/3%) of the payment to Participating Class Members will be characterized as W-2 wages and two thirds (2/3%) will be characterized as 1099 income for tax reporting purposes. *See id.* ¶¶ 5.9.1-5.9.2.

Each Aggrieved Employee's share of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. *See* Exhibit A, ¶¶ 1.17, 5.5, 5.8. The payment to Aggrieved Employee's will be characterized as 1099 income for tax reporting purposes. *See id.* at ¶ 5.9.3.

V. THE PROPOSED PROCEDURES TO NOTIFY CLASS MEMBERS SATISFY DUE PROCESS AS THEY PROVIDE THE BEST NOTICE PRACTICABLE UNDER THE CIRCUMSTANCES

It is not required that Class Members be given actual notice of a class settlement; instead, the best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017); *Walsh v. CorePower Yoga LLC*, 2017 WL 4390168, *5 (N.D. Cal. 2017); *Wright v. Linkus Enters.*, 259 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court

1 rejected a class member's argument that he had not received due process because he did not receive
2 notice until after the opt out period, finding that, so long as the notice process utilized is the best
3 practicable under the circumstances, due process is satisfied even if there is no actual receipt of the
4 notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra Foods,*
5 *Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any potential for undeliverable notice mailings, the
6 Court in *Rannis v. Recchia*, 380 F.App'x 646 (9th Cir. 2010) found that class members who did not
7 receive actual notice due to their mailings being deemed undeliverable were still properly held to be
8 part of the class settlement because they received the best notice practicable under the circumstances.
9 *See Rannis v. Recchia*, 380 F.App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-
10 984 (2019), the California Supreme Court noted that California has adopted a similar approach
11 regarding providing notice to class members.

12 Under the proposed notice procedures, Class Members will have sixty (60) days from the date
13 of mailing to review and respond to the Notice of Settlement, which will also be available online. *See*
14 Exhibit A, ¶¶ 1.21, 7.2. The Notice of Settlement contains all information necessary for Class
15 Members to assess the litigation, the Settlement, and whether they want to participate, object, or opt-
16 out. *See id.* at ¶¶ 7.2, 7.5.1-7.5.3; Exhibit F. National change of address database searches, skip-traces,
17 and surveying of current employees will be utilized as set out in the Agreement to provide the best
18 practical means of ensuring Class Members receive the notice mailing. *See* Exhibit A, ¶¶ 7.3-7.4. Any
19 individual whose initial mailing was deemed undeliverable will have additional time to respond. *See*
20 *id.* at ¶ 7.4. Additional time to respond will also be provided to cure any deficiencies in opt-outs,
21 objections, or disputes. *See id.* ¶ 7.5.4. This notice method is regularly utilized in wage and hour class
22 actions and similar to the one approved in *Rannis*. Thus, the proposed procedures for notifying Class
23 Members satisfy due process and should be approved in this case.

24 **VI. THE AGREEMENT WARRANTS PRELIMINARY APPROVAL AS IT IS FAIR,**
25 **REASONABLE, AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE**
26 **FACTS OF THIS CASE**

27 A class action may not be dismissed, compromised, or settled without Court approval and the
28 decision to approve or reject a settlement is committed to the Court's sound discretion. *See* Cal. Rules

of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)²; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001); *see also* Cal. Lab. Code § 2699(1)(2). However, “[d]ue regard should be given to what is otherwise a private consensual agreement between the parties. The inquiry ‘must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.’” *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *see also Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2009); *In re Microsoft I-V Cases*, 135 Cal.App.4th at 723; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581. The law favors settlement of lawsuits, particularly class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. *See Cellphone Termination Fee Cases*, 180 Cal.App.4th at 1117-1118; *In re Microsoft I-V Cases*, 135 Cal.App.4th at 723, n.14; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581; *see also Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273, 277-81 (1992).

a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness

The purpose of the Court’s preliminary evaluation of a proposed class action settlement is to determine only whether it is within the range of possible approval such that notice to the class of its terms and conditions and the scheduling of a formal fairness hearing is warranted. *See Wershba*, 91 Cal.App.4th at 234-35. If the Court finds a proposed settlement falls within “the range of reasonableness,” it should grant preliminary approval of the class action settlement. *See, e.g., North County Contr.’s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal.App.4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate include the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th

²The California Supreme Court has authorized California’s trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

1 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed
2 settlement is fair. “A presumption of fairness exists where: (1) the settlement is reached through arm’s
3 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
4 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
5 small.” *Id.* at 1802.

6 **i. The Agreement is a Result of Extensive, Non-Collusive Arm’s Length**
7 **Negotiations Between the Parties**

8 Settlement of this case was reached only after substantial litigation and extensive arm’s length
9 negotiations lasting more than two years, which included a full day mediation. *See* Decl. Rodriguez, ¶¶
10 3, 6-10. At all times, the negotiations were adversarial, although still professional in nature. *See id.*

11 **ii. The Extent of Investigation and Discovery Completed Provided Ample**
12 **Information to Enter Into an Informed and Reasonable Settlement**

13 The Parties were in possession of all necessary information during the negotiations. The Parties
14 engaged in substantial formal discovery, which included all necessary components for evaluating the
15 class claims and creating an accurate damages model. *See id.* at ¶¶ 6-10. Plaintiff was in possession of
16 this information prior to calculating any damages in this case. *See id.* As a result, Plaintiff was able to
17 make a reasonable estimation of Defendants’ potential liability. *See id.* For these reasons, the
18 settlement now before the Court was reached at a stage where “the parties certainly have a clear view of
19 the strengths and weaknesses of their cases” sufficient to support the settlement. *See Kang v. Credit*
20 *Bureau Connection, Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023); *Monterrubio v. Best Buy Stores,*
21 *L.P.*, 291 F.R.D. 443, 454 (E.D. Cal. 2013).

22 **iii. Plaintiff’s Counsel are Experienced in Similar Litigation**

23 Plaintiff’s counsel have considerable experience in complex litigation such as class and PAGA
24 actions. *See* Decl. Rodriguez, ¶¶ 12-18. Thus, Plaintiff’s counsel are qualified to evaluate the class
25 claims, the value of settlement versus moving forward with litigation, and viability of possible
26 affirmative defenses. Plaintiff’s counsel believe that the Agreement is fair, reasonable, and adequate in
27 light of the risks associated with the claims, the uncertainties of complex litigation, and the secured
28 benefit to Class Members. *See id.*

1 **iv. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of**
2 **Plaintiff's Case and the Risks and Costs of Further Litigation**

3 Plaintiff's claims and the ability to obtain and maintain certification all the way through trial
4 were heavily disputed by Defendants. *See* Decl. Rodriguez, ¶¶ 5-6, 9. Based on the records and facts of
5 this case, Plaintiff has secured a gross recovery of approximately 4.52% of the maximum value of the
6 claims in this matter (\$4,423,943.95) and between 9.8% and 21.1% of the more realistic range of
7 recovery (\$948,863.77 to \$2,039,339.30). *See* Decl. Rodriguez, ¶¶ 9-10. The net recovery represents
8 approximately 1.6% of the maximum value of the claims in this matter and between 3.4% and 7.6% of
9 the more realistic range of recovery. The average net award is approximately \$291.16, which equates
10 to approximately \$9.26 per workweek. *See id.* ¶ 10.

11 This settlement is a reasonable compromise of the class and PAGA claims, and is within the
12 percentile ranges of the total available damages that have been approved in other class settlements. *See*
13 *Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139
14 (1990); *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re*
15 *Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in
16 settlement of 6% of maximum potential recovery after reduction for attorney's fees was higher than
17 median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from
18 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, *2, *10 (C.D. Cal. 2017)
19 (approving a settlement where the net recovery to class members was approximately 7.5% of the
20 projected maximum recovery amount [\$210,500/\$2,750,000]); *Avila v. Cold Spring Granite Co.*, 2018
21 WL 400315, *2, *6 (E.D. Cal. 2018) (approving a settlement with a gross recovery of 11% of the
22 projected maximum damages available [\$500,000/\$4,441,633.60]) and a net recovery of approximately
23 6.7% of the projected maximum recovery [\$297,332.98/\$4,441,633.60]); *Bellinghausen v. Tractor*
24 *Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a settlement where the gross recovery
25 was approximately 8.5% of the projected maximum recovery [\$1,000,000/\$11,565,677]); *Schiller v.*
26 *David's Bridal, Inc.*, 2012 WL 2117001, *13 (E.D. Cal. 2012) ("Class Members will receive an
27 average of approximately \$198.70, with the highest payment to a Class Member being \$695.78 . . .
28 Overall, the Court finds that the results achieved are good, which is highlighted by the fact that there

1 was no objection to the settlement amount or the attorneys’ fees requested”), *report and*
2 *recommendation adopted*, 2012 WL 13040405 (E.D. Cal. 2012); *Gardner v. GC Servs., LP*, 2012 WL
3 1119534, *7 (S.D. Cal. 2012) (“the results achieved in this case were very favorable. Class members
4 are provided with immediate monetary relief, with an average award of around several hundred dollars
5 and a minimum award of \$50”).

6 **v. The Proposed Settlement is a Reasonable Compromise of Claims**

7 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional
8 information be presented in class action settlements “to ensure that the recovery represents a reasonable
9 compromise, given the magnitude and apparent merit of the claims being released, discounted by the
10 risks and expenses of attempting to establish and collect on those claims by pursuing the
11 litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399
12 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure
13 without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar*
14 also does not require an explicit statement of the maximum amount to be recovered if a plaintiff
15 prevailed on all the claims, provided there is a record that allows “an understanding of the amount that
16 is in controversy and the realistic range of outcomes of the litigation.” *Id.* at 409.

17 Plaintiff has thoroughly set forth the realistic range of outcomes in this litigation as well as the
18 data points relied upon in reaching these ranges. *See* Decl. Rodriguez ¶¶ 6-10. This analysis allowed
19 Plaintiff to determine the extent and frequency of potential violations on all claims as to all Class
20 Members. *See id.* Ultimately, Plaintiff secured a percentage of the total demand for the putative class
21 that is within the range of what has been found to be sufficient in several other cases. *See, supra*,
22 Section VI.a.iv; *see also, e.g., In re Omnivision Technologies, Inc.*, 559 F.Supp.2d at 1042; *Reed v. I-*
23 *800 Contacts, Inc.*, 2014 U.S. Dist. LEXIS 255 (S.D. Cal. 2014) (approving a settlement of \$11.7
24 million where the maximum range of damages was \$5,000 for each of the alleged 300,000 instances of
25 unlawful recording violations (\$1.5 billion), equaling approximately .78% of the total demand and
26 approximately \$800 per class member). The record demonstrates that the compromises made by
27 Plaintiff were reasonable and have resulted in a settlement with recovery percentage well within the
28 range of what has been found to be sufficient in several other cases. *See, supra*, Section VI.a.iv; *see*

1 also *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) ("The fact that a proposed
2 settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that
3 the proposed settlement is grossly inadequate and should be disapproved"); *City of Detroit v. Grinnell*
4 *Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) ("In fact there is no reason, at least in theory, why a
5 satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of
6 the potential recovery").

7
8 **vi. The Enhancement Payment for Plaintiff's Service to the Putative Class Is Reasonable and Routinely Awarded by Courts.**

9 The Enhancement Payment to the named Plaintiff is intended to recognize the time and effort
10 expended on behalf of the class. Indeed, Courts routinely approve enhancement payments to
11 compensate named plaintiffs for the services they provide and the risks they incurred during the course
12 of the class action litigation. *See Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001).
13 In *Ingram*, the Court approved enhancement payments of \$300,000.00 to each named plaintiff in
14 recognition of the services they provided to the class by responding to discovery, participating in the
15 mediation process, and taking the risk of stepping forward on behalf of the class. *See Id.* at 694; *see*
16 *also Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294 (N.D. Cal. 1995) (approving a \$50,000.00
17 enhancement payment).

18 In this case, Plaintiff provided and explained documents, being available at all times to discuss
19 the class claims with Plaintiff's counsel. *See* Decl. Rodriguez, ¶ 7; Decl. Brown, ¶¶ 5-9. Plaintiff spent
20 a significant amount of time pursuing wage and hour claims for the benefit of all Class Members. *See*
21 *id.* Plaintiff brought this action knowing there would be a delay in any payment as the litigation
22 progressed, rather than proceeding only with individual wage and hour claims in front of the California
23 Labor Commissioner. *See id.* An Enhancement Payment of \$10,000 to Plaintiff is appropriate given
24 the risk, assistance, time required in bringing this case and resolution of this case.

25 **vii. Awarding Attorneys' Fees as a Percentage of the Common Fund Is Reasonable**
26 **and Customarily Approved by Courts**

27 California state and federal courts have recognized that when a litigant's efforts create or
28 preserve a fund from which others derive benefits, the Court may spread litigation costs proportionally

1 among all the beneficiaries to compensate those who created the fund. *See Boeing Co. v. Van Gemert*,
2 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common fund for the benefit of persons other
3 than . . . her client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Vincent v.*
4 *Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977); *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375
5 (1970); *Waters v. Intern. Precious Metals Corp.*, 190 F.3d 1291 (11th Cir. 1999); *see also Serrano v.*
6 *Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016).
7 The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to “spread litigation
8 costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire
9 burden alone.” *Vincent*, 557 F.2d at 769; *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026,
10 1027 (9th Cir. 1977). California state courts have approved use of a percentage of the fund to calculate
11 reasonable attorney fee awards where the amount of the settlement is certain or is an easily calculable
12 sum of money. *See Dunk*, 48 Cal. App. 4th at 1808.

13 The Ninth Circuit has also held that the common fund doctrine applies when: (1) the class of
14 beneficiaries is sufficiently identifiable; (2) the benefits can be accurately traced; and (3) the fee can be
15 shifted with some exactitude to those benefitting. *See Paul, Johnson, Alston & Hunt v. Gaulty*, 886
16 F.2d 268, 271 (9th Cir. 1989). These criteria are “easily met” when “each member of a certified class
17 has an undisputed and mathematically ascertainable claim to part of a lump-sum settlement recovered
18 on her behalf.” *Id.* at 271 (citations omitted). Under the three (3) factors set forth in *Paul, Johnson,*
19 *Alston & Hunt*, the common fund doctrine applies in this case because there is a sufficiently identifiable
20 class of beneficiaries (*e.g.* the settlement class), the benefits can be accurately traced to the settlement
21 Plaintiff and Plaintiff’s counsel were able to negotiate on behalf of the class, and the fee can be shifted
22 with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common
23 fund. As set forth in the fee award examples provided below for the Court’s reference, it is an accepted
24 practice in wage and hour class action settlements to award attorneys’ fees based on a percentage of the
25 common fund. *See, e.g., Staton v. Boeing Co.*, 327 F.3d 938, 967-972 (9th Cir. 2003); *Sanders v. City*
26 *of Los Angeles*, 3 Cal.3d 252, 261, 263 (1970); *Wershba*, 91 Cal. App. 4th at 254; *Bell v. Farmers Ins.*
27 *Exchange*, 115 Cal. App. 4th 715, 726, 765 (2004).

Historically, attorneys' fee awards in common fund cases in general range from 20% to 50% of the fund, depending on the circumstances of the case. *See Newberg on Class Actions*, (3rd Ed.), 1992, §14.03 (finding 50% to be the upper limit). Awards ranging between 30% and 40% of the fund are generally approved as reasonable in wage and hour settlements below \$10 million:

More particularly, courts may award attorneys fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under \$10 million. *See Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491-492 (E.D. Ca. 2010) (citing to five recent wage and hour class actions where federal district courts approved attorney fee awards ranging from 30 to 33%); *Singer v. Becton Dickinson and Co.*, 2010 U.S. Dist. LEXIS 53416, 2010 WL 2196104, *8 (S.D. Ca. June 1, 2010) (approving attorney fee award of 33.33% of the common fund and holding that award was similar to awards in three other wage and hour class action cases where fees ranged from 33% to 40%); *Romero v. Producers Dairy Foods, Inc.*, 2007 U.S. Dist. LEXIS 86270, 2007 WL 3492841 (E.D. Ca. Nov. 14, 2007).

See Martin v. Ameripride Servs., 2011 U.S. Dist. LEXIS 61796 at *22-23 (S.D. Cal. 2011). Plaintiff's request of thirty-five percent (35%) of the settlement sum for attorneys' fees is within established rates for fee awards in class settlements pursuant to the common fund doctrine, especially in light of the excellent results achieved in this case. *See In re Activision Sec. Litigation*, 723 F.Supp. 1373, 1379 (N.D. Cal. 1989); *Watson v. Raytheon Company*, USDC Southern District, Case No. 3:10-cv-00634; *Dirienzo v. Dunbar Armored, Inc.*, USDC Southern District, Case No. 3:09-cv-02745; *Green, et al. v. Penske Logistics, L.L.C., et al.*, USDC Southern District, Case No. 3:09-cv-00069; *Benitez et al. v. Wilbur*, USDC Eastern District, Case No. 1:08-cv-01122; *Chavez et al. v. Petrissans et al.*, USDC Eastern District, Case No. 1:08-cv-00122; *Willis et al. v. Cal-Western Transport*, USDC Eastern District, Case No. 1:00-cv-05695. To determine whether a percentage is reasonable, a court should consider: (1) the percentage that would likely be negotiated between parties in a similar case; (2) the percentage applied in other class actions; (3) the quality of class counsel; (4) the size of the award; and (5) whether there are any objections by class members. *See In re Ikon Office Solutions, Inc. Secur. Litig.*, 194 F.R.D. 166, 193 (E.D. Pa. 2000); *In re Heritage Bond Litig.*, 2005 WL 1594403, at *21 (C.D. Cal. June 10, 2005) ("the absence of objections or disapproval by class members to class counsel's fee request further supports finding the fee request reasonable").

These factors support Plaintiff's request for reasonable attorneys' fees. The typical percentage negotiated between parties ranges from thirty-five to forty percent (35% to 40%) in individual litigation

1 depending on the complexity of the case. In class action litigation, the typical percentage negotiated
2 between parties ranges from thirty to forty percent (30% to 40%) based on the same factors. Plaintiff's
3 request of 35% (\$70,000) falls within these typical fee arrangements. *See* Decl. Rodriguez, ¶ 19. The
4 quality of counsel and the average net size of settlement payments to Class Members (\$291.16) also
5 support the fee request when compared to other settlements courts have considered as good results. *See*
6 *Schiller v. David's Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776 at *48 (E.D. Cal. 2012) ("Class
7 Members will receive an average of approximately \$198.70, with the highest payment to a Class
8 Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is
9 highlighted by the fact that there was no objection to the settlement amount or the attorneys' fees
10 requested."); *Gardner v. GC Servs., LP*, 2012 U.S. Dist. LEXIS 47043, 18 (S.D. Cal. 2012) ("the
11 results achieved in this case were very favorable. Class members are provided with immediate
12 monetary relief, with an average award of around several hundred dollars and a minimum award of
13 \$50").

14 Plaintiff's counsel also seeks reimbursement of the expenses they have and will continue to
15 incur while prosecuting this litigation through any compliance hearing(s). The expected costs through
16 final approval are less than the \$17,500 provided for in the Agreement. An itemization for these costs
17 is being filed with this motion as Exhibit E. All expenses were necessarily incurred to properly litigate
18 this case. *See id.* The appropriate analysis in determining whether particular costs are compensable is
19 whether they are of the type typically billed by attorneys to paying clients in the marketplace. *Harris v.*
20 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) ("Harris may recover as part of the award of attorney's fees
21 those out-of pocket expenses that 'would normally be charged to a fee paying client.'"); *Abrams v.*
22 *Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995) (expenses recoverable if customary to bill clients for
23 them); *Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42*, 8 F.3d 722, 725-26 (10th Cir. 1993) (expenses
24 reimbursable if normally billed to client). The categories of expenses for which Plaintiff's counsel seek
25 reimbursement here are categories normally charged to hourly clients and, therefore, should be
26 reimbursed out of the common fund. *See* Decl. Rodriguez, ¶ 19. The \$7,449.69 in Settlement
27 Administrator Costs is also within ranges approved by Courts and should be approved in this case. *See*
28 *Patel*, 2019 WL 2029061, *2 (\$5,261 for settlement administrator's fees was not excessive where

1 PAGA group consisted of 40 employees); Exhibit D; Decl. Rodriguez, ¶ 20. This is less than the
2 \$10,000 provided for in the Agreement. Exhibit A, ¶ 5.3; Decl. Rodriguez, ¶ 20. Any allocated
3 amounts not ultimately awarded by the Court will be distributed to Class Members pro rata. See
4 Exhibit A, ¶¶ 5.2-5.4, 5.8.

5 **b. Provisional Certification of the Class is Appropriate**

6 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
7 defined community of interest in the questions of law and fact involved affecting the parties to be
8 represented.” *Dunk*, 48 Cal.App.4th at 1806. The “community of interest” element “embodies three
9 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
10 defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*
11 Here, the Parties agree that, for the purposes of settlement, these prerequisites are met. See Exhibit A.

12 **i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous**

13 The proposed settlement class is ascertainable because all putative Class Members can be
14 readily identified through employee personnel and payroll files. See *Noel*, 7 Cal.5th at 980; *Rose v.*
15 *City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166 Cal.App.4th 1325, 1334
16 (2008). The numerosity requirement is met because there are 249 individuals who fall within the
17 definition of Class Member, which makes joinder of all members impracticable. See *Gay v. Waiters’ &*
18 *Dairy Lunchmen’s Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff’d* 694 F.2d 531 (9th Cir. 1982);
19 *Hebbard v. Calgrove*, 28 Cal.App.3d 1017, 1030 (1972) (noting no set minimum to meet the
20 numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these
21 requirements are satisfied.

22 **ii. The Commonality, Predominance, and Typicality Requirements are Met**

23 The commonality requirement is met when there are questions of law or fact regarding the class
24 as a whole. See *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Commonality requires
25 only that some common legal or factual questions exist; Plaintiff need not show that all issues in the
26 litigation are identical. See *Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v.*
27 *Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate
28 over individual questions and class-wide treatment of a dispute must be superior to individual

1 litigation.³ *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently
2 cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality
3 requirement is met when claims of the named representative are typical of those of the class, though
4 “they need not be substantially identical.” *Id.* at 1020; *Classen v. Weller*, 145 Cal.App.3d 27, 46-47
5 (1983).

6 The common questions of law and fact in this case stem from Plaintiff’s contention that
7 Defendants violated California law by 1) failing to pay for all hours worked, including off-the clock
8 work performed both pre-shift and post-shift; 2) failing to pay overtime when class members worked
9 over eight (8) hours per day; 3) failing to authorize and permit uninterrupted meal and rest periods; and
10 4) failing to reimburse class members for the use of their personal cell phones for work purposes. *See*
11 Exhibit B. The waiting time penalties, unfair competition, and PAGA claims are derivative of these
12 violations. *See id.* Plaintiff and the Class Members seek the same wage and hour remedies under state
13 law. Under these specific circumstances, the commonality and predominance requirements are
14 satisfied. Regarding the typicality requirement, Plaintiff contends she suffered from the same unlawful
15 wage and hour policies, treatment, and circumstances as Class Members did, will request the same
16 remedies, and will rely on the same methods of proof to establish liability and damages. *See id.* Thus,
17 the typicality requirement is also satisfied for settlement purposes.

18 **iii. The Adequacy Requirement is Met**

19 The adequacy of representation requirement is met if the named representative and counsel have
20 no interests adverse to those of the putative class members and are committed to vigorously prosecuting
21 the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60
22 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed Agreement,
23 Plaintiff and the putative Class Members will receive a pro rata share of the settlement based on the
24 number of workweeks they worked for Defendants. *See Exhibit A.* Finally, any settlement class
25 member who wishes to opt-out of the settlement may do so, and he or she may also dispute the number
26 of workweeks stated in the Notice of Settlement (Exhibit F).

27
28 ³When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class. Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff and Plaintiff's counsel engaged in litigation and settlement discussions over the course of more than two years. Moreover, Plaintiff's counsel has experience defending and bringing wage and hour claims. Because Plaintiff's counsel has vigorously pursued Plaintiff's and the Class Members' claims, the adequacy requirement is met. *See generally* Decl. Rodriguez.

VII. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court preliminarily and conditionally certify the class for settlement purposes; grant preliminary and conditional approval of the proposed settlement; including Plaintiff's Class Representative Enhancement Payment, the payment to the LWDA under PAGA, Class counsel's application for reasonable attorneys' fees and costs, the Settlement Administrator's Costs; approve the proposed notification procedures, including the Notice of Settlement and proposed deadlines relating thereto; and schedule the final approval hearing. A copy of Plaintiff's proposed order is being filed concurrently herewith.

Shimoda & Rodriguez Law, PC

Dated: March 19, 2026

By:

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Justin P. Rodriguez
Renald Konini
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individually and on behalf of similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN JOAQUIN**

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

13 Plaintiff,

14 vs.

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

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

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

CLASS ACTION

**DECLARATION OF JUSTIN P. RODRIGUEZ
IN SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: _____
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

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Kyli Brown (“Plaintiff”) herein. I am making this
4 declaration on behalf of the named Plaintiff, the putative class members, and in support of Plaintiff’s
5 Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”). A true and
6 correct copy of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
7 (“Agreement”) in this matter is filed with this Motion as Exhibit A.

8 2. This case was brought as a wage and hour class action based on Plaintiff’s contention
9 that Defendants Windwalker Security Patrol, Inc., Blanca Berenice Edwards, individually and doing
10 business as Assertive Protective Service, and Richard Valladao Edwards (“Defendants”), 1) failed to
11 pay overtime wages, 2) failed to pay minimum wages, 3) failed to provide meal periods or pay
12 premiums in lieu thereof, 4) failed to provide rest periods or pay premiums in lieu thereof, 5) failed to
13 provide accurate wage statements, 6) failed to timely pay all final wages, 7) failed to reimburse
14 expenses, and 8) engaged in unfair competition. Plaintiff also alleged liability for civil penalties under
15 the Private Attorneys General Act (“PAGA”). These claims were based allegations that Defendants
16 violated California law by 1) failing to pay for all hours worked, including off-the clock work
17 performed both pre-shift and post-shift; 2) failing to pay overtime when class members worked over
18 eight (8) hours per day; 3) failing to authorize and permit uninterrupted meal and rest periods; and 4)
19 failing to reimburse class members for the use of their personal cell phones for work purposes. The
20 PAGA, waiting time penalty, wage statement violation, and unfair competition claims also derive from
21 these violations.

22 3. Plaintiff is the only named representative in this matter. We began investigating the
23 claims on August 15, 2023, which included interviewing Plaintiff, reviewing their documents, and
24 seeking out potential witnesses to corroborate the claims. From our initial investigations of Plaintiff’s
25 wage and hour claims and documents, we believed the claims had merit and could be maintained as a
26 class action. We filed the action on or about October 6, 2023. Plaintiff exhausted administrative
27 remedies through the Labor and Workforce Development Agency (“LWDA”) prior to amending the
28 Complaint to add a PAGA claim. Plaintiff filed a notice with the LWDA on October 6, 2023, setting

1 forth the facts and theories of liability. A true and correct copy of the notice filed with the LWDA is
2 being filed with this Motion as Exhibit C. A copy of the notice was also sent to Defendants via
3 certified mail and the \$75.00 filing fee was remitted to the LWDA at that time. There was no response
4 by the LWDA regarding its intent to investigate the claims alleged in Plaintiff's notice for more than 65
5 days and Defendants did not utilize the cure procedures under the statute. As such, Plaintiff became
6 authorized to commence a civil action under the PAGA and filed a First Amended Complaint on
7 December 22, 2023. A Second Amended Complaint was filed on May 8, 2024. A true and correct
8 copy of Plaintiff's operative Complaint is filed with this Motion as Exhibit B. A copy of the Complaint
9 was uploaded to the LWDA after we received a file stamped copy back from Court.

10 4. Currently, there is no date set for a motion to certify the class and there is no trial date.

11 5. Defendants are represented in this matter by Neumiller & Beardslee, PC. From the
12 beginning, Defendants have contested the merits of this case, the suitability of the case for class action
13 and/or representative treatment, the manageability of the case at trial, and Plaintiff's ability to prove a
14 violation in each pay period for each employee among other defenses and contentions they made
15 challenging the propriety of this action. Defendants further contended, even assuming there was a
16 finding supporting the imposition of PAGA penalties, that the Court would likely exercise its discretion
17 to substantially reduce any such penalties owed based on evidence of good faith attempts to comply
18 with California Labor Code obligations by Defendants. Notwithstanding the agreement to settle this
19 matter, Defendants believe the practices Plaintiff is contending are unlawful either do not exist or, to
20 the extent they do exist, fully comply with all state and federal employment laws with respect to
21 Plaintiff and Class Members. Also, Defendants have contended that this matter is not appropriate for
22 class certification outside of this proposed class settlement.

23 6. We have reviewed a substantial number of documents in informal and formal discovery
24 during our investigation of the claims. Based on the expected testimony from Plaintiff and Class
25 Members, a review of Defendants' policies and procedures and other documents relating to the alleged
26 claims, information on the number of Class Members, Class Members' total workweeks within the Class
27 Period, pay periods within the one (1) year penalty statute of limitations, the number of Class Members
28 who separated employment within three (3) years of this case being filed, and a representative sample of

1 Class Members' time and payroll data, the scope of the potential damages in light of the claims alleged,
2 the uncertainty in the law with regard to certification, and the negotiations that have taken place, I am
3 convinced that the proposed settlement is in the best interest of the class. The length and risk of
4 continued litigation and trial, as well as other normal perils of complex litigation that impact the value of
5 the claims, were also considered and weighed in reaching the Agreement. In addition, I carefully
6 considered the prospects of class certification and maintaining class certification through trial
7 notwithstanding the numerous challenges raised by Defendants. I further considered the fact that
8 penalties under the PAGA could be substantially cut at the discretion of the Court even if Plaintiff was
9 successful on proving those claims and there was risk that a Court could find no willfulness in the failure
10 to pay wages at separation or the existence of a good faith dispute, which would eliminate the value of
11 several claims entirely. Overall, I believe it is more beneficial to secure a guaranteed benefit to the class
12 now rather than to proceed with litigation and potentially obtain zero funds for the class due to legal or
13 factual issues in the case.

14 7. My office, including my partner, Galen T. Shimoda, my associate, Renald Konini, our
15 paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims
16 and potential damages for such claims. The parties engaged in formal discovery and exchange of
17 documents that included, but was not limited to, a 20% representative sampling of employee data,
18 including, but not limited to, time records, paystubs, and payroll summaries, relevant handbooks,
19 bulletins, and memoranda containing Defendants' policies for the entirety of the statute of limitations
20 applicable to the alleged claims, which encompassed more than 3,000 pages of written discovery. We
21 obtained 14 declarations from Class Members, deposed Blanca Berenice Edwards and Windwalker
22 Security Patrol, Inc.'s, Person Most Knowledgeable (Richard Valladao Edwards) and Plaintiff was
23 deposed as well. From this extensive discovery and production we were able to determine information
24 critical to a reliable damages analysis such as the average hourly rate, average daily hours worked, shifts
25 eligible for meal and rest periods and the number of potential shifts that may correspond to liability
26 under our theories of liability, average number of workweeks and pay periods that had potential
27 violations based on the asserted claims, the frequency with which violations occurred in a given week
28 and/or pay period, and the number of former employees. This information allowed my office to assess

1 both liability and damages and create an accurate damages model. Plaintiff assisted in all aspects of this
2 litigation including providing factual information relating to Plaintiff's and Class Members'
3 employment conditions, providing a substantial number of documents, and answering questions
4 regarding Defendants' factual contentions in this matter. This was important because it directly related
5 to our ability to maintain this case as a class action and our ability to obtain a favorable settlement for
6 the class.

7 8. Throughout this litigation our office had numerous communications with Defendants'
8 Counsel discussing our respective positions. The parties engaged in mediation on November 11, 2025,
9 using an experienced mediator, Kelly A. Knight. It was only after more than two years of extensive
10 litigation and arm's length negotiations that the parties were able to reach a settlement, which only
11 occurred after a full-day mediation. The negotiations were, at all times, contentious, adversarial, and at
12 arms-length, though still professional in nature.

13 9. Based on my office's analysis of the formal discovery outlined above, there were
14 approximately 249 Class Members who worked 7,828.29 weeks in the Class Period, 118 Aggrieved
15 Employees who worked 4,019 pay periods during the PAGA Claim Period, an average base hourly rate
16 of approximately \$15.30, and an average overtime rate of approximately \$22.95. We did not find any
17 prior Labor Commissioner or Court decisions stating Defendants' practices and/or policies were
18 improper. As such, a "subsequent violation" may not be found for penalty calculation purposes, and
19 the penalty exposure analysis herein is based on an "initial violation" valuation being adopted by any
20 fact finder if this matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207-
21 1209 (2008). We also interviewed several employees, covering their work experiences in relation to
22 the asserted claims and have incorporated that information into the damages analysis. Defendants
23 contended they were not joint employers and, therefore, consideration of any Class Members or claims
24 beyond those related to individuals directly employed by Windwalker Security Patrol, Inc., (which was
25 the entity name appearing on Plaintiff's paystub) was inappropriate. Plaintiff disputed this and asserts
26 that Defendants are joint employers. However, this point of contention does represent a risk affecting
27 the claims. If the Court were to agree with Defendants' claims regarding joint employer status, that
28 would substantially affect the value of the claims as it would reduce the number of Class Members to

approximately 28 individuals. The following represents the maximum recovery as well as the more realistic range of recovery for each of Plaintiff's claims:

- a) Minimum Wages: This claim is based on allegations that Defendants failed to pay Plaintiff and Class Members at least the minimum wage for all hours worked due to Defendants requiring employees to work off-the-clock while employees were required to report to their security post five (5) minutes prior to the start of their shift, which Defendants did not count as hours worked, and time spent after the end of their shift waiting for the next security to arrive on shift. The maximum damages for this claim are \$60,941.29. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. The maximum damages available were calculated based on the upper range of estimated time Class Members worked off-the-clock per week, which was about 0.53 hours per week. Based on the weighted average minimum wage rate of \$14.57 during the Class Period, this equals approximately \$60,941.29 in unpaid minimum wages ([7,828.29 workweeks x 0.53 hours off-the-clock per week] x \$14.57 average minimum wage rate). Because we also assumed that all unpaid time qualified for overtime, only liquidated damages is being claimed to avoid double recovery of substantive wage loss. Defendants heavily disputed this theory of liability. Defendants asserted Class Members were able to self-report all hours worked and were paid for all reported hours. To the extent any off-the-clock hours were unreported, Defendants assert they did not know or have reason to know there was any uncompensated time because their policies require employees to report all hours worked. The written policy prohibiting off-the-clock work would require Plaintiff to demonstrate, on a class wide basis, that Defendants effectively maintained "a policy to violate the policy" against off-the-clock work and that Defendants knew or should have known the off-the-clock work was occurring despite the policies and payment of overtime. *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal.4th 1004, 1051-1052 (2012). Defendants also point to instances in their records where employees worked longer than their scheduled hours and were compensated for

1 that time. Finally, the presence of a good faith dispute would eliminate liability for
2 liquidated damages for unpaid minimum wages. *See* Cal. Lab. Code § 1194.2(b);
3 *Ridgeway v. Walmart Inc*, 946 F.3d 1066, 1089-1090 (9th Cir. 2020). Taking all these
4 factors into account, I believe it is likely a good faith dispute would be found and there
5 would be no recovery for this claim;

- 6 b) Unpaid Overtime Wages (Off-the-Clock): There are two bases for this claim. First,
7 Defendants failed to pay Plaintiff and Class Members for all hours worked due to Class
8 Members working off-the-clock and Defendants failed to account for the overlap of the
9 shift into the next day resulting in unpaid overtime. Defendants' workday was midnight
10 to 11:59:59 each day, overtime was only calculated based on total shift length, resulting
11 in unpaid overtime when employees worked overnight. Thus, Defendants failed to pay
12 overtime for all hours worked over eight (8) hours a day and over forty (40) hours per
13 week. The off-the-clock theory of overtime liability is based on the same factual
14 allegations that formed the basis for the minimum wage claims, which are stated above.
15 The maximum damages for the off-the-clock theory of liability are \$95,991.94
16 ([7,828.29 workweeks x 0.53 hours off-the-clock per week] x \$22.95 average overtime
17 rate). Because this theory of liability is based on the same facts supporting the minimum
18 wage claim, it is subject to the same risks identified above. Taking these factors into
19 account, I believe a more realistic range of recovery for this theory of liability is
20 between \$47,995.97 to \$67,194.36 (reduction of 30%-50% based on risk). The
21 maximum damages for the theory of liability based on the failure to account for shifts
22 worked across two-days for overtime calculations is approximately \$4,448.81.
23 Approximately 7.5% of all pay periods were affected by this claim. The estimated
24 underpaid overtime hours per occurrence were 3.5. Although this theory of liability for
25 overtime was not without its risks, this is a relatively small amount of damages at issue.
26 For purposes of the *Kullar* analysis, we are assuming we would be successful in
27 certification, on the merits, and prove damages in exactly the amount calculated based
28 on the sample;

- 1 c) Meal Periods: This claim is based on allegations that Defendants' policy of on duty meal
2 periods was unlawful. Plaintiff asserted that Class Members were not allowed to leave
3 the worksites during meal and rest periods. The maximum damages for this claim are
4 \$420,887.74. This amount does not take into account any potential risks with respect to
5 Plaintiff certifying the claim, proving the merits, or proving damages. This amount was
6 calculated based on an average hourly rate of \$15.30, an average of 4.11 shifts per week,
7 and a violation rate of approximately 100% per shift that was five (5) hours or longer
8 based on Defendants' payroll records, *i.e.* 85.5% of shifts (85.5% of shifts were longer
9 than 5 hours) had either no meal period punch, a late meal period punch, a meal period
10 lasting less than thirty (30) minutes, and/or a shift of more than ten (10) hours without a
11 second meal period. Defendants contended that Class Member signed on duty meal
12 period agreements and a waiver of meal periods on shifts of six hours or less.
13 Defendants also contended that many Class Members had signed such meal period
14 waiver agreements for shifts six hours or shorter and that Defendants paid Class
15 Members for their on-duty meal period times. While Plaintiff can utilize the rebuttable
16 presumption of meal period violations based on the time records under *Donohue v. AMN*
17 *Servs., LLC*, 11 Cal.5th 58, 78 (2021), Plaintiff would still have the burden to establish a
18 theory of liability amenable to class treatment. Additionally, if Defendants' time
19 keeping policies and records were found to rebut the presumption of meal period
20 violations, this would substantially reduce the scope of Plaintiff's meal period claims to
21 only those instances where the alleged defective meal period policy would be at issue,
22 *i.e.* unlawful on-duty meal periods. Without a presumption based on defective time
23 records or a facially unlawful policy it is very difficult to certify meal period violation
24 claims. Taking these factors into account, I believe a more realistic range of recovery
25 for this claim is between \$252,532.64 to \$294,621.42 (reduction of 30%-40% based on
26 risk);
- 27 d) Rest Breaks: This claim was based on the same allegations as the meal period claim.
28 Plaintiff contended that Class Members were not provided with lawful rest periods

1 approximately 99.6% (99.6% of shifts over 3.5 hours) of the time. Based on 4.11 shifts
2 per week, 7,828.29 total weeks during the Class Period, and an average \$15.30 hourly
3 rate, this equates to a maximum exposure of approximately \$490,297.29. This amount
4 does not take into account any potential risks with respect to Plaintiff certifying the
5 claim, proving the merits, or proving damages. Because this claim is based on the same
6 factual basis as the meal period claims, it is also subject to the same risks as detailed
7 above. However, there is no requirement that an employer keep records of rest periods,
8 so this claim does not benefit from any presumptive violation based on time records
9 under the law like meal period claims do. Taking these factors into account, I believe a
10 more realistic range of recovery for this claim would be between \$294,178.38 to
11 \$343,208.11 (30% to 40% reduction based on risk);

12 e) Reimbursement: This claim was based on Plaintiff's contention that Class Members
13 were required to use their personal cell phones to clock in and out, to communicate with
14 their supervisors, managers, and/or home office via call and text. This is based on a
15 monthly cell phone bill of approximately \$100 and 25% work usage rate, which equates
16 to approximately \$5.77 owed per week. The maximum exposure for this claim is
17 \$45,163.21. This amount does not take into account any potential risks with respect to
18 Plaintiff certifying the claim, proving the merits, or proving damages. Defendants
19 heavily disputed this claim and argued that they reimbursed Class Members for any cell
20 phone use. Furthermore, it is unlikely that Class Members all had their own standalone
21 cell phone plans as opposed to being billed as additional lines on a pre-existing plan. In
22 my experience there has always been a range of individuals whose cell phone plans are
23 \$30-\$60 per month as additional lines on a pre-existing plan. Thus, it is unlikely that the
24 full amount of damages Plaintiff calculated would be established even if Plaintiff was
25 successful in certifying the class and establishing liability. Based on these risks, I
26 believe a more realistic range of recovery for this claim would be between \$13,548.96 to
27 \$22,581.61 (50% to 70% reduction based on risk);
28

- 1 f) Wage Statement Violations: This claim is derivative of Plaintiff's overtime, minimum
2 wage, meal and rest period, and sick leave claims. The maximum exposure for this claim
3 is \$200,950, which is calculated based on an initial violation of \$50 per pay period per
4 employee and assumes a violation in each of the 4,019 pay periods within the one (1)
5 year penalty statute of limitations. This amount does not take into account any potential
6 risks with respect to Plaintiff certifying the claim, proving the merits, or proving
7 damages. Because this claim is derivative of Plaintiff's other claims, the same risks
8 identified above for the minimum wage, overtime, meal period, rest period, and sick
9 leave claims apply here as well, substantially affecting the potential value of this claim.
10 Furthermore, under *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056 (2024),
11 employers now have a good faith dispute defense against wage statement claims. Given
12 the factual and legal disputes presented in this fact, I believe it is likely that a Court
13 would find a good faith dispute exists. Thus, I believe it is more realistic that there
14 would be no recovery for this claim;
- 15 g) Waiting Time Penalties: This claim is derivative of the overtime, minimum wage, meal
16 and rest period, and sick leave claims. The maximum damages for this claim are
17 \$628,221.79. This amount does not take into account any potential risks with respect to
18 Plaintiff certifying the claim, proving the merits, or proving damages. The maximum
19 damages were calculated based on the \$15.30 average hourly rate, 157 former
20 employees within the three (3) year penalty statute of limitations, and an average of 7.33
21 hours worked per shift. Plaintiff utilized the full 30 days to calculate the total amount
22 due for each formerly employed Class Member. Because it is derivative of Plaintiff's
23 claims asserted above, it carries all the same risks. Similar to claims for liquidated
24 damages for minimum wages and wage statement violations, waiting time penalties are
25 subject to a good faith dispute defense. *See Diaz v. Grill Concepts Servs., Inc.*, 23
26 Cal.App.5th 859, 868 (2018). For the same reasons as stated above, it is likely that a
27 good faith dispute would be found and the value associated with this claim would be
28 eliminated entirely;

h) PAGA: This claim is derivative of the Labor Code violations identified above and would be subject to all the same risks as the underlying claims it is based on. Again, we did not find any prior Labor Commissioner or court decisions that stated Defendants' practices and/or policies were improper, so the exposure analysis is based on an "initial violation" valuation being adopted by any fact finder if this matter went to trial. *See Amaral*, 163 Cal.App.4th at 1207-1209. Based on Class Members' payroll data, the maximum exposure for this claim is \$2,531,878.66, which was calculated per violation as follows:

- *Minimum Wages*: \$401,900 (4,019 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Overtime*: \$200,950 (4,019 pay periods x \$50 per pay period per Labor Code section 558);
- *Meal Periods*: \$200,950 (4,019 pay periods x \$50 per pay period per Labor Code section 558);
- *Rest Periods*: \$401,900 (4,019 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Wage Statements*: \$401,900 (4,019 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Waiting Time Penalties*: \$262,428.66 (78 former employees within the penalty statute of limitations. Calculated the same as waiting time penalties pursuant to Labor Code section 256 [\$15.30 average hourly rate x 7.33-hour day x 30 days = \$3,364.47. 78 former employees x \$3,364.47 = \$262,428.66]);
- *Reimbursement*: \$401,900 (4,019 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Failure to Maintain Accurate Records*: \$59,000 (\$500 x 118 employees within the penalty statute of limitations per Labor Code section 1174.5);
- *Sick Leave*: \$200,950 (per pay period violation rate of 100% x 4,019 pay periods x \$50 per pay period per Labor Code section 248.5(e)).

1 These amounts do not take into account any of the risks in proving the merits of the
2 underlying claims that the PAGA damages are based on. The identified risks would
3 likely eliminate several of the claims (*e.g.* minimum wages & waiting time penalties),
4 and/or substantially reduce the number of pay periods at issue due to the inability to
5 prove the claims in every pay period for every employee. In addition to the risks on the
6 merits, I believe the Court may exercise its discretion to reduce PAGA penalties in this
7 case because a majority of the civil penalties sought would be in addition to amounts
8 owed for substantive violations, some of the violations are due to technical non-
9 compliance with the Labor Code, such as derivative wage statement violations, several
10 of the violations under different statutes arise from the same, singular conduct *e.g.* off-
11 the-clock work and meal and rest period violations. Defendants produced wage and hour
12 policies and other documents related to attempts at complying with the California Labor
13 Code that a Court may find demonstrates a good faith attempt at compliance, and there
14 were several instances where the actual substantive loss experienced by Aggrieved
15 Employees was substantially less per pay period than the potential maximum penalty
16 that could be imposed. Courts are statutorily authorized to use discretion to reduce
17 penalties and the range of discretion used varies substantially. *See Thurman v. Bayshore*
18 *Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v.*
19 *Covidien Inc.*, 2011 WL 7563047, *3–4 (C.D. Cal. 2011) (82% reduction); *Magadia v.*
20 *Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019) (80% reduction);
21 *Hamilton v. Juul Labs, Inc.*, 2021 WL 5331451, *9-*10 (N.D. Cal. 2021). The 82%
22 reduction equates to roughly \$9-\$18 worth of civil penalties per pay period per
23 employee depending on the total potential value of the civil penalty (*i.e.* \$50-\$100),
24 which is more in line with actual awards based on my experience and review of awards
25 in other cases. Thus, after accounting for potential good faith defenses to the waiting
26 time penalty and minimum wage claims, the total exposure may be cut to approximately
27 \$336,159 (82% reduction) to \$1,307,285 (30% reduction) or lower due to the Court's
28 discretionary power to reduce civil penalties. It is important to note that this

discretionary reduction is completely separate and in addition to any risks on the merits. Given the substantial risks associated with the claims, I believe the amount that might ultimately be awarded under this claim would be significantly lower than the maximum civil penalties available. I believe allocating \$20,000 to the PAGA claims in this case is appropriate, especially in light of amounts that Courts have approved as reasonable valuations in other cases. *See Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on their being disputed and being part of a class settlement which was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to California class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*,

2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement fund).

10. In summary, Plaintiff's gross recovery of \$200,000 under the Agreement equals approximately 4.52% of the maximum value of the claims in this matter (\$4,423,943.95) and between 9.8% and 21.1% of the more realistic range of recovery (\$948,863.77 to \$2,039,339.30). After deducting the proposed allocations for attorneys' fees and costs, any Enhancement Payment, Settlement Administrator Costs, and the PAGA Payment from the Gross Settlement Amount, the net recovery under the Agreement, \$72,500, represents approximately 1.6% of the maximum value of the claims in this matter. The net recovery also represents between 3.4% and 7.6% of the more realistic range of recovery. The average net award is approximately \$291.16, which is the equivalent of approximately \$9.26 per workweek. I believe the Agreement is fair, reasonable, and adequate, representing a reasonable compromise of claims based on the legal and factual disputes in this case. The ability to secure a guaranteed settlement now and ensure Class Members receive some compensation, rather than proceed to further litigation and potentially recover nothing, was a motivating factor in reaching this Agreement.

11. In agreeing to represent Plaintiff and take on the case for all Class Members, our office agreed to take this case on a contingency basis, meaning that we would take a percentage of any settlement or judgment should we recover a monetary amount. We took a risk that we would not recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case may be subject to an unfavorable summary judgment ruling. However, we believe it is important to make sure employees are able to find affordable representation in order to ensure that employers are complying with all their legal obligations towards employees and paying employees all their hard-earned wages.

12. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two

recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my legal research and writing course, a Witkin Award in complex civil litigation, being a member of the Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business & Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society and an officer for the Latino Law Students Association from 2009 to 2010.

13. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp. became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to 2023, I have been recognized as a Super Lawyer (Rising Star). From 2023 to present, I have been recognized as a Super Lawyer. I have been a panel speaker and presented a number of seminars covering issues in wage and hour litigation in general and complex class and PAGA litigation in particular. These engagements include the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County Bar Assoc., Mar. 2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a Post-*Viking River Cruises* World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the Sacramento County Bar Association Labor and Employment Law Section's executive committee in 2019 and was the Chair of the executive committee for 2022. I have also been a member of the Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August 2020. My practice focuses on complex civil litigation, including wage and hour class actions, PAGA claims, and Fair

1 Labor Standards Act (“FLSA”) claims. I am actively involved in most all of the complex litigation
2 handled by our firm. Class and/or PAGA actions I have litigated or am currently litigating, including
3 the instant case, includes, but is not limited to, the following:

- 4 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 5 • *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 6 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 7 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 8 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080
9 (San Joaquin Sup. Ct.);
- 10 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 11 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 12 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
13 Sup. Ct.);
- 14 • *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.
15 Ct.);
- 16 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 17 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
18 00271174 (Sac. Sup. Ct.);
- 19 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
20 Ct.);
- 21 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
22 Ct.);
- 23 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
24 Sup. Ct.);
- 25 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- 26 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
27 Ct.);
- 28 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);

- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-00222101 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-

1 EFB (E.D. Cal.);

- 2 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 3 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 4 • *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 5 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
- 6 00082201 (Sac Sup. Ct.);
- 7 • *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- 8 • *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.) ;
- 9 • *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.) ;
- 10 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 11 • *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- 12 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 13 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.
- 14 Sup. Ct.);
- 15 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- 16 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

17 14. The preceding list does not include those cases where, for various reasons, the case was
18 filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

19 15. My partner, Galen T. Shimoda, Esq., worked with me on this matter and was critical in
20 assisting with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of
21 plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda
22 attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a
23 B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the
24 University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He
25 graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and
26 Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of
27 employment law articles for journals and our firm regularly publishes articles on our firm's website.
28 Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar)

1 Employment Review seminars from 2014 to the present. His speaking engagements include the
2 following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual
3 Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the
4 Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in
5 Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6)
6 CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law
7 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class
8 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,
9 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the
10 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour
11 Panel and AB 1825 Training: Updates on California’s New Wage Laws and Manager Compliance
12 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –
13 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento
14 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of
15 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and
16 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association -
17 PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017);
18 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a
19 Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013,
20 was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized
21 as a Super Lawyer from 2014 to present.

22 16. Mr. Shimoda has practiced law in California since being admitted to the State Bar in
23 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.
24 Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington &
25 Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is
26 in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and
27 Federal Courts, including up to certification, settlement, preliminary and final approval, and
28 disbursement of monies, and has been found to satisfy the adequacy requirements for class counsel.

1 Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel
2 include the following:

- 3 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 4 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 5 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 6 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 7 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 8 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 9 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 10 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 11 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
12 Sup. Ct.);
- 13 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 14 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
15 Ct.);
- 16 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
17 Ct.);
- 18 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
19 Sup. Ct.);
- 20 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 21 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
22 Ct.);
- 23 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 24 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
25 00209613 (Sac. Sup. Ct.);
- 26 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 27 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 28 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)

- 1 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
2 (San Joaquin Sup. Ct.);
- 3 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 4 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
5 Sup. Ct.);
- 6 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 7 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 8 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.
9 Sup. Ct.);
- 10 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 11 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 12 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 13 • *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 14 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 15 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 16 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 17 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- 18 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 19 • *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- 20 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 21 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 22 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
23 Sup. Ct.);
- 24 • *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- 25 • *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- 26 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 27 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 28 • *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);

- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

17. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

18. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr. Konini graduated from Seton Hall University School of Law. Prior to moving to California, he practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of individual and class action cases, including those involving wage and hour claims, Private Attorney General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing as an associate at my firm from approximately April 2019 to February 2021. He rejoined my firm in September 2022. Mr. Konini has experience drafting written discovery, taking and defending depositions, calculating class-wide damages, interviewing putative class members, drafting motions and briefs on complex class action procedures, negotiating class and individual damages claims, and communicating with opposing counsel regarding these items in navigating the litigation. Mr. Konini has also worked on other class and/or PAGA wage and hour actions that my firm has filed, namely

1 *Bertelli v. Air Products and Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v.*
2 *Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v.*
3 *Vander Schaaf Dairy*, et al., Case No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins*
4 *v. Kelly Services, Inc.*, Case No. 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources,*
5 *Inc.*, et al, Case No. 34-2021-00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental*
6 *Corporation (D/B/A Children's Choice Pediatric Dental Care)*, et al., Case No. 34-2020-00290072
7 (Sac. Sup. Ct.), *Lear v. Raxium, Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool*
8 *Time, LLC*, Case No. 34-2021-00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case
9 No. 34-2020-00285254-CU-OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No.
10 20CV01255 (Butte Sup. Ct.), *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac.
11 Sup. Ct.), *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
12 Sup. Ct), *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup.
13 Ct.), *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct). Mr.
14 Konini's practice largely revolves around wage and hour matters, including class and PAGA claims.

15 19. I am requesting attorneys' fees and costs pursuant to the common fund doctrine as I
16 believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977),
17 *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v.*
18 *Graulty*, 886 F.2d 268, 271 (9th Cir. 1989). Plaintiff and our firm have been able to secure an
19 identifiable benefit on behalf of the class and equity counsels that the cost of the representation should
20 be borne equally amongst all class members receiving these benefits. The settlement recovery provides
21 an excellent result and is the product of substantial time and effort in analyzing the facts and law
22 applicable to this case. I agreed to take this case on a contingency basis and as a class action with the
23 possibility that I would not receive any compensation for my time and efforts due to issues regarding
24 the merits and/or certification and have carried that risk over the course of the case. I have reviewed
25 fee arrangements and Court ordered fee awards in similar class cases and I believe that the thirty-five
26 percent (35%) fee request is within the accepted ranges. In my experience with contingency cases in
27 employment law cases, the typical percentage negotiated between parties ranges from thirty-five to
28 forty percent (35% to 40%) in individual litigation. In class action litigation, my experience in my own

1 firm and working with several other firms has been that the typical percentage negotiated between
2 parties and approved by a court ranges from thirty to forty percent (30% to 40%) based on the same
3 factors. I have also reviewed several recent Federal District Court Cases where the Court has approved
4 common fund based fee requests, which are cited in Plaintiff's Memorandum of Points and Authorities.
5 I believe my request of \$70,000 (approximately 35%) for attorneys' fees is justified given the results
6 obtained on behalf of the class. The expected total costs through final approval by Class Counsel are
7 not expected to exceed \$17,500. Filed with this Motion as Exhibit E is a true and correct copy of the
8 costs incurred to date and expected to be incurred through the completion of this case by Shimoda &
9 Rodriguez Law, PC. Any difference in the actual costs and the maximum amount allocated under the
10 Agreement will be added to the Net Settlement Amount.

11 20. I have used several class action administrator companies in the wage and hour class
12 actions I have resolved in the past and believe Apex Class Action, LLC will provide the best service to
13 administer the proposed class settlement. Apex Class Action, LLC has provided a quote for the
14 estimated maximum cost of administering the class settlement of approximately \$7,449.60. A true and
15 correct copy of a cost estimate provided by Apex Class Action, LLC is filed with this Motion as Exhibit
16 D. This is only an estimate, and final pricing may vary depending on the issues, if any, that arise during
17 the administration of the settlement. However, the difference between the actual, lesser costs and
18 \$10,000, if any, will be paid to the Participating Class Members on a pro rata basis.

19 21. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
20 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
21 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were
22 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
23 Exhibit G.

24 22. A true and correct copy of the proposed Notice of Settlement is being filed with this
25 Motion as Exhibit F. The Notice of Settlement will direct Class Members to the Court's public access
26 web portal and provide instructions on how to search for the case to find electronic copies of all filed
27 documents in this case and other pertinent case information found on the Court's public access web
28 portal. I believe utilizing the public access web portal is a superior method for online/electronic notice

1 to Class Members for several reasons. First, the case information and relevant settlement documents
2 will remain available for much longer on the public access web portal than on an administrator's
3 website. Generally, case web pages created by administrators are taken down shortly after any
4 compliance hearing whereas the case information on the public access web portal will remain available
5 for several years after any compliance hearing. Second, there are no added costs to Class Members in
6 utilizing the public access web portal. To the extent a Class Member has the means to access an
7 administrator web page (e.g. phone/computer & internet service), they will also be able to access the
8 public access web portal. There is no charge on the public access web portal for searches utilizing case
9 numbers and the Notice of Settlement will provide instructions for searching by case number. Third,
10 utilizing the public access web portal will result in fewer costs associated with settlement
11 administration, resulting in more funds to distribute to Class Members. Fourth, utilizing the public
12 access web portal will give Class Members a greater ability to keep apprised of the case status heading
13 into any final approval hearing(s) and/or compliance hearing(s). Finally, it will also help in
14 effectuating notice of final judgment to Class Members. To the extent final approval is granted, we
15 will file a notice of entry of judgement. For the reasons already stated above, the ease of access and
16 longevity of records on the public access web portal will make it easier for Class Members to obtain
17 and review the notice of judgment well into the future.

18 23. The designated *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. ("CPB") and
19 The Center For Workers Rights ("CFWR"). Only those funds that remain from uncashed settlement
20 checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement.

21 24. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was
22 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,
23 primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,
24 San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in
25 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,
26 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services
27 Program of Northern California ("VLSP") to Capital Pro Bono, Inc. CPB has been the recipient of *cy*
28

1 *pres* funds from several jurisdictions in the State of California, including from Sacramento County
2 Superior Court.

3 25. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the
4 Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to
5 their current or former employment. This assistance regularly includes, but is not limited to, free legal
6 advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay
7 reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal
8 forms, and direct representation in administrative hearings, including administrative hearings in front of
9 the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator
10 who provide assistance, along with experienced employment law attorney volunteers. These services
11 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP
12 and continuing through today under CPB.

13 26. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a
14 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the
15 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-
16 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with
17 workers and advises them as to the available legal remedies. In addition to individual counseling on
18 employment issues, the CFWR educates workers, unions, and community members about workplace
19 laws and remedies through “Know-Your-Rights” trainings conducted by the CFWR staff and volunteers.

20 27. The CFWR provides limited representation for low-wage workers in wage claims before
21 the California Labor Commissioner. The CFWR has provided services to low-wage workers in a variety
22 of industries across the entire state of California. CFWR primarily focuses on the enforcement of basic
23 workplace protections, including claims for unpaid wages, minimum wage violations, failure to pay
24 overtime, failure to pay reimbursement, waiting time penalties, and meal and rest period violations. The
25 CFWR helps workers navigate the wage claim process before the California Labor Commissioner
26 through advice given at its legal consultation clinics and/or, in some cases, through representing workers
27 in these claims. If the CFWR is approved as a *cy pres* beneficiary, the funds received will be dedicated
28

1 towards assisting low-wage workers with wage claims and enforcing the California Labor Code with
2 respect to those wage claims.

3 28. I believe the services provided by CPB and the CFWR promote the law consistent with
4 the objective of wage and hour class actions in general and in this case specifically.

5 29. I have spoken with every other attorney at my firm to determine whether they have any
6 relationship with either of the proposed *cy pres* beneficiaries.

7 30. I have volunteered for both organizations numerous times over the past several years,
8 either directly in the advice clinics or by presenting seminars on wage and hour laws for law students
9 seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB's advisory
10 committee. These organizations are non-profits that assist low-income workers throughout California,
11 giving free legal advice regarding employment law issues and representing employees with wage claims
12 before the California Labor Commissioner. I have witnessed firsthand the quality service and attention
13 these entities provide to individuals in need of employment law advice and representation at the
14 California Labor Commissioner.

15 31. Furthermore, CFWR and CPB have not, and do not, provide any referrals to Shimoda &
16 Rodriguez Law, P.C.

17 32. Galen T. Shimoda has volunteered for both organizations on and off over the past several
18 years through either presenting wage and hour seminars to law students who staff the free advice clinics
19 or helping at the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer
20 work with either organization since approximately March 2020. Mr. Shimoda has never received
21 payment or compensation of any kind in connection with any work he's done with either of the proposed
22 *cy pres* beneficiaries. Renald Konini has volunteered for the Cener For Workers' Rights by assisting at
23 a free advice clinic for low wage workers who needed advice regarding potential disputes with their
24 employers. Renald Konini has never done any work, volunteer or otherwise with Capital Pro Bono, Inc.

25 33. Neither my firm, myself, Mr. Konini, Ms. nor Mr. Shimoda have ever received any
26 compensation, direct or indirect, for designating CFWR or CPB as *cy pres* beneficiaries or in connection
27 with any of the volunteer work we have done with the organizations.
28

1 34. Plaintiff has entered into a separate individual settlement agreement resolving her
2 individual claims under the Ninth, Tenth, Eleventh, Twelfth, and Thirteenth Causes of Action for the
3 alleged violation of Failure to Accommodate in Violation of FEHA, Discrimination in Violation of
4 FEHA, Retaliation, Interference in Violation of CFRA, and Wrongful Termination in Violation of
5 Public Policy in exchange for a waiver of all her claims other than those wage and hour claims resolved
6 by the Agreement. The amount of the individual settlement is \$40,000, which is separate and apart from
7 the Gross Settlement Amount. Based on her hourly rate and the value of benefits and wages earned
8 Plaintiff earned as compensation on a standard 40 hour workweek, her annual earnings were
9 approximately \$45,760. Although Plaintiff was able to mitigate her damages by finding another job
10 after several months of unemployment, it did not provide the same level of pay or hours, resulting in a
11 continued loss of approximately \$63 per month for twenty-five (25) months, totaling \$6,855 in loss
12 wages. Given the facts of the individual claims discrimination, retaliation, failure to accommodate, and
13 potential wage loss, I believe a reasonable valuation of Plaintiff's individual claims would be
14 approximately \$106,855, representing the lost wages up to the estimated trial date and the equivalent of
15 two years' worth of lost wages to approximate the reasonable estimated value of claimed emotional
16 distress. Plaintiff resolving her claim for approximately 37.4% of its estimated worth is a substantial
17 compromise. I believe that compromise is in line with the compromises made for the class claims,
18 especially since her individual claims are not subject to such broad and categorical defenses like class
19 claims for waiting time penalties or liquidated damages on unpaid minimum wages are, nor are they
20 subject to discretionary reductions like PAGA penalties are. Furthermore, the individual settlement is
21 not contingent on Plaintiff's approval of the class and PAGA settlement in any way. In fact, the
22 individual settlement has already been paid. There is no inappropriate preferential treatment for
23 Plaintiff's individual claims over the class and PAGA claims in any way.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing is
25 true and correct. Executed on March 19, 2026, in Sacramento, California.

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28



Justin P. Rodriguez

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Justin P. Rodriguez (Cal. State Bar No. 278275)
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7 Attorneys for Plaintiff KYLI BROWN
individually and on behalf of similarly situated employees
8
9

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN JOAQUIN**

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

14 Plaintiff,

15 vs.

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

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

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

CLASS ACTION

**DECLARATION OF KYLI BROWN IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: _____
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

1 I, Kyli Brown, declare:

2 1. I am a competent adult and I have personal knowledge of the facts set forth in this
3 declaration. I am making this declaration on behalf of myself, as a named plaintiff, and in support of
4 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendants Windwalker Security Patrol, Inc., Blanca Berenice Edwards,
6 individually and doing business as Assertive Protective Service, and Richard Valladao Edwards
7 ("Defendants") from approximately February 13, 2019, to August 11, 2023, as a non-exempt employee.
8 I was subject to all of Defendants' policies and practices that have been alleged as unlawful in the
9 Complaint and the notice sent to the Labor and Workforce Development Agency ("LWDA"), including
10 the following: failure to pay overtime, failure to pay minimum wages, failure to provide accurate wage
11 statements, failure to timely pay final wages, failure to provide meal and rest periods or pay premiums in
12 lieu thereof, failure to pay reimbursement for expenses, failure to maintain accurate records, failure to
13 pay sick leave and violation of Labor Code section 558.

14 3. I have actively participated in the litigation of this case for the benefit of all Class
15 Members. After securing Shimoda & Rodriguez Law, PC, as counsel, I continued to be actively
16 involved in the case to help ensure a positive outcome. I began working with Shimoda & Rodriguez
17 Law, PC, to investigate the claims on August 15, 2023, discussing the facts of the case, showing and
18 explaining the context behind the documents I had to support the claims, and discussing potential
19 witnesses to corroborate the information I was providing.

20 4. My attorneys explained to me the risks and benefits of bringing a class action and a claim
21 under the Private Attorneys General Act ("PAGA"). I understood that pursuing the wage and hour
22 claims as a class and PAGA action meant that it would take substantially longer than pursuing these
23 claims individually, whether in Court or with the California Labor Commissioner, and that I risked
24 getting nothing in the end, but I believed it was important to make sure that Defendants followed the law
25 for everyone. I undertook a professional and financial risk in pursuing the case as a class and PAGA
26 action because my name would be on a publicly available document showing that I had sued a former
27 employer at a time when I was unemployed and searching for a new job and, if unsuccessful in bringing
28 the claims, I would be obligated to pay Defendants' costs incurred over the course of this complex

1 litigation. My understanding is that this is a substantial risk because the costs associated with litigation,
2 in general, are very high and this cost is multiplied many times over in complex litigation like class
3 actions.

4 5. During the course of this litigation, I have given detailed accounts of all the facts related
5 to my employment. I provided my attorneys with extensive documentation that I believe supported the
6 wage and hour claims brought against Defendants. I met with and assisted my attorneys in
7 understanding these documents and providing context for Defendants' payroll process as it applied to
8 me and how I believed it applied to Defendants' other employees within the class. I worked in the office
9 and as a security guard at various points during my employment, so I was able to discuss the similarities
10 of the wage and hour policies and practices among all Class Members.

11 6. The work I performed for this case included an extensive review of documents and
12 payroll practices to show and explain to my attorneys what was happening and why I thought it was
13 unlawful. For example, I explained to my attorneys my job duties and responsibilities, the type of tasks
14 and work performed in a typical day and any circumstances that would cause relevant differences to my
15 daily work that affected the class claims. We reviewed payroll and personnel file documents to see
16 whether and how any of the documents corroborated the validity of the claims and listed potential
17 witnesses related to any issues raised by the documents. Additionally, I helped review and explain to
18 my attorneys different documents such as paystubs and payroll records, meal and rest period policies,
19 timecards, work schedules, and Defendants' practices relating to such policies. I also produced many
20 text messages and phone records via formal discovery that helped give context to claims in the case,
21 responded to written discovery, provided testimony at deposition, and participated in mediation to assist
22 my attorneys and help flesh out facts that were important to our claims. This addressed all the claims
23 alleged and we continued to discuss and review these items throughout the case as more information was
24 provided by Defendants. The review became even more detailed when reviewing and discussing the
25 payroll data sample that was produced as part of informal discovery for mediation. I also spent a
26 substantial amount of time working to identify potential witnesses and speaking to others who could be
27 interviewed by my attorneys and provide declarations.

1 7. I participated in the negotiations and settlement discussions in this case, including written
2 discovery, having my deposition taken, and participating in mediation by phone, speaking with my
3 attorneys to answer questions, provide any additional information needed to assist the negotiations, and
4 discussing the potential terms of the Agreement to evaluate its adequacy. Throughout the course of this
5 litigation I have asked questions when I needed clarification about various aspects of this case to make
6 sure steps were continually taken to advance the interests of Class Members.

7 8. To date, I estimate that I have spent approximately 90-115 hours assisting my attorneys
8 in litigating this case. I expect that the amount of time I spend on this case will increase if preliminary
9 approval is granted because Class Members will likely reach out to me about the Settlement, the Notice
10 of Settlement, and the process for receiving payment.

11 9. I believe I have experienced several substantial burdens as a result of filing this lawsuit
12 that other Class Members were not subject to. As noted above, I took on the professional risk of
13 lengthening my unemployment after working for Defendants because future employers were able to see,
14 from publicly available documents, that I sued my former employer. Additionally, I undertook the risk
15 of having to pay Defendants' litigation costs if the Court or jury ruled against us on the claims. I have
16 spent a substantial amount of time in this case pursuing the wage and hour claims to secure a monetary
17 benefit for many individuals who have not had to do anything whatsoever to have the opportunity to
18 receive it. After I eventually secured another job, the time I have spent on this case has had to occur
19 during my lunch and/or break times, after hours, and on my days off. Rather than spend this time with
20 friends, family and my young children, I have spent this time for the benefit of Class Members. Also, I
21 have experienced a great deal of stress and anxiety due to the litigation in this case. I am also pregnant
22 and provided a whole day of testimony at my deposition.

23 10. I have entered into a settlement agreement with Defendant to resolve the individual
24 claims I brought in this matter. The individual settlement was for \$40,000 in exchange for a release of
25 all claims except for the class and PAGA wage and hour claims. My individual settlement was not
26 contingent on my approval of the class and PAGA settlement in any way. Given what I experienced, I
27 believe the \$40,000 is a reasonable compromise to resolve my individual claims.

1 11. I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and
2 Release, discussed the terms with my attorney, and asked my attorney any questions I had. I believe the
3 terms of the Settlement and allocations are fair and reasonable given the facts of the case.

4 12. I believe awarding the full Enhancement Payment is warranted given the time I have
5 spent on the case, the benefit secured for Class Members and the LWDA, and the risks and burdens I
6 have experienced as a result of this litigation. I understand that any Enhancement Payment I may receive
7 is for my participation as a Class Representative and it is not contingent on my support or approval of
8 the Agreement.

9 13. I have no interest in the designated *cy pres* beneficiaries, Capital Pro Bono, Inc., and the
10 Center for Workers' Rights, whether financial, in their governance, or otherwise.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct. Executed on 03/19/2026 in Lodi, California.

13
14 

Kyli Brown (Mar 19, 2026 10:09:52 PDT)

Kyli Brown

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Attorneys for Plaintiff KYLI BROWN
individually and on behalf of similarly situated employees

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 10*

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN SUPPORT
OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: _____

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

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	Apex Class Action, LLC, Bid
E	Plaintiff's Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: March 19, 2026

Shimoda & Rodriguez Law, PC

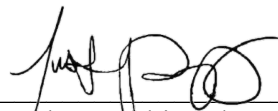
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiff

EXHIBIT A

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BLANCA BERENICE EDWARDS, individually and doing business as
Assertive Protective Service, and RICHARD VALLADAO EDWARDS

**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

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

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

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiff Kyli Brown (“Plaintiff”), on behalf of herself, the Labor and Workforce
3 Development Agency, Class Members, and Aggrieved Employees, and Defendants Windwalker Security
4 Patrol, Inc., Blanca Berenice Edwards, individually and doing business as Assertive Protective Service,
5 and Richard Valladao Edwards (“Defendants”). This Agreement is subject to the terms and conditions set
6 forth below and the approval of the Court.

7 **1. DEFINITIONS**

8 The following terms, when used in this Agreement, have the following meanings:

9 1.1 “Action” means the above stated lawsuit, *Brown v. Windwalker Security Patrol, Inc., et al.*,
10 San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0010634, filed October 6, 2023.

11 1.2 “Aggrieved Employee(s)” means all non-exempt employees who worked or continue to
12 work for Defendants in California at any time between October 6, 2022, up to either (1) the Preliminary
13 Approval Date, or January 10, 2026, whichever is earlier.

14 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
15 Regarding Class Action and PAGA Settlement and Release.

16 1.4 “Class Counsel” means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of
17 Shimoda & Rodriguez Law, PC.

18 1.5 “Class Member(s)” means all non-exempt employees who worked, or continue to work for
19 Defendants in California at any time between October 6, 2019, up to either (1) the Preliminary Approval
20 Date, or (2) January 10, 2026, whichever is earlier.

21 1.6 “Class Period” means October 6, 2019, up to either (1) the Preliminary Approval Date, or
22 (2) January 10, 2026, whichever is earlier.

23 1.7 “Class Representative” means Plaintiff Kyli Brown.

24 1.8 “Class Representative’s Released Claims” means any and all claims of any nature, known
25 or unknown, contingent or accrued, against all Released Parties, whether in tort, contract, or equity,
26 including, but not limited to, the Released Claims, and any claims arising out of or relating to any work
27 performed by Plaintiff and/or Plaintiff’s engagement to perform any work. This includes waiving and
28 relinquishing any and all rights and benefits that Plaintiff may have under the law of any other state or

jurisdiction, or common law principle, to the same or similar effect, concerning the claims released herein. Notwithstanding the foregoing or the statement of released claims in Section 6.1-6.3, Plaintiff Kyli Brown is not waiving her individual, non-wage and hour claim asserted in the Action (i.e. Failure to Accommodate in Violation of FEHA, Discrimination in Violation of FEHA, Retaliation, Interference in Violation of CFRA, and Wrongful Termination in Violation of Public Policy) as those claims are being resolved and waived through a separate individual agreement.

1.9 “Complaint” means the operative Complaint on file in the Action with the Court.

1.10 “Court” means the San Joaquin County Superior Court.

1.11 “Defendants” means Windwalker Security Patrol, Inc., Blanca Berenice Edwards, individually and doing business as Assertive Protective Service, and Richard Valladao Edwards.

1.12 “Defendants’ Counsel” means Neumiller & Beardslee, PC.

1.13 “Enhancement Payment” means the amount approved by the Court to be paid to the Class Representative in recognition of the time and effort expended on behalf of Class Members for the benefit of Class Members, which is in addition to any Individual Settlement Amount paid to the Class Representative as a Participating Class Member.

1.14 “Effective Date” means the Final Approval Date unless there is a timely objection lodged that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day after a signed order approving this settlement has been filed provided no appellate proceeding has been filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of this settlement and there is no right to pursue further remedies or relief, whichever is later.

1.15 “Final Approval Date” means the date a signed order granting final approval of this Agreement is filed with the Court.

1.16 “Gross Settlement Amount” is the sum of Two Hundred Thousand Dollars (\$200,000).

1.17 “Individual Settlement Amount” means an individual Class Member’s and Aggrieved Employee’s allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in Sections 1.19, 1.23, 5.5, and 5.8.

1.18 “LWDA” means the California Labor and Workforce Development Agency.

1 1.19 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
2 distribution to Class Members, as described in this Agreement, after deduction of Class Counsel’s
3 attorney’s fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement
4 Payment to the Class Representative.

5 1.20 “Notice of Settlement” means the document substantially in the form attached hereto as
6 Exhibit 1.

7 1.21 “Notice Period” means sixty (60) calendar days from the initial mailing of the Notice of
8 Settlement to Class Members and Aggrieved Employees.

9 1.22 “PAGA” means Private Attorneys General Act.

10 1.23 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
11 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

12 1.24 “PAGA Claim Period” means all non-exempt employees who worked or continue to work
13 for Defendants in California at any time between October 6, 2022, up to either (1) the date a signed order
14 preliminarily approving the settlement is filed, or (2) January 10, 2026, whichever is earlier.

15 1.25 “Parties” mean Defendants and Plaintiff.

16 1.26 “Participating Class Member” means any and all Class Members who have not made any
17 timely request to opt-out of the Agreement.

18 1.27 “Preliminary Approval Date” means the date an order granting preliminary approval of this
19 Agreement is filed with the Court.

20 1.28 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
21 benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments
22 under this Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement
23 shall remain the property of Defendants until the payments required under the Agreement are made.

24 1.29 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved
25 Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class
26 Members, workweeks shall be defined as any week in which at least one (1) shift was worked by a Class
27 Member in California during the Class Period. For Aggrieved Employees workweeks shall be defined as
28 any week in which at least one (1) shift was worked by an Aggrieved Employee in California during the

PAGA Claim Period. The calculation of a Class Member's and/or Aggrieved Employee's workweeks and a determination as to whether a Class Member and/or Aggrieved Employee was actively employed in California in a particular workweek shall be construed from Defendants' records.

1.30 "Released Class Claims" means any and all wage and hour claims that are alleged in the Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the Complaint, through the Class Period. This release excludes the release of claims not permitted by law. The Released Class Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out.

1.31 "Released PAGA Claims" means any and all claims for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff's notice letter to the LWDA and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in Plaintiff's notice letter to the LWDA during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

1.32 "Released Parties" means Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, and insurers.

1.33 "Settlement Administrator" means and refers to Apex Class Action, LLC, the third-party entity that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties each represent that they do not have any financial interest in the Settlement Administrator.

1.34 "Settlement Administrator Costs" means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, and shall include all costs of administering the Agreement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Class Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class Members and/or Aggrieved Employees, Class Counsel, and Defendants' Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and

1 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any,
2 making related payment to federal and state tax authorities, if any, and issuing tax forms relating to
3 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any
4 other filings required by any governmental taxing authority or agency; all costs and fees associated with
5 preparing any other notices, reports, or filings to be prepared in the course of administering Individual
6 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator
7 in connection with the execution of its duties under this Agreement.

8 **2. DESCRIPTION OF THE LITIGATION**

9 2.1 On or about October 6, 2023, Plaintiff sent notice to the LWDA to exhaust administrative
10 remedies under the PAGA for failure to pay overtime wages, failure to pay minimum wages, failure to
11 provide meal periods or pay meal period premiums in lieu thereof, failure to provide rest periods or pay
12 rest period premiums in lieu thereof, failure to provide accurate wage statements, failure to pay final wages,
13 failure to pay reimbursements for expenses, and failure to maintain accurate records, failure to provide paid
14 sick leave. The LWDA did not respond to the notice within the statutorily required time frame and, as
15 such, Plaintiff became authorized to act as a Private Attorney General on all alleged PAGA claims.

16 2.2 On or about October 6, 2023, Plaintiff filed a class action Complaint in San Joaquin County
17 Superior Court on behalf of herself and Class Members alleging claims for (1) Failure to Pay Overtime
18 Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods, (4) Failure to Provide
19 Rest Periods, (5) Wage Statement Violations, (6) Failing to Pay Final Wages, (7) Failure to Reimburse
20 Expenses, (8) and (9) Unfair Competition. Plaintiff also included individual claims on behalf of herself
21 for Failure to Accommodate in Violation of FEHA, Discrimination in Violation of FEHA, Retaliation,
22 Interference in Violation of CFRA, and Wrongful Termination in Violation of Public Policy. Plaintiff filed
23 a First Amended Complaint on approximately December 22, 2023 to add a PAGA cause of action based
24 on the violations alleged in the October 6, 2023 notice to the LWDA on behalf of herself and Aggrieved
25 Employees.

26 2.3 Through formal discovery, Defendants and Defendants' Counsel provided Class Counsel
27 with copies of all applicable versions of its policies and procedures, employee handbooks, information on
28 Class Members including, but not limited to, Class Members' workweeks, dates of employment, total

1 number of Class Members, their rates of pay, and pay periods as well as timecard data and payroll reports
2 for a randomly selected sample of Class Members.

3 2.4 After Class Counsel received the data, the Parties engaged in informal settlement
4 negotiations, but were not able to come to a resolution. On November 11, 2025, the Parties participated in
5 a lengthy mediation with private mediator Kelly A. Knight. At the conclusion of the mediation, the Parties
6 were able to come to a resolution. At all times, the Parties' settlement negotiations have been non-collusive,
7 adversarial, and at arm's length.

8 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties, document
9 productions, extensive legal analysis, the provision of information by Defendants to Plaintiff and the
10 detailed analysis of the records, including expert analysis, have permitted each side to assess the relative
11 merits of the claims and the defenses to those claims.

12 2.6 In the Action, Plaintiff contends that Defendants violated California law by 1) failing to
13 compensate employees for all hours worked because of Defendants' policy of requiring employees to report
14 to their posts five (5) minutes prior to their assigned shift, 2) by requiring all employees to work on duty
15 meal periods and rest periods, 3) failing to pay employees any meal and rest period premiums, 4) failing
16 to pay overtime unless it was scheduled, approved, and made known to the employees in advance, 5) and
17 for failing to reimburse employees for all costs associated with the use of their personal cell phone for
18 work purposes. Defendants have denied each of Plaintiff's claims and Defendants have denied that this
19 Action is appropriate for class certification for anything other than settlement purposes. The agreed upon
20 Gross Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the
21 underlying claims and the class data supporting these claims. The Parties, with the assistance of the
22 mediator, also assessed appropriate discounts to the potential liability based on Defendants' factual and
23 legal contentions and defenses.

24 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery
25 and the information exchanged to date, are more than sufficient to assess the merits of the respective
26 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class Counsel,
27 Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled in a
28 manner and upon such terms and conditions set forth herein in order to avoid further expense,

1 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
2 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
3 Plaintiff, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for
4 the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and
5 circumstances.

6 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

7 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
8 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
9 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
10 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
11 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
12 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall
13 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
14 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
15 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
16 evidence that may be applicable.

17 3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties,
18 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants
19 have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
20 the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to
21 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,
22 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
23 any and all other potential defenses or privileges.

24 **4. SCOPE OF THE CLASS**

25 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
26 obligations and duties required under the Agreement, shall include all Class Members as defined in Section
27 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class
28

Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in Section 7.5.1.

4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under this Agreement.

4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a data request to the Settlement Administrator. The data request must contain all of the following information: (a) the full name and, if applicable, Social Security Number of the individual making the request; (b) the name used by such employee as of the time his or her employment with Defendants ended; (c) the individual's dates of employment with Defendants; and (d) a return address to which a response may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event more than two business days) transmit the data requests to Defendants' Counsel and request that Defendants review their records.

4.4 If Defendants agree that the person listed in a data request is a Class Member and/or Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the person who submitted the data request, at the address designated for that purpose in the data request. All provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent in response to data requests, and any person who submits a data request and is sent a Notice of Settlement in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved Employee for all other purposes.

4.5 If Defendants do not agree that the person listed in a data request is a Class Member and/or Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute in good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request dispute. Defendants' records shall control unless the individual submitting the data request provides persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendants'

Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7) calendar days after Defendants' Counsel and Class Counsel submit the dispute to the Settlement Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject to Court review.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendants shall pay the Gross Settlement Amount (\$200,000). Funding of the Gross Settlement Amount shall occur no later than November 11, 2026, or 21 calendar days after the "Effective Date," whichever is later, to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount includes payments to Participating Class Members, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payment to the Class Representative and the PAGA Payment. Any monies necessary to satisfy Defendants' tax obligations (*e.g.* employer FICA, FUTA and SDI contributions on wage payments) on any monies distributed to Participating Class Members will be paid in addition to the Gross Settlement Amount.

5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35% threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to exceed \$17,500, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the \$17,500 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class

Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the Gross Settlement Amount and shall not exceed \$10,000. The difference between any actual costs and the allocated \$10,000 shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for an Enhancement Payment to the Class Representative in an amount not to exceed \$10,000 to compensate for the risks, time, and expense of her involvement in the Action and securing the benefits of this Agreement for Class Members. The Enhancement Payment is in addition to the Individual Settlement Amount Plaintiff would otherwise be due under the Agreement as a Participating Class Member. Defendants have agreed to not oppose Class Counsel's request for an Enhancement Payment to Plaintiff so long as it does not exceed the amount stated herein. The Enhancement Payment will be designated as a non-wage payment and reported on an IRS Form 1099-MISC. In the event that the Court awards less than the Enhancement Payment amount requested, then any portion of the requested amount not awarded to the Class Representative shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.5 PAGA Payment: Twenty Thousand (\$20,000) of the Gross Settlement Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro rata basis as described below in Section 5.8. Any amount not approved by the Court for the allocated PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by cashing their respective settlement checks before the deadline to do so, that remaining amount shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

1 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
2 Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year in
3 which such amounts were actually received. It is expressly understood and agreed that the receipt of such
4 Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee to
5 any new or additional compensation or benefits under any company bonus or other compensation or benefit
6 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating
7 Class Member Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching
8 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement
9 Amounts provided for in this Agreement are the sole payments to be made by Defendants to the
10 Participating Class Members and Aggrieved Employees in connection with this Agreement
11 (notwithstanding any contrary language or agreement in any benefit or compensation plan document that
12 might have been in effect during the period covered by this Agreement).

13 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved
14 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
15 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for
16 approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Settlement
17 Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially determined by
18 dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of
19 all Class Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the
20 Class Member's individual share of the Net Settlement Amount. Any funds allocated to Class Members
21 under this formula who timely opt out of the Settlement will be redistributed to Participating Class
22 Members on a pro rata basis, *i.e.* each Participating Class Member's share will be determined by dividing
23 their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all
24 Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to
25 arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each Aggrieved
26 Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total
27 Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all
28

Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Participating Class Members as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Individual Settlement Amounts to Participating Class Members and Aggrieved Employees are as follows:

5.9.1 One Third (1/3) of each Participating Class Members' share of the Net Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes. Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual Settlement Amount.

5.9.2 Two Thirds (2/3) of each Participating Class Members' share of the Net Settlement Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Participating Class Members shall receive IRS Forms 1099-MISC and 1099-INT and this payment shall be divided equally among the 1099-MISC and 1099-INT designations.

5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants' Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes. No party has made any representation to any of the other Parties as to the taxability of any payments pursuant to this Agreement, including the payments to Participating Class Members, the

1 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class
2 Representative, the payroll tax liability of Defendants, or the allocation of the Net Settlement Amount or
3 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
4 implications of any provision of this Agreement.

5 5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this
6 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
7 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
8 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
9 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as
10 described in Section 3 because the Court, in its independent determination, finds that the Agreement does
11 not meet the standards for settlement approval, then Defendants and Plaintiff shall be equally responsible
12 for the costs of the Settlement Administrator incurred between the date the Agreement was executed and
13 the date of such event.

14 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
15 only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for
16 establishing class certification have been met and are met.

17 5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes
18 of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and
19 Aggrieved Employees.

20 **6. RELEASE**

21 6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all
22 Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims
23 as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their
24 successors in interest will be permanently enjoined and forever barred from prosecuting any of Released
25 Class Claims against any of the Released Parties.

26 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
27 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
28 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in

1 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA
2 Claims against any of the Released Parties.

3 6.3 Release by Plaintiff: Upon the Effective Date, Plaintiff will be deemed to fully, finally and
4 forever release the Released Class Claims, Released PAGA Claims, and Class Representative's Released
5 Claims as to all Released Parties. In addition, on the Effective Date, Plaintiff and any successors in interest
6 will be permanently enjoined and forever barred from prosecuting any of the Released Class Claims,
7 Released PAGA Claims, and Class Representative's Released Claims against any of the Released Parties.

8 **7. SETTLEMENT ADMINISTRATION**

9 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:
10 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are
11 valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the
12 Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate
13 any individual Class Members and Aggrieved Employee whose address or contact information as provided
14 to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class
15 Members; 4) providing notification to the appropriate state and federal officials of this Agreement as
16 required under the law; 5) receiving, independently reviewing, and resolving any challenges (in
17 consultation with Class Counsel and Defendants' Counsel) from Class Members or Aggrieved Employees,
18 including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving
19 and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or
20 any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests
21 for information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9)
22 determining and paying the final amounts due to be paid under the Agreement after resolution of all
23 challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA
24 Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability
25 to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late opt-
26 outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual funds
27 from uncashed checks; 12) reporting to Class Counsel and Defendants' Counsel regarding the statistics of
28 the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of

forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to Participating Class Members and Aggrieved Employees; and 15) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement will provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the individual's Qualifying Workweeks, and how to opt-out from the Agreement. The Notice of Settlement will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments, proposed Settlement Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the class, the nature and extent of the released claims, dates set for a fairness hearing and hearing on Class Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include information regarding Class Member's and Aggrieved Employee's estimated Individual Settlement Amount. The Notice of Settlement will provide information on how to access electronic copies online of the Notice of Settlement, any motions for approval of the Agreement, any motions for approval of attorneys' fees and costs, and any other documents as the Court directs.

7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the first and last name, last known mailing address, last known telephone number, Social Security Number, the number of

1 weeks in which at least one (1) shift was worked for each Class Member and Aggrieved Employee, and
2 any other information the Settlement Administrator needs to effectuate notice to Class Members and
3 Aggrieved Employees as outlined herein. The Settlement Administrator shall review the data to determine
4 the number of Qualifying Workweeks for each Class Member and Aggrieved Employee. No later than
5 fourteen (14) calendar days after receipt of such address information, the Settlement Administrator will
6 perform a national change of address (“NCOA”) search, update the addresses per the results of the NCOA
7 search, and then mail the Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class
8 Member and Aggrieved Employee by first-class mail, postage prepaid. The Settlement Administrator shall
9 maintain all information received from Defendants confidential to itself, and Defendants’ Counsel.
10 However, Class Counsel shall be able to review the breakdown of Qualified Workweeks and estimated
11 Individual Settlement Amounts for Class Members and Aggrieved Employees prior to mailing for quality
12 assurance provided the personal identifying information is redacted and/or omitted.

13 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
14 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice
15 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)
16 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly
17 attempt to determine a correct address using a skip-trace, computer or other search using the name, address
18 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within
19 five (5) calendar days to any more recent address found as a result of the search. Following each search
20 that does not result in a corrected address, for those Class Members who appear to be current employees
21 of Defendants at the time of the Preliminary Approval Date, the Settlement Administrator shall contact
22 Defendants’ Counsel for assistance and Defendants shall cooperate in good faith with the Settlement
23 Administrator’s reasonable efforts to obtain valid mailing addresses for Class Members to the extent they
24 are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address
25 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,
26 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-
27 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are
28

1 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall
2 be bound by all terms of the Agreement, including the releases contained in Section 6.

3 7.5 Responses to Notice of Settlement:

4 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to
5 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The
6 request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or
7 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be
8 excluded from the settlement; (c) identify the case name and number (*i.e. Brown v. Windwalker Security*
9 *Patrol, Inc., et al.*, Case No. STK-CV-UOE-2023-0010634); (d) be signed; and (e) be post-marked no later
10 than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member
11 must personally sign the request to opt-out. No request to opt-out may be made on behalf of a group of
12 Class Members. The date of the postmark on the return-mailing envelope shall be the exclusive means
13 used to determine whether a request to opt-out has been timely submitted. Any Class Member who requests
14 to opt-out of the Agreement will not be entitled to any portion of the Net Settlement Amount nor will they
15 have any right to object, appeal or comment thereon. The name of any Class Member who submits a valid
16 and timely opt out request will be specifically identified in any proposed order granting final approval.
17 Class Members who fail to submit a valid and timely request to opt-out shall be bound by all terms of the
18 Agreement and any order or final judgment thereon. Regardless of whether an Aggrieved Employee opts
19 out of being a Class Member, they will still receive their share of the PAGA Payment as Aggrieved
20 Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

21 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out, but who wishes
22 to object to this Agreement or otherwise to be heard concerning this Agreement, may submit a written
23 objection to the Settlement Administrator, who will promptly provide copies of the objection to Class
24 Counsel and Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only
25 approve or deny the Agreement, not change the terms of the Agreement. The written objection should (a)
26 state the Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact, a
27 Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d)
28 identify the case name and number (*i.e. Brown v. Windwalker Security Patrol, Inc., et al.*, Case No. STK-

CV-UOE-2023-0010634); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. Additionally, or in the alternative to sending a written objection to the Settlement Administrator, any Class Member may appear at the final approval hearing to state their objection.

7.5.3 Dispute Procedures: Any Class Member who disputes the number of Qualifying Workweeks on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two business days) forward all such disputes to Defendants' Counsel and request that Defendants review the dispute. Defendants' records shall presumptively control unless the Class Member can produce documentation evidencing other periods of employment worked. If Defendants agree with submitted information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that Class Member's Individual Settlement Amount. If Defendants disagree with the submitted information, Defendants' Counsel will promptly advise Class Counsel of the dispute, which includes turning over any documentation submitted by the Class Member as part of the dispute. Defendants' Counsel and Class Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class Counsel being advised of the dispute. Each dispute that Defendants' Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

7.5.4 Deficient Opt-Outs, Objections, or Disputes: In the event that a deficient opt-out, objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency letter, whichever is later.

7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and

shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

7.7 Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14) calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the statistics and responses of settlement administration to date and all the Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and Plaintiff: Within seven (7) calendar days after the Effective Date and the Court's determination of the amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to Plaintiff, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants' Counsel. Defendants shall wire the Gross Settlement Amount and applicable taxes necessary to fund the Settlement according to the schedule described in Section 5.1 to be held in trust in a QSF. Within seven (7) calendar days after Defendants fund the settlement, the Settlement Administrator shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to Plaintiff, the 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs, and payment to Participating Class Members and/or Aggrieved Employees as required under this Agreement and approved by Court.

7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide the Settlement Administrator with the pertinent taxpayer identification number and payment instructions after the Final Approval Date.

7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved Enhancement Payment to the Class Representative, care of Class Counsel unless another method is requested by Class Counsel.

1 7.8.3 Only Participating Class Members and Aggrieved Employees will receive their
2 Individual Settlement Amount.

3 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
4 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
5 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent
6 necessary to determine the amount of the payroll tax payment required.

7 7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall
8 issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the
9 form of a check, which shall become null and void if not deposited within one hundred eighty (180)
10 calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be
11 voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The
12 Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check
13 cashing deadline.

14 7.10 Settlement Administrator Declaration Regarding Compliance and Settlement
15 Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members
16 and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class
17 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete
18 and detailed report regarding the settlement administration documenting that all payments under the
19 Agreement have been made, that the Court's final approval order has been complied with, and that all the
20 obligations of the Settlement Administrator have been completed.

21 **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

22 8.1 The schedule may be modified depending on whether and when the Court grants necessary
23 approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The
24 schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as
25 described above. In the event of such modification, the Parties shall cooperate to complete the settlement
26 procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and
27 payment procedures carrying out the Agreement is as follows:
28

Last day for Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for 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 <i>cy pres</i> 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

9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within two weeks of signing this Agreement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or proposed revisions within two weeks after receipt of the draft Preliminary Approval Motion from Class Counsel. With regard to the final approval documents, a similar two-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)

1 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
2 approved as fair, reasonable and adequate as to the Class Members.

3 9.1.2 Defendants shall not oppose Plaintiff's motion for approval of the proposed
4 Agreement.

5 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during
6 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
7 appropriate to assure effective communication to individual Class Members of information about their
8 rights and obligations under this Agreement.

9 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
10 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
11 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
12 Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the
13 Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results
14 of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement
15 Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid
16 request to opt out during the Notice Period.

17 9.2.1 Class Counsel and Defendants shall work in good faith to draft a mutually agreeable
18 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The
19 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall
20 include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable
21 and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an
22 Enhancement Payment to the Class Representative; 3) Approving Class Counsel's application for an award
23 of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the Settlement
24 Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee administration and
25 enforcement of the terms of the Agreement and the Court's orders.

26 9.2.2 Following entry of the Court's order granting final approval of the Agreement, the
27 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:
28 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement

1 be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist
2 the Settlement Administrator as needed or requested in the process of identifying and locating Participating
3 Class Members and Aggrieved Employees entitled to payments under the Agreement and assuring delivery
4 of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with each other and assist the
5 Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as
6 specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement
7 Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

8 9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness
9 hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and
10 PAGA Settlement and Final Judgment.

11 9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development
12 Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

13 **10. MISCELLANEOUS TERMS**

14 10.1 Defendant's Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date,
15 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance
16 with the provisions of the Agreement, Defendants may rescind the Agreement and all actions taken in its
17 furtherance will be thereby null and void. Defendants must exercise this right of rescission, in writing, to
18 Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the
19 total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs
20 shall be paid by Defendants. Defendants have represented that there are no more than 7,828.29
21 workweeks during the Class Period. In the event the number of workweeks during the Class Period is
22 more than 9,002.53 (*i.e.*, greater than 15% more than 7,828.29), then the Gross Settlement Amount shall
23 be increased proportionally by the workweeks in excess of the 15% threshold.

24 10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
25 THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT
26 OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND
27 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
28 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR

1 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
2 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
3 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
4 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
5 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
6 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
7 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
8 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
9 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
10 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
11 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
12 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
13 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
14 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
15 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
16 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
17 THIS AGREEMENT.

18 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
19 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
20 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
21 and discharged in this Agreement.

22 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
23 signing this Agreement Defendants are waiving any rights to appeal from the Court's approval of the
24 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
25 Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

26 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
27 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
28 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

1 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will
2 be entered according to this Agreement. The Parties stipulate and agree that the San Joaquin County
3 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil
4 Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the
5 Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

6 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
7 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution
8 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the
9 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
10 contemplated by this Agreement and any other efforts that may become necessary by Court order, or
11 otherwise, to effectuate this Agreement and the terms set forth herein.

12 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendants of
13 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
14 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the
15 Complaint, the representative character of the Action, the validity of any of the claims that were or could
16 have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of
17 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
18 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members,
19 or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or
20 wrongdoing toward Plaintiff, the Class Members, or any other person. Each of the Parties has entered into
21 this Stipulation with the intention to avoid further disputes and litigation.

22 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
23 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
24 third business day after mailing by United States certified mail, return receipt requested, addressed as
25 follows:

26 To Plaintiff and the Class:

27 Galen T. Shimoda, Justin P. Rodriguez and Renald Konini
28 Shimoda & Rodriguez Law, PC
 9401 East Stockton Blvd., Suite 120
 Elk Grove, CA 95624

To Defendants:

Lisa Blanco Jimenez and Melissa Tong
Neumiller & Beardslee, PC
P.O. Box 20
Stockton, CA 95201-3020

10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement.

10.12 No Modifications: This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be discharged except by performance in accordance with its terms.

10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement.

10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement may be executed on behalf of all Class Members by the Class Representative.

10.15 Counterparts: This Agreement shall become effective upon its execution by all of the undersigned. Plaintiff, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed

1 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
2 and effect of originals.

3 10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
4 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
5 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
6 and governed by, the substantive laws of the State of California without giving effect to that State's choice
7 of law principles.

8 10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted
9 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
10 this Agreement, or any provision thereof.

11 10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be
12 construed as retaliation against any Class Members for participating or seeking to participate in this class
13 action settlement. The Parties will not discourage any class member from participating or seeking to
14 participate in this class action settlement. This is a material term of the Agreement and non-breaching
15 Parties will seek court intervention if this provision is breached.

16 10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the
17 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
18 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
19 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
20 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
21 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

22 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
23 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

24 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
25 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
26 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiff:

Date: 01/12/2026



Kyli Brown (Jan 12, 2026 16:23:39 PST)

Kyli Brown

For Defendants:

Date: _____

By: Richard Valladao Edwards
For Windwalker Security Patrol, Inc.

Date: _____

Blanca Berenice Edwards, individually and
doing business as Assertive Protective Service

Date: _____

Richard Valladao Edwards

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 01/12/2026

By: _____


Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorney for Plaintiff, Class Members, and
Aggrieved Employees

APPROVED AS TO FORM

NEUMILLER & BEARDSLEE, PC

Dated: _____

By: _____

Lisa Blanco Jimenez

Melissa Tong

Attorney for Defendants

10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this

Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiff:

Date: 01/12/2026



Kyli Brown (Jan 12, 2026 16:23:39 PST)

Kyli Brown

For Defendants:

Date: 01/21/2026

By: Richard Valladao Edwards
For Windwalker Security Patrol, Inc.

Date: 01/21/2026

Blanca Berenice Edwards, individually and
doing business as Assertive Protective Service

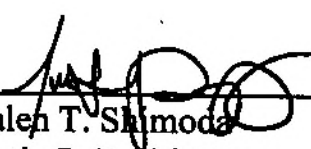
Date: 01/21/2026

Richard Valladao Edwards

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 01/12/2026

By: 

Gale T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorney for Plaintiff, Class Members, and
Aggrieved Employees

APPROVED AS TO FORM

NEUMILLER & BEARDSLEE, PC

Dated: 1/21/2026

By: 

Lisa Blanco Jimenez

Melissa Tong

Attorney for Defendants

Exhibit 1

CALIFORNIA SUPERIOR COURT
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

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: All non-exempt employees who worked, or continue to work, for Defendants in California at any time between October 6, 2019, through [REDACTED] (the "Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the San Joaquin County Superior Court ("Court") granting Plaintiff's motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Kyli Brown ("Plaintiff" or "Class Representative"), and Defendants Windwalker Security Patrol, Inc., Blanca Berenice Edwards individually and doing business as Assertive Protective Service, and Richard Valladao Edwards ("Defendants") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants' records indicate you fall within the definition of "Class Member." Defendants' records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On October 6, 2023, Plaintiff filed a Complaint against Defendants in the San Joaquin County Superior Court of California on behalf of herself and Class Members. The term "Action" means this putative class action pending in San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0010634. The Class Period is to either (1) the date an order preliminarily approving the settlement is filed, or (2) January 10, 2026, whichever is earlier (the "Class Period").

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendants violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods, 4) failing to provide rest periods, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to reimburse expenses, 8) failing to maintain accurate records, and 9) failing to provide paid sick leave. Plaintiff alleged these violations also caused derivative liability for unfair competition, and civil penalties under the PAGA. Defendants have denied all of Plaintiff's allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties

have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who worked or continue to work for Defendants in California at any time between October 6, 2022, to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Two Hundred Thousand (\$200,000) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney's fees not to exceed 35% of the Gross Settlement Amount, attorney's costs not to exceed \$17,500, Settlement Administrator Costs estimated not to exceed \$10,000, an Enhancement Payment to the Class Representative not to exceed \$10,000, and \$20,000 for alleged PAGA penalties (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member's share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members during the Class Period. Of the \$20,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees. The Gross Settlement Amount will be funded over time, with full payment being made no later than November 11, 2026, unless otherwise ordered by the Court. Distribution of settlement payments to Participating Class Members and Aggrieved Employees will take place after the settlement has been fully funded.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment ("Individual Settlement Amount") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees' allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties for which IRS Forms 1099-MISC will issue.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. The PAGA Claim Period is defined as all non-exempt employees who worked or continue to work for Defendants in California at any time between October 6, 2022, to [REDACTED]. Defendants' records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first

page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released . . . [1.30]

Aggrieved Employees will be deemed to have released . . . [1.31]

The individuals released ("Released Parties") include [1.32].

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Brown v. Windwalker Security Patrol, Inc., et al.*, Case No. STK-CV-UOE-2023-0010634); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Brown v. Windwalker Security Patrol, Inc., et al.*, Case No. STK-CV-UOE-2023-0010634); (e) be signed; and (f) be post-marked no later than [REDACTED]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at <https://www.sjcourts.org/search-case-by-party/>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 10C, 180 E Weber Avenue, Stockton, California on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://www.sjcourts.org/search-case-by-party/>. You can also contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Lisa Blanco Jimenez
Melissa Tong
Neumiller & Beardslee, PC
P.O. Box 20
Stockton, CA 95201-3020
Telephone: (209) 948-8200
Facsimile: (209) 948-4910
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

EXHIBIT B

10c
7/31

FILED

2024 MAY -8 PM 12: 04

STEPHANIE BOHRER, CLERK

BY  DEPUTY

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Renald Konini (Cal. State Bar No. 312080)
4 **Shimoda & Rodriguez Law, PC**
5 9401 East Stockton Boulevard, Suite 120
6 Elk Grove, CA 95624
7 Telephone: (916) 525-0716
8 Facsimile: (916) 760-3733

9 Attorneys for Plaintiff KYLI BROWN
10 Individually and on behalf of all other similarly situated employees

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**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; RICHARD
VALLADAO EDWARDS, an individual;
BLANCA BERENICE EDWARDS,
individually and doing business as
ASSERTIVE PROTECTIVE SERVICE; and
DOES 2 to 100, inclusive,

Defendants.

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

CLASS ACTION

**SECOND AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Unfair Competition
9. Failure to Accommodate in Violation of FEHA
10. Discrimination in Violation of FEHA
11. Retaliation
12. Interference in Violation of CFRA
13. Wrongful Termination in Violation of Public Policy
14. Private Attorneys General Act

DEMAND FOR JURY TRIAL

Plaintiff KYLI BROWN ("Plaintiff"), on behalf of herself and all other similarly situated employees, hereby files this Second Amended Complaint against Defendants WINDWALKER

1 SECURITY PATROL, INC., a California Corporation, RICHARD VALLADAO EDWARDS, an
2 individual, BLANCA BERENICE EDWARDS, individually and doing business as ASSERTIVE
3 PROTECTIVE SERVICE, and DOES 2-100, inclusive (hereinafter all collectively referred to as
4 "Defendants"). On information and belief, Plaintiff allege the following:

5 INTRODUCTION

6 1. This is a class action and a Private Attorneys General Act ("PAGA") lawsuit brought by
7 Plaintiff for overtime wages, minimum wages, meal and rest period violations, wage statement
8 violations, waiting time penalties, failure to reimburse expenses, and unfair competition. Plaintiff is also
9 brings individual claims for failure to accommodate and discrimination in violation of Fair Employment
10 and Housing Act, Government Code section 12900 *et seq.* ("FEHA"), retaliation, and interference in
11 violation of the California Family Rights Act ("CFRA"), and wrongful termination in violation of public
12 policy.

13 JURISDICTION AND VENUE

14 2. The San Joaquin County Superior Court has jurisdiction in this matter pursuant to
15 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
16 Labor Code, California Business and Professions Code, Wage Order No. 4, and the California
17 Government Code.

18 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
19 Defendants reside in San Joaquin County. In addition, some of the wrongful acts and violations of law
20 asserted herein occurred within San Joaquin County, and Defendants' obligation to pay wages arose in
21 San Joaquin County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
22 (1984).

23 4. For all causes of action falling within the FEHA Plaintiff has exhausted administrative
24 remedies by filing a claim with the Civil Rights Department (previously known as Department of Fair
25 Employment and Housing) against Defendants concerning all claims asserted against Defendants herein.
26 Plaintiff received notice of the right to sue Defendants from the Department and is filing this lawsuit
27 within one (1) year of receiving the right to sue notice.
28

5. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself and other similarly situated employees. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on approximately October 6, 2023. Plaintiff provided facts and legal bases for her claims within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the \$75.00 filing fee. The October 6, 2023, notice was also sent via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of herself and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees include, but are not limited to, the following: all non-exempt employees who worked, or continue to work, for Defendants in California at any time between October 6, 2022, to the present.

PARTIES

6. KYLI BROWN is an individual over the age of eighteen (18) and is a resident of the State of California.

7. On information and belief, Plaintiff alleges, WINDWALKER SECURITY PATROL, INC., is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

8. On information and belief, Plaintiff alleges, RICHARD VALLADAO EDWARDS, is now and/or at all times mentioned in this Complaint was an individual and the owner and operator of an industry, business and/or facility doing business in the State of California. On information and belief, Plaintiff alleges that RICHARD VALLADAO EDWARDS is an owner, director, officer, and/or managing agent of WINDWALKER SECURITY PATROL, INC., and a managing agent of ASSERTIVE PROTECTIVE SERVICE responsible for causing the violations outlined in the first through seventh causes of action. As such RICHARD VALLADAO EDWARDS is individually

liable pursuant to California Labor Code section 558.1. Pursuant to California Labor Code section 558.1, WINDWALKER SECURITY PATROL, INC., BLANCA BERENICE EDWARDS individually and doing business as ASSERTIVE PROTECTIVE SERVICE, and RICHARD VALLADAO EDWARDS are jointly and severally liable for each cause of action asserted herein. On information and belief, Plaintiff alleges that RICHARD VALLADAO EDWARDS trained subordinate staff to implement and carry out the policies and practices identified herein. As a result, whether directly or indirectly, RICHARD VALLADAO EDWARDS caused the violations identified herein. RICHARD VALLADAO EDWARDS was responsible for the violations stated herein as he was in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead.

9. On information and belief Plaintiff alleges BLANCA BERENICE EDWARDS is now and/or at all times mentioned in this Complaint was an individual and doing business as ASSERTIVE PROTECTIVE SERVICE in the State of California. On information and belief, Plaintiff alleges, BLANCA BERENICE EDWARDS, is an individual over the age of eighteen (18) and is a resident of the State of California. On information and belief, Plaintiff alleges that BLANCA BERENICE EDWARDS is an owner, director, officer, and/or managing agent of WINDWALKER SECURITY PATROL, INC., and doing business as ASSERTIVE PROTECTIVE SERVICE responsible for causing the violations outlined in the first through seventh causes of action. As such BLANCA BERENICE EDWARDS is individually liable pursuant to California Labor Code section 558.1. Pursuant California Labor Code section 558.1, WINDWALKER SECURITY PATROL, INC., BLANCA BERENICE EDWARDS doing business as ASSERTIVE PROTECTIVE SERVICE and RICHARD VALLADAO EDWARDS are jointly and severally liable for each cause of action asserted herein. On information and belief, Plaintiff alleges that BLANCA BERENICE EDWARDS trained subordinate staff to implement and carry out the policies and practices identified herein. As a result, whether directly or indirectly, BLANCA BERENICE EDWARDS caused the violations identified herein. BLANCA BERENICE EDWARDS was responsible for the violations stated herein as he was in a position of authority with the power and

responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead.

10. Defendants DOES 2 through 100 are affiliates, subsidiaries and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained.

11. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

12. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

13. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

14. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

15. Plaintiff brings the First through Eighth Causes of Action on behalf of herself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

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

16. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class

members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as seventy-eight (78) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants maintained accurate payroll records;
- (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative class members were not paid all overtime wages owed;
- (3) Whether as a result of Defendants' policies and practices, Plaintiff and putative class members were not paid all wages owed;
- (4) Whether as a result of Defendants' policies and practices, Plaintiff and putative class members were not reimbursed for using personal cell phones for work purposes;
- (5) Whether Defendants failed to pay meal and rest period premiums for meal and rest period violations;
- (6) Whether as a result of Defendants' policies and practices Plaintiff's and putative class members received all wages, due and owing, at the time of their termination or separation; and
- (7) Whether Defendants provided Plaintiff's and putative class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees who were not paid all

1 minimum wages owed, overtime wages owed, meal and rest period premiums, as a result
2 of Defendants' policies and practices resulting in inaccurate wage statements that did not
3 itemize the accurate minimum wages owed, overtime wages owed, meal and rest period
4 premiums, and sick leave accrued time/wages. Additionally, Defendants issued Plaintiff
5 and all members of the putative class wage statements that did not comply with Labor
6 Code section 226. As a result, Plaintiff and each member of the putative class will have
7 suffered the same type of harm and seek the same type of recovery based on the same
8 legal theories.

9 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
10 putative class. For all relevant times, Plaintiff resided in California and worked for
11 Defendants in California. Moreover, Plaintiff is an adequate representative of the
12 putative class as Plaintiff has no interests that are adverse to those of putative class
13 members. Additionally, Plaintiff has retained counsel who has substantial experience in
14 complex civil litigation and wage and hour matters.

15 (e) Superiority: A class action is superior to other available means for the fair and efficient
16 adjudication of the controversy since individual joinder of all members of the putative
17 class is impracticable. Class action treatment will permit a larger number of similarly
18 situated persons to prosecute their common claims in a single forum simultaneously,
19 efficiently, and without the unnecessary duplication of effort and expense that numerous
20 individual actions would engender. Further, as damages suffered by each individual
21 member of the class may be relatively small, the expenses and burden of the individual
22 litigation would make it difficult or impossible for individual members of the class to
23 redress the wrongs done to them, and an important public interest will be served by
24 addressing the matter as a class action. The cost to the court system of adjudication of
25 such individualized litigation would be substantial. Individualized litigation would also
26 present the potential for inconsistent or contradictory judgments.

27 17. Plaintiff is unaware of any difficulties that are likely to be encountered in the
28 management of this action that would preclude its maintenance as a class action.

1 **GENERAL ALLEGATIONS**

2 18. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 17 as though fully
3 set forth herein.

4 19. Plaintiff was employed by Defendants from February 13, 2019, to August 11, 2023, as a
5 non-exempt employee. Defendants provide security guards for security services to their clients. Plaintiff
6 was a non-exempt employee. Plaintiff was paid \$22 per hour. Plaintiff and similarly situated employees
7 worked for both Defendants.

8 20. Plaintiff and similarly situated employees worked over eight (8) hours a day and over
9 forty (40) hours per week. Plaintiff worked in a fast-paced environment which was very busy and that
10 caused Plaintiff to work off the clock. Plaintiff's schedule was from 8:00 a.m. to 4:00 p.m. However,
11 Defendants did not pay Plaintiff for off the clock work. Plaintiff estimates that she worked ten (10) to
12 fifteen (15) minutes off the clock either at the beginning of her shift or at the end of her shift
13 approximately three (3) times per week in order to finish her tasks. Defendants knew that Plaintiff
14 worked off the clock. RICHARD VALLADAO EDWARDS, Defendant WINDWALKER SECURITY
15 PATROL, INC.'s, CEO, told Plaintiff that Defendants will not pay Plaintiff for any overtime or hours
16 over her shift. Furthermore, Defendants required Plaintiff to be on call before and after her shift, at any
17 time of the day. Plaintiff received regularly text messages or calls regarding work issues and scheduling
18 issues throughout the day, even after her shift. Defendants required Plaintiff to respond to such calls and
19 resolve the issues. In fact, Plaintiff would receive such calls even when she was on vacation and would
20 end up working four (4) to five (5) hours one day resolving work issues. Defendants did not pay Plaintiff
21 for off-the-clock work and for any time spent while being on call or responding to calls after her shift.
22 Plaintiff is informed and believes that Defendants did not pay similarly situated employees for off-the-
23 clock work.

24 21. As a result, Defendants did not pay Plaintiff for overtime hours too. Defendants did not
25 pay Plaintiff for off-the clock work as explained above and for the time that she spent being on call and
26 responding to calls. Since Plaintiff worked over eight (8) hours per day and over forty (40) hours per
27 week, the off-the-clock hours were overtime hours. Plaintiff is informed and believes that Defendants
28 did not pay similarly situated employees for all overtime hours worked also.

22. Defendants further did not authorize and permit Plaintiff and similarly situated employees to take uninterrupted meal and rest periods. Defendants always required that Plaintiff and similarly situated employees take on duty meal and rest periods and to remain at their desk or station at all times. Plaintiff and similarly situated employees were not allowed to leave the work site during meal and rest periods and had to eat while they were working. Many times, RICHARD VALLADAO EDWARDS would ask Plaintiff and similarly situated employees to do certain tasks during their rest periods. Sometimes, RICHARD VALLADAO EDWARDS would tell similarly situated employees to take two five (5) minute breaks instead of the required ten (10) minute break. Furthermore, Defendants' written meal period policy was defective. The meal period policy states that an employee can take an on-duty meal period except when the employee's shift is not more than six (6) hours. The meal period policy does not advise employees that they are entitled to a second meal period if their shift is ten (10) hours or longer. Additionally, Defendants' written rest period policy is also defective because it states that if an employee works more than three- and one-half hours, the employee is entitled to a ten (10) minute break for every four (4) hours worked. The written rest policy does not state that employees are entitled to a ten (10) minute break if they work four (4) hours or a fraction of thereof. The rest period policy is confusing and confused employees as to when they were entitled to take the rest break. Defendants failed to pay Plaintiff and similarly situated employees meal and rest period premiums owed for non-compliant meal and rest periods.

23. Defendants also did not have a policy to reimburse Plaintiff and similarly situated employees for use of their personal cell phones for work purposes. Plaintiff and similarly situated employees used their personal cell phones to communicate with managers, supervisors, and other similarly situated employees regarding work issues. Similarly situated employees who were security guards used their cell phones to call and text the main office during their shift. They would text when they would start and finish the shift. Additionally, security guards would call 911 with their personal cell phones. Defendants did not reimburse Plaintiff and similarly situated employees for using their cell phone for work purposes.

24. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all overtime wages, minimum wages, and meal and rest period premiums owed, the wage statements

1 Defendants issued were defective. Specifically, Defendants did not accurately list total hours worked,
2 wages due, total missed meal and rest period premiums earned, accurate accrued sick hours, and the
3 corresponding rates of pay. Moreover, Defendants failed to provide Plaintiff and similarly situated
4 employees with the accurate accrual sick hours since accrual of sick hours is based on the number of
5 hours worked.

6 25. As a further result of Defendants' failure to pay Plaintiff and similarly situated employees
7 for all regular and overtime hours worked, failure to pay meal and rest period premiums, Defendants
8 failed to provide all final wages owed to Plaintiff and similarly situated employees within twenty-four
9 (24) hours of their termination or seventy-two (72) hours of their resignation.

10 26. Prior to taking medical/baby bonding leave, Plaintiff notified Defendants that she was
11 expecting a child in or around February 2023. Initially, Plaintiff informed Defendants that she planned
12 to come back on or about April 30, 2023. By January 2023, Plaintiff worked more than 1,250 hours for
13 Defendants, who employed more than 50 individuals at the time Plaintiff's made the requests for
14 medical disability and baby bonding leave outlined herein. Plaintiff was eligible to take up to eight (8)
15 weeks of disability and 12 weeks of leave under the CFRA at the end of her medical disability leave.
16 Plaintiff was expecting to have a baby on or around February 9, 2023. Plaintiff's physician placed
17 Plaintiff on leave due to medical reasons related to her pregnancy on or about January 4, 2023. Plaintiff
18 informed Defendants of the leave date and her expected delivery date. Plaintiff informed RICHARD
19 VALLADAO EDWARDS that she needed to take her time off prior to having the baby. Defendants
20 were aware of Plaintiff's medical leave and completed Plaintiff's medical leave disability form which
21 reported that Plaintiff's last day of work was January 3, 2023. However, Defendants required Plaintiff
22 to work during Plaintiff's medical leave because they did not have a replacement. As a result, Plaintiff
23 continued to work for Defendants until January 30, 2023.

24 27. January 30, 2023, was Plaintiff's last day of work. Plaintiff had to work that day because
25 there had been issues with the schedule and Defendants asked Plaintiff to fix the problem. Moreover, on
26 February 1, 2023, BLANCA BERENICE EDWARDS asked Plaintiff for help twice during that day. She
27 asked Plaintiff to call her and help her with issues at the office. However, Plaintiff had an emergency c-
28 section on February 2, 2023.

1 28. Even though Plaintiff was just one day removed from her c-section surgery, Defendants
2 contacted Plaintiff on February 3, 2023, to ask for help with the schedule. Plaintiff had to contact
3 BLANCA BERENICE EDWARDS via Facetime to walk her through how to open and restart the
4 schedule. This took approximately five (5) to fifteen (15) minutes.

5 29. On February 6, 2023, BLANCA BERENICE EDWARDS texted Plaintiff to ask her how
6 to activate an employee. Plaintiff called her and walked her through the steps to activate an employee.
7 Plaintiff spent approximately ten (10) to fifteen (15) minutes performing this task.

8 30. Again, on February 21, 2023, RICHARD VALLADAO EDWARDS contacted Plaintiff
9 via text to ask where health insurance folders were kept. During this day, BLANCA BERENICE
10 EDWARDS communicated with Plaintiff via text and telephone calls.

11 31. On March 6, 2023, BLANCA BERENICE EDWARDS texted Plaintiff in a group chat
12 when her return date is. On March 10, 2023, BLANCA BERENICE EDWARDS again texted Plaintiff
13 to ask her for the username and password for the WSP. Plaintiff forwarded the requested information.
14 On March 22, 2023, BLANCA BERENICE EDWARDS texted Plaintiff that BLANCA BERENICE
15 EDWARDS has commitments and that Defendants decided to hire someone to replace BLANCA
16 BERENICE EDWARDS at the office so that when Plaintiff comes back the new hire will be part of the
17 team. On April 1, 2023, BLANCA BERENICE EDWARDS texted Plaintiff and stated that Plaintiff has
18 not communicated well with them. On April 7, 2023, BLANCA BERENICE EDWARDS wanted to
19 know Plaintiff's new return date to work because she thought that Plaintiff was going to return to work
20 the first week of April 2023. Again, on April 10, 2023, BLANCA BERENICE EDWARDS texted
21 Plaintiff and stated that Kim Livingston informed them that Plaintiff was dealing with a medical issue.
22 Defendants asked Plaintiff to provide medical note. Defendants asked again regarding Plaintiff's new
23 return date. Plaintiff responded on the same day to Defendants and informed them that she anticipated to
24 return to work on May 1, 2023. Plaintiff later informed Defendants that her updated return date would
25 be July 2, 2023.

26 32. Upon her return to work, Plaintiff informed Defendants of her need to of
27 accommodations to breastfeed her son, including that these accommodations were advised by one of her
28 health care providers. The requested accommodations included using a wearable breast pump, which

1 would be entirely concealed from view and private, and the ability to breastfeed her son in the company
2 parking lot during her breaks. On July 3, 2023, BLANCA BERENICE EDWARDS asked Plaintiff how
3 often she had to pump throughout the day. Plaintiff informed her that she had to pump every two to
4 three hours. BLANCA BERENICE EDWARDS stated that pumping so often is inconvenient.

5 33. Plaintiff asked BLANCA BERENICE EDWARDS if she was able to go in her car to feed
6 her baby because her friend had agreed to help her and to bring her baby to Defendants' parking lot so
7 that the baby would be able to eat since he was tongue-tied and was not drinking from the bottle.
8 BLANCA BERENICE EDWARDS said no and informed Plaintiff that she can pump at the designated
9 room in the office even though it took Plaintiff fifteen (15) to twenty (20) minutes to pump versus ten
10 (10) minutes to breastfeed her baby. Defendants regularly permitted children to be present at the office
11 and permitted many employees to babysit their children before and throughout the time that Plaintiff
12 was employed by Defendants. In fact, Defendants allowed Plaintiff to care for and look after her older
13 son for five years while she worked there. Other employees cared for their children and grandchildren
14 and brought them to work daily. Defendants even had a "kiddie pool" at the property for the children
15 that were brought to work. BLANCA BERENICE EDWARDS and RICHARD VALLADAO
16 EDWARDS brought their own three children to work. Another employee's grandson was dropped off
17 by the school bus at the office every day and stayed there until the employee finished work.
18 Additionally, Defendants communicated to Plaintiff prior to delivering her child that they would allow
19 her to care for the infant for the first year if she completed her work. Thus, Defendants permitted
20 children in the workplace and allowed employees to provide on-site care for children. The workspace was
21 open to all the employees' children.

22 34. Similarly, there were no restrictions or prohibitions limiting the general public, let alone
23 Plaintiff and her child, from being present in the parking lot outside of Defendants' business. The gate
24 that provides access to the parking lot is open during the day and there is no required security check for
25 individuals to enter.

26 35. During that same week, RICHARD VALLADAO EDWARDS was talking about another
27 employee who was on maternity leave and said that that employee would come back to work right away
28 and that she would not "milk her maternity leave like some people", referring to Plaintiff. RICHARD

1 VALLADAO EDWARDS' inappropriate comments made Plaintiff feel very uncomfortable and
2 discriminated against for taking her maternity leave and baby bonding.

3 36. During this time, Plaintiff's milk supply decreased. Plaintiff's lactation consultant
4 explained to Plaintiff that she was too stressed, and that Plaintiff needed to pump more often, every hour
5 to help increase her milk supply. As a result, Plaintiff purchased a wearable pump that she could place
6 under her shirt and pump while working. This way, Plaintiff was able to pump more often and produce
7 more milk. However, BLANCA BERENICE EDWARDS told Plaintiff to stop using the wearable pump
8 because BLANCA BERENICE EDWARDS felt it was inappropriate even though it was entirely
9 concealed from view. BLANCA BERENICE EDWARDS refused to accommodate Plaintiff and
10 ordered her to only pump in the supply room that she had designated as a lactation room for Plaintiff.
11 However, all the employees at the office had the code for the supply room. BLANCA BERENICE
12 EDWARDS wrote Plaintiff up for using the wearable pump. She wrote a letter stating that Plaintiff was
13 not supposed to use the wearable pump and pump at her desk while working but could only pump in the
14 designated lactation room despite the restriction making it so Plaintiff would have to pump less often
15 and decrease her milk supply. The method of pumping Plaintiff had to use in the supply room was less
16 efficient, took longer, and stopped Plaintiff from working efficiently since she could sit at her desk
17 working while pumping. It also resulted in longer periods of time pumping which meant that Plaintiff
18 would be more pressed for time and pressured to do her work in a shorter period of time, which
19 increased her stress and negatively affected her milk supply. Plaintiff felt that she would have been able
20 to pump more milk, more often using the wearable pump. Additionally, the wearable pump was less
21 painful to use, more comfortable and did not force Plaintiff to be isolated in one room without access to
22 her desk and computer.

23 37. Furthermore, Plaintiff started suffering from clogged ducts from not pumping as often as
24 needed. Consequently, Plaintiff had to use ice packs to relieve the pain. However, the first time that
25 BLANCA BERENICE EDWARDS saw Plaintiff wearing an ice pack, she stated that "I am not even a
26 man and my eyes are clearly drawn to your chest." BLANCA BERENICE EDWARDS asked Plaintiff
27 to wear higher neck shirts to cover up. However, Plaintiff was wearing a V-neck shirt and not an open
28 top shirt. Both the wearable pump and the ice packs were placed under her shirt.

1 38. Consequently, Plaintiff felt that Defendants were retaliating against her for taking
2 maternity leave and for pumping milk while working at the office. Plaintiff was very stressed and
3 worried because she felt torn between taking care of her newborn while also trying not to get fired from
4 her job. Plaintiff became very anxious and stressed between taking care of her baby and trying not to
5 lose her job.

6 39. On August 11, 2023, Plaintiff left work in tears after RICHARD VALLADAO
7 EDWARDS continually cursed and berated her. Plaintiff contacted her physician on the same day and
8 Plaintiff's physician placed her out of work up to August 15, 2023. Plaintiff sent her doctor's note to
9 Defendants. Defendants provided Plaintiff with a check on August 18, 2023, and, on August 23, 2023,
10 Plaintiff received notice that Defendants had terminated her medical health insurance. Thus, Defendants
11 had terminated Plaintiff while Plaintiff was looking for treatment.

12 40. Plaintiff is informed and believes that RICHARD VALLADAO EDWARDS was a
13 managing agent for ASSERTIVE PROTECTIVE SERVICE. RICHARD VALLADAO EDWARDS
14 was responsible for creating, and electing to implement WINDWALKER SECURITY PATROL,
15 INC.'s, payroll and compensation policies and practices or that RICHARD VALLADAO EDWARDS
16 was aware of such policies and practices and ratified them. RICHARD VALLADAO EDWARDS was
17 responsible for creating, and electing to implement ASSERTIVE PROTECTIVE SERVICE's, payroll
18 and compensation policies and practices or that RICHARD VALLADAO EDWARDS was aware of
19 such policies and practices and ratified them. Plaintiff is informed and believes that BLANCA
20 BERENICE EDWARDS was an officer of WINDWALKER SECURITY PATROL, INC., during the
21 time that Plaintiff worked for Defendants. Plaintiff is informed and believes that BLANCA BERENICE
22 EDWARDS was doing business as ASSERTIVE PROTECTIVE SERVICE during the time period that
23 Plaintiff worked for Defendants. BLANCA BERENICE EDWARDS was responsible for creating and
24 electing to implement WINDWALKER SECURITY PATROL, INC.'s payroll and compensation
25 policies and practices or that BLANCA BERENICE EDWARDS was aware of such policies and
26 practices and ratified them. BLANCA BERENICE EDWARDS was responsible for creating and
27 electing to implement ASSERTIVE PROTECTIVE SERVICE.'s, payroll and compensation policies and
28

1 practices or that BLANCA BERENICE EDWARDS was aware of such policies and practices and
2 ratified them.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**
5 **FAILURE TO PAY OVERTIME WAGES**
6 **(As to all Defendants)**

7 41. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 40 as though fully
8 set forth herein.

9 42. During the period Plaintiff was employed by Defendants, Defendants were required to
10 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
11 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
12 hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 4, section (3)(A);
13 Cal. Lab. Code §§ 510, 1194.

14 43. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
15 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
16 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
17 worked at their regular rate of pay.

18 44. Plaintiff and similarly situated employees were not exempt from overtime protections
19 employees under the California Wage Orders and Labor Code.

20 45. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
21 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
22 the extent pertinent as if set forth here in full.

23 **SECOND CAUSE OF ACTION**
24 **FAILURE TO PAY MINIMUM WAGES**
25 **(As to all Defendants)**

26 46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully
27 set forth herein.

28 47. For the period preceding the filing of this Complaint, Defendants were required to
compensate Plaintiff and similarly situated employees with at least California's applicable minimum for

every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code § 1194.

48. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

49. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully set forth herein.

51. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

52. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

53. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

54. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the

1 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
2 rights to all meal periods throughout their employment.

3 55. Defendants further failed to pay Plaintiff and similarly situated employees the
4 applicable meal period premiums for any such missed meal breaks.

5 56. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
6 employees have been damaged as stated in the section below entitled "DAMAGES," which is
7 incorporated here to the extent pertinent as if set forth here in full.

8 **FOURTH CAUSE OF ACTION**
9 **REST PERIOD VIOLATIONS**
(As to all Defendants)

10 57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as though fully
11 set forth herein.

12 58. An employer must provide an employee a rest period in accordance with the
13 applicable Wage Order and California Labor Code section 226.7.

14 59. California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an
15 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
16 four (4) hours or a major fraction thereof.

17 60. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly
18 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
19 they worked more than four (4) hours or a major fraction thereof.

20 61. Defendants further failed to pay Plaintiff and similarly situated employees the
21 applicable rest period premiums for any such missed rest periods.

22 62. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
23 employees have been damaged as stated in the section below entitled "DAMAGES," which is
24 incorporated here to the extent pertinent as if set forth here in full.

25 **FIFTH CAUSE OF ACTION**
26 **WAGE STATEMENT VIOLATIONS**
(As to all Defendants)

27 63. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as though fully
28 set forth herein.

1 64. Pursuant to California Labor Code section 226(a), an employer must provide an itemized
2 statement to an employee, semimonthly or at the time of each payment of wages, showing:

3 *(1) gross wages earned, (2) total hours worked by the employee, except for*
4 *any employee whose compensation is solely based on a salary and who is*
5 *exempt from payment of overtime under subdivision (a) of Section 515 or*
6 *any applicable order of the Industrial Welfare Commission, (3) the*
7 *number of piece-rate units earned and any applicable piece rate if the*
8 *employee is paid on a piece-rate basis, (4) all deductions, provided that*
9 *all deductions made on written orders of the employee may be aggregated*
10 *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*
11 *period for which the employee is paid, (7) the name of the employee and*
12 *the last four digits of his or her social security number or an employee*
13 *identification number other than a social security number, (8) the name*
14 *and address of the legal entity that is the employer and, if the employer is*
15 *a farm labor contractor, as defined in subdivision (b) of Section 1682, the*
16 *name and address of the legal entity that secured the services of the*
17 *employer, and (9) all applicable hourly rates in effect during the pay*
18 *period and the corresponding number of hours worked at each hourly rate*
19 *by the employee. The deductions made from payment of wages shall be*
20 *recorded in ink or other indelible form, properly dated, showing the*
21 *month, day, and year, and a copy of the statement and the record of the*
22 *deductions shall be kept on file by the employer for at least three years at*
23 *the place of employment or at a central location within the State of*
24 *California.*

25 65. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
26 itemized statement or failed to provide an accurate and complete itemized statement showing the
27 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
28 accurately itemize all regular hours worked, overtime and double time hours worked and
corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately
itemize Plaintiff's and similarly situated employees' total hours worked due to Defendants' not
counting off-the-clock hours, as well as time spent responding to calls and texts after or before the
shift, and nonpayment of meal and rest period premiums. Plaintiff and similarly situated employees
were not able to promptly and easily determine their total hours worked from their paystubs alone.
Additionally, Plaintiff and similarly situated employees suffered confusion over whether they
received all wages owed and were prevented from effectively challenging information on their wage
statements.

66. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

67. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 66 as though fully set forth herein.

68. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

69. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

70. Plaintiff and similarly situated employees did not receive all wages, including minimum and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or within the required time after their separation from employment.

71. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

72. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees used their cell phones for work purposes because Defendants called and texted Plaintiff after or before her shifts and Plaintiff responded to such calls at all times. Additionally, Defendants knew that similarly situated employees used their cell phones because they had to text or call Defendants when they began their shift and when they finished their shift. Moreover, Defendants knew that Plaintiff worked off the clock because Plaintiff would respond to Defendants calls after working hours. Defendants also knew that Plaintiff and similarly situated employees worked over eight (8) hours per day and were not allowed to leave their desk or workstation because Mr. Edwards had informed all similarly situated employees of Defendants' requirement of having all similarly situated employees remain at their station during meal and rest periods. As a result, Defendants knew

1 that they owed Plaintiff and similarly situated employees meal and rest period premiums. Such conduct
2 shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants
3 still refused to pay the remaining wages owed.

4 73. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
5 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
6 thirty (30) days for Defendants' failure to pay all wages due.

7 **SEVENTH CAUSE OF ACTION**
8 **FAILURE TO REIMBURSE EXPENSES**
9 **(As to all Defendants)**

10 74. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 73 as though fully
11 set forth herein.

12 75. California Labor Code section 2802(a) states that "An employer shall indemnify his or
13 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
14 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
15 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
16 unlawful."

17 76. Defendants required Plaintiff and similarly situated employees to use their cell phones for
18 work purposes to communicate with Defendants, managements, and/or supervisors regarding work
19 issues and scheduling, but failed to reimburse them for such use. Plaintiff and similarly situated
20 employees used their personal cell phones to communicate with managers, supervisors, and other
21 similarly situated employees regarding work issues. Similarly situated employees who were security
22 guards used their cell phones to call and text the main office during their shift as well as to call 911 if
23 there were any security emergencies.

24 77. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
25 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
26 the extent pertinent as if set forth here in full.
27
28

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION

(As to WINDWALKER SECURITY PATROL, INC., BLANCA BERENICE EDWARDS
individually and doing business as ASSERTIVE PROTECTIVE SERVICE and DOES 2 to 100)

78. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 77 as though fully set forth herein.

79. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See California Business and Professions ("B&P") Code § 17200.

80. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursed for business expenses, during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

81. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

82. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 245 *et seq.*, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
FAILURE TO ACCOMMODATE IN VIOLATION OF FEHA

(As to WINDWALKER SECURITY PATROL, INC., BLANCA BERENICE EDWARDS
individually and doing business as ASSERTIVE PROTECTIVE SERVICE and DOES 2 to 100)

83. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 82 as though fully set forth herein.

1 84. Plaintiff is, and was, at all times material herein, employed by Defendants and protected
2 by the FEHA as established in Government Code sections 12940 *et. seq.*

3 85. Defendants are a covered “employer” under government Code section 12926(d).

4 86. Plaintiff is and was, at all times material herein, a qualified individual with a disability
5 and with a record of disability under the FEHA who, with reasonable accommodation, could perform the
6 essential functions of her position with Defendants without undue hardship to Defendants and without
7 endangering the health or safety of herself or others. Plaintiff was limited in performing major life
8 activities including working and breastfeeding as a result of her medical conditions arising from
9 childbirth and breastfeeding.

10 87. However, Defendants failed to accommodate Plaintiff’s actual and perceived disability
11 and her request for accommodation based on her disability. On the advice of her health care provider,
12 Plaintiff sought to wear a concealable and wearable breast pump that would allow her to express milk
13 more often to alleviate clogged ducts and a decreasing milk supply. Plaintiff also sought to feed her
14 child in a public parking lot during her breaks to serve this same purpose. Defendants did not
15 accommodate these requests, instead Defendants chose to implement an alternative that did not allow
16 Plaintiff to express milk as often or effectively as needed, causing the pain, stress, and discomfort
17 associated with and exacerbating her conditions to remain. Defendant did not make a good faith effort
18 to engage in an interactive process to identify and make a reasonable accommodation for Plaintiff’s
19 disability.

20 88. As a direct and proximate result of the willful, knowing, and intentional discrimination
21 against Plaintiff, and the failure to act by Defendants, Plaintiff has suffered mental distress, anguish, and
22 indignation. Plaintiff suffered damages legally caused by the Defendants’ acts as stated in the section
23 below entitled “DAMAGES,” which is incorporated herein to the extent pertinent as if set forth here in
24 full.

25 89. Defendants’ acts, alleged herein, including terminating her instead of accommodating her
26 disability, are malicious, oppressive, despicable, and in conscious disregard of Plaintiff’s rights. As
27 such, punitive damages are warranted against Defendants in order to punish and make an example of
28 their actions.

90. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 89 as though fully set forth herein.

92. Plaintiff needed to pump milk to maintain the requisite supply to feed her baby and needed to use a wearable pump in order to pump more often to increase her milk production. Defendants discriminated against Plaintiff when they retaliated against her and failed to accommodate her by refusing her requests to breastfeed her baby in the parking lot during pumping breaks and further did not allow Plaintiff to use her wearable breast-feeding pump which she wore under her shirt. Defendants discriminated against Plaintiff by writing her up for using the wearable pump, and by not allowing Plaintiff to wear an ice pack under her shirt when her ducts were clogged. Defendants' discriminatory behavior caused great pain, hardship, and mental stress for Plaintiff, whose baby was tongue-tied and only able to breast feed. Plaintiff's baby at the time was not able to drink milk from a bottle because of his medical condition.

94. Defendants' acts, alleged herein, including terminating her instead of accommodating her disability, are malicious, oppressive, despicable, and in conscious disregard of Plaintiff's rights. As

1 such, punitive damages are warranted against Defendants in order to punish and make an example of
2 their actions.

3 **ELEVENTH CAUSE OF ACTION**
4 **RETALIATION**

5 **(As to WINDWALKER SECURITY PATROL, INC., BLANCA BERENICE EDWARDS**
6 **individually and doing business as ASSERTIVE PROTECTIVE SERVICE and DOES 2 to 100)**

7 95. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 94 as though fully
8 set forth herein.

9 96. Defendants are “employers” in the State of California, as defined in the Cal. Gov’t Code
10 § 12926(d). Plaintiff was an “employee” as defined by the FEHA. *See* Cal. Gov’t Code § 12926(c).
11 Under the FEHA, it is unlawful to discriminate against a person based on sex. Cal. Gov’t Code §
12 12926(o). “Sex” also includes but is not limited to “pregnancy or medical condition related to
13 pregnancy”, “childbirth or medical condition related to childbirth”, and “breastfeeding or medical
14 condition related to breastfeeding.” Cal. Gov’t Code § 12926 subd. (r)(1)(A)(B)(C). Employees cannot
15 be retaliated against for requesting an accommodation. *See* Cal. Gov’t Code § 12940(m)(2).

16 97. Plaintiff needed to pump milk to maintain the requisite supply to feed her baby and
17 needed to use a wearable pump in order to pump more often to increase her milk production.
18 Defendants retaliated against Plaintiff by writing her up for using the wearable pump, seeking to use her
19 breaks to breast feed her child in a public parking lot, and by not allowing Plaintiff to wear an ice pack
20 under her shirt when her ducts were clogged. Defendants’ retaliatory behavior caused great pain,
21 hardship, and mental stress for Plaintiff, whose baby was tongue-tied and only able to breast feed.
22 Plaintiff’s baby at the time was not able to drink milk from a bottle because of his medical condition.

23 98. As a direct and proximate result of the willful, knowing, and intentional discrimination
24 against Plaintiff, and the failure to act by Defendants, Plaintiff has suffered mental distress, anguish, and
25 indignation. Plaintiff suffered damages legally caused by the Defendants’ acts as stated in the section
26 below entitled “DAMAGES,” which is incorporated herein to the extent pertinent as if set forth here in
27 full.

28 99. Defendants’ acts, alleged herein, including terminating her instead of accommodating her
disability, are malicious, oppressive, despicable, and in conscious disregard of Plaintiff’s rights. As

1 such, punitive damages are warranted against Defendants in order to punish and make an example of
2 their actions.

3 **TWELFTH CAUSE OF ACTION**
4 **INTERFERENCE IN VIOLATION OF CFRA**
5 **(As to WINDWALKER SECURITY PATROL, INC., BLANCA BERENICE EDWARDS**
6 **individually and doing business as ASSERTIVE PROTECTIVE SERVICE and DOES 2 to 100)**

7 100. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 99 as though fully
8 set forth herein.

9 101. Defendants are “employers” in the State of California, as defined in the CFRA. Cal.
10 Gov’t Code § 12945.2(b)(3). Plaintiff was an “employee” as defined by the CFRA. *See* Cal. Gov’t
11 Code § 12945.2(a). Under CFRA, an employee is entitled to leave for family care and medical leave for
12 a period of up to twelve (12) weeks in any 12-month period, which includes leave for the birth of a
13 child. *See* Cal. Gov’t. Code § 12945.2(a), (b)(4).

14 102. Employers have a duty to notify the employee of their eligibility for CFRA leave. An
15 employer is prohibited from interfering with, restraining, or denying the exercise of, or the attempt to
16 exercise, any right provided under the CFRA. *See* Cal. Gov’t Code § 12945.2(q). An employer may be
17 equitably estopped to plead the defense of ineligibility if (1) the employer misled an employee
18 concerning the employee’s entitled to leave, by either affirmative misrepresentation or silence (2) the
19 employee reasonably relied on the employer’s misrepresentation or silence and (3) the employee
20 suffered harm from the employer’s actions. *See Kosakow v. New Rochelle Radiology Associates, P.C.*
21 *274 F.3d 706, 725 (2d Cir. 2001); see also Olofsson v. Mission Linen Supply, 211 Cal.App.4th 1236,*
22 *1245-46 (2012).*

23 103. Plaintiff submitted approved medical/baby bonding leave paperwork to Defendants.
24 Plaintiff’s managers did not accommodate to the terms of Plaintiff’s leave and contacted Plaintiff
25 numerous times during her approved leave. Furthermore, Defendants required Plaintiff to return to work
26 before Plaintiff’s leave had been expunged. Defendants continued to text Plaintiff during her approved
27 leave to respond to different questions and to help with different office tasks, schedules, and
28 assignments. Plaintiff was even required to call on Facetime the day after her c-section operation to help
with scheduling and walk Defendants through how to open and restart the schedule.

1 104. Defendant's acts were wanton, willful, intentional, malicious and were a conscious and a
2 reckless disregard for the rights and sensibilities of Plaintiff and, therefore, warrant punitive damages.

3 105. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the
4 section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth
5 here in full.

6 **THIRTEENTH CAUSE OF ACTION**
7 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
8 **(As to WINDWALKER SECURITY PATROL, INC., BLANCA BERENICE EDWARDS**
9 **individually and doing business as ASSERTIVE PROTECTIVE SERVICE and DOES 2 to 100)**

10 106. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 105 as though
11 fully set forth herein.

12 107. A Wrongful Termination claim exists where the employer either intentionally created or
13 knowingly permitted working conditions that were so intolerable or aggravated at the time of the
14 employee's resignation that a reasonable employee would realize that a reasonable person in the
15 employee's position would be compelled to resign. *Turner v. Anheuser-Busch, Inc.*, 7 Cal.4th 1238,
16 1251 (1994). Wrongful Termination is a doctrine that transforms what is ostensibly a resignation into a
17 firing. *See id.*

18 108. Defendants' insistence and discriminatory practices that stopped Plaintiff from using a
19 wearable pump at her desk to pump milk for her infant, stopped Plaintiff from breastfeeding her baby
20 who was tongue-tied during her breaks in the parking lot, that did not allow Plaintiff to use ice packs
21 under her shirt at the office, stopped providing Microsoft word application to Plaintiff to allow her to
22 complete her daily tasks, along with the yelling, harassing and intimidating from Mr. Edwards, was
23 effectively a termination of Plaintiff. Plaintiff's request for mental help from her medical provider and
24 from the worker's compensation insurance provider, simply acknowledged the fear, harassment,
25 discrimination, and stress that Defendants had put Plaintiff through to make sure that Plaintiff resigned
26 from her job. Plaintiff felt that her termination was imminent if Plaintiff continued to work there and to
27 keep pumping milk for her baby. Plaintiff did not want to resign but felt forced to leave and ask for help
28 on August 11, 2023, because of the threats, harassment, intimidation and demands that Defendants
made.

1 109. Violation of the FEHA and/or CFRA can support a claim of wrongful termination in
2 violation of public policy. *See Faust v. California Portland Cement Co.*, 150 Cal.App.4th 864, 886
3 (2007).

4 110. Defendant's acts were wanton, willful, intentional, malicious and were a conscious and a
5 reckless disregard for the rights and sensibilities of Plaintiff and, therefore, warrant punitive damages.

6 111. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the
7 section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth
8 here in full.

9 **FOURTEENTH CAUSE OF ACTION**
10 **PRIVATE ATTORNEYS GENERAL ACT**
(As to all Defendants)

11 112. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 111 as though
12 fully set forth herein.

13 113. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
14 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated
15 current and former employees:

- 16 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime
17 Wages)
- 18 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay
19 Minimum Wages)
- 20 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B)
21 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 22 • Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest
23 Periods or Pay Premiums in Lieu Thereof)
- 24 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 25 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 26 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 27 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
28 Work in Any Industrial Welfare Commission Order)

- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

114. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

115. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

116. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

1 5. As to the Fourth Cause of Action:

- 2 a. Wages in an amount to be proven at trial;
- 3 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 4 section 1021.5;

5 6. As to the Fifth Cause of Action:

- 6 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 7 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 8 violation occurred and one hundred dollars (\$100.00) per employee for each
- 9 violation in the subsequent pay periods, but not to exceed four thousand dollars
- 10 (\$4,000.00);
- 11 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 12 226(e);

13 7. As to the Sixth Cause of Action:

- 14 a. The daily rate of pay multiplied by thirty (30) days for each formerly employed
- 15 putative class member for Defendants' failure to pay all wages due;
- 16 b. For any initial violations, \$100 for each failure to pay each employee;
- 17 c. For each subsequent violation or any willful or intentional violations \$200 for
- 18 each failure to pay each employee, plus 25 percent of the amount unlawfully
- 19 withheld;

20 8. As to the Seventh Cause of Action:

- 21 a. An amount to be proven at trial;
- 22 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

23 9. As to the Eighth Cause of Action:

- 24 a. Unpaid wages as proven at trial;

25 10. As to the Ninth, Tenth, and Twelfth Causes of Action:

- 26 a. For compensatory damages, including lost and future wages, earnings, and
- 27 benefits, and all other sums of money, together with interest thereon, according to
- 28 proof at trial;

- 1 b. For a money judgment for mental pain and anguish and emotional distress
2 according to proof;
- 3 c. For punitive damages;
- 4 d. For reasonable attorneys' fees and costs pursuant to the FEHA.
- 5 11. As to the Eleventh and Thirteenth Causes of Action:
- 6 a. For compensatory damages, including lost wages, earnings, retirement benefits
7 and other employee benefits, and all other sums of money, together with interest
8 on these amounts, according to proof;
- 9 b. For a money judgment for mental pain and anguish and emotional distress,
10 according to proof;
- 11 c. For an award of punitive damages, according to proof;
- 12 d. For reasonable attorneys fees and costs as provided for by law
- 13 12. As to the Fourteenth Cause of Action:
- 14 b. For civil penalties as provided in the Labor Code for each enumerated
15 violation;
- 16 c. For those Labor Code sections where there is no civil penalty provided for their
17 violation, the default penalty provided in Labor Code section 2699(f): for any
18 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
19 period; For any subsequent violation, two hundred dollars (\$200) for each
20 aggrieved employee per pay period;
- 21 d. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 22 e. For any other remedies as allowed by law and/or deemed appropriate by the
23 Court;
- 24 13. For such other and further relief as this Court may deem just and proper,
25 including, but not limited to:
- 26 a. Wages as proved at trial;
- 27 b. Injunctive and Declaratory relief;
- 28 c. Attorney's fees and costs as provided for by law; and

d. Interest.

Dated: May 8, 2024

Shimoda & Rodriguez Law, PC

By: _____


Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

1 *Brown v. Windwalker Security Patrol, Inc., et al.*
2 *San Joaquin County Superior Court of California STK-CV-UOE-2023-0010634*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Shaniya Baird, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On May 8, 2024, I served the following documents on the party below:

9 • **SECOND AMENDED COMPLAINT FOR DAMAGES**

10 NUEMILLER & BEARDSLEE 11 Lisa Blanco Jimenez (SBN 234671) 12 3121 W. March Lane, Suite 100 13 Stockton, CA 95219 14 Stockton, California 95201 15 Telephone: (209) 948-8200 16 Facsimile: (209) 948-4910 17 Email: ljimenez@neumiller.com mtong@neumiller.com dsupnet@neumiller.com jteczon@neumiller.com	
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17 [] [By Mail] I am familiar with my employer's practice for the collection and
18 processing of correspondence for mailing with the United States Postal Service
19 and that each day's mail is deposited with the United States Postal Service that
20 same day in the ordinary course of business. On the date set forth above, I served
21 the aforementioned document(s) on the parties in said action by placing a true
22 copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for
23 collection and mailing on this date, following ordinary business practices, at Elk
24 Grove, California, addressed as set forth above.

25 [] [By Personal Service] By personally delivering a true copy thereof to the office
26 of the addressee above.

27 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
28 above. No error was reported by the e-mail service that I used.

[] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service:_____.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct, and that this declaration was executed on May 8, 2024, at Salt Lake City, Utah.

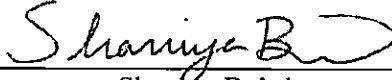
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EXHIBIT C



Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

October 6, 2023

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Brown v. Windwalker Security Patrol, Inc.*

Dear Labor Commissioner,

As counsel for Kyli Brown (“Plaintiff”), I am writing to provide you and the following “employers” notice pursuant to California Labor Code section 2699.3:

Windwalker Security Patrol, Inc.
P.O. Box 488
Acampo, CA 95220

Assertive Protective Service
P.O. Box 488
Woodbridge, CA 95258

Richard Valladao Edwards
23987 N. Hwy 99
Acampo, CA 95220

Blanca Bernice Edwards
23987 N. Hwy 99
Acampo, CA 95220

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Windwalker Security Patrol, Inc., Assertive Protective Service, Richard Valladao Edwards, and Blanca Bernice Edwards (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all non-exempt employees who worked or continue to work for Defendants in California at any time between one (1) year prior to the filing of this notice to the present. Plaintiff is clearly entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas*



Security Services USA, Inc., 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Plaintiff was employed by Defendants from February 13, 2019, to August 11, 2023, as a non-exempt employee. Defendants provide security guards for security services to their clients. Plaintiff was a non-exempt employee. Plaintiff was paid \$22 per hour. Plaintiff and Aggrieved Employees worked for both Defendants.

Plaintiff and Aggrieved Employees worked over eight (8) hours a day and over forty (40) hours per week. Plaintiff worked in a fast-paced environment which was very busy and that caused Plaintiff to work off the clock. Plaintiff's schedule was from 8:00 a.m. to 4:00 p.m. However, Defendants did not pay Plaintiff for off the clock work. Plaintiff estimates that she worked ten (10) to fifteen (15) minutes off the clock either at the beginning of her shift or at the end of her shift approximately three (3) times per week in order to finish her tasks. Defendants knew that Plaintiff worked off the clock. Richard Valladao Edwards, Defendant Windwalker Security Patrol, Inc.'s CEO, told Plaintiff that Defendants will not pay Plaintiff for any overtime or hours over her shift. Furthermore, Defendants required Plaintiff to be on call before and after her shift, at any time of the day. Plaintiff received regularly text messages or calls regarding work issues and scheduling issues throughout the day, even after her shift. Defendants required Plaintiff to respond to such calls and resolve the issues. In fact, Plaintiff would receive such calls even when she was on vacation and would end up working four (4) to five (5) hours one day resolving work issues. Defendants did not pay Plaintiff for off-the-clock work and for any time spent while being on call or responding to calls after her shift. Plaintiff is informed and believes that Defendants did not pay Aggrieved Employees for off-the-clock work.

As a result, Defendants did not pay Plaintiff for overtime hours too. Defendants did not pay Plaintiff for off-the clock work as explained above and for the time that she spent being on call and responding to calls. Since Plaintiff worked over eight (8) hours per day and over forty (40) hours per week, the off-the-clock hours were overtime hours. Plaintiff is informed and believes that Defendants did not pay Aggrieved Employees for all overtime hours worked also.

Defendants further did not authorize and permit Plaintiff and Aggrieved Employees to take uninterrupted meal and rest periods. Defendants always required that Plaintiff and Aggrieved Employees take on duty meal and rest periods and to remain at their desk or station at all times. Plaintiff and Aggrieved Employees were not allowed to leave the work site during meal and rest periods and had to eat while they were working. Many times, Richard Valladao Edwards would ask Plaintiff and Aggrieved Employees to do certain tasks during their rest periods. Sometimes, Richard Valladao Edwards would tell Aggrieved Employees to take two five (5) minute breaks instead of the required ten (10) minute break. Furthermore, Defendants'



written meal period policy was defective. The meal period policy states that an employee can take an on-duty meal period except when the employee's shift is not more than six (6) hours. The meal period policy does not advise employees that they are entitled to a second meal period if their shift is ten (10) hours or longer. Additionally, Defendants' written rest period policy is also defective because it states that if an employee works more than three- and one-half hours, the employee is entitled to a ten (10) minute break for every four (4) hours worked. The written rest policy does not state that employees are entitled to a ten (10) minute break if they work four (4) hours or a fraction of thereof. The rest period policy is confusing and confused employees as to when they were entitled to take the rest break. Defendants failed to pay Plaintiff and Aggrieved Employees meal and rest period premiums owed for non-compliant meal and rest periods.

Defendants also did not have a policy to reimburse Plaintiff and Aggrieved Employees for use of their personal cell phones for work purposes. Plaintiff and Aggrieved Employees used their personal cell phones to communicate with managers, supervisors, and other Aggrieved Employees regarding work issues. Aggrieved Employees who were security guards used their cell phones to call and text the main office during their shift. They would text when they would start and finish the shift. Additionally, security guards would call 911 with their personal cell phones. Defendants did not reimburse Plaintiff and Aggrieved Employees for using their cell phone for work purposes.

As a result of Defendants' failure to pay Plaintiff and Aggrieved Employees all overtime wages, minimum wages, and meal and rest period premiums owed, the wage statements Defendants issued were defective. Specifically, Defendants did not accurately list total hours worked, wages due, total missed meal and rest period premiums earned, accurate accrued sick hours, and the corresponding rates of pay. Moreover, Defendants failed to provide Plaintiff and Aggrieved Employees with the accurate accrual sick hours since accrual of sick hours is based on the number of hours worked.

As a further result of Defendants' failure to pay Plaintiff and Aggrieved Employees for all regular and overtime hours worked, failure to pay meal and rest period premiums, Defendants failed to provide all final wages owed to Plaintiff and Aggrieved Employees within twenty-four (24) hours of their termination or seventy-two (72) hours of their resignation.

Plaintiff is informed and believes that Richard Valladao Edwards was the Chief Executive Officer of Windwalker Security Patrol, Inc., during the time that Plaintiff worked for Defendants. Plaintiff is informed and believes that Richard Valladao Edwards was an officer of Assertive Protective Service. Mr. Edwards was responsible for creating, implementing, and overseeing the wage and hour policies and practices outlined herein that resulted in the violation of the California Labor Code. Plaintiff is informed and believes that Blanca Bernice Edwards was an officer of Windwalker Security Patrol, Inc., during the time that Plaintiff worked for Defendants. Plaintiff is informed and believes that Blanca Bernice Edwards was an officer of Assertive Protective Service. Mrs. Edwards was responsible for creating, implementing, and



overseeing the wage and hour policies and practices outlined herein that resulted in the violation of the California Labor Code.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 4, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count 3 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 4, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also



failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 4 – Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 5 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count 6 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime, minimum wages, meal and rest period premiums, and sick leave wages, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 7 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct



consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay any reimbursements for cell phone expenses used for work purposes by Plaintiff and Aggrieved Employees. This was in violation of the law.

Count 8 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf of an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Richard Valladao Edwards and Blanca Bernice Edwards were officers, directors, shareholders, and/or managing agents of Defendants responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count 9 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees’ wage records and hours worked. This was against the law.

Count 10 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than

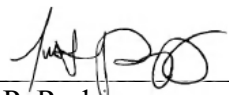


providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee’s regular rate of pay. For the reasons state above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Defendants failed to provide Plaintiff and Aggrieved Employees with all sick leave because they failed to provide Plaintiff and Aggrieved Employees with the accurate accrual sick hours since accrual of sick hours is based on the number of hours worked. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: 
Justin P. Rodriguez

JPR:rk

cc: Client via e-mail

1 *Brown v. Windwalker Security Patrol, Inc.*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Elias Tapia declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On October 6, 2023, I served the following documents on the party below:

- 8 • PRIVATE ATTORNEYS GENERAL ACT LETTER

9 Windwalker Security Patrol, Inc. 10 P.O. Box 488 11 Acampo, CA 95220	Assertive Protective Service P.O. Box 488 Woodbridge, CA 95258
12 Richard Valladao Edwards 13 23987 N. Hwy 99 14 Acampo, CA 95220	Blanca Bernice Edwards 23987 N. Hwy 99 Acampo, CA 95220

15 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
16 and processing of correspondence for mailing with the United States Postal
17 Service and that each day's mail is deposited with the United States Postal
18 Service that same day in the ordinary course of business. On the date set forth
19 above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

21 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
22 personally delivered via the following overnight courier service:_____.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct, and that this declaration was executed on October 6, 2023, at Elk Grove,
California.

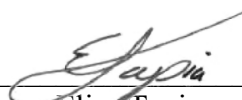
25 
26 _____
Elias Tapia

EXHIBIT D

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I, Michael Sutherland, declare as follows:

1. I am the President of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations,

1 regularly evaluating the effectiveness of its security measures. Access to class member
2 information is limited to employees, agents, or subcontractors who require it to perform their
3 duties, and Apex Class Action conducts background checks on all personnel with access to
4 sensitive personal information, to ensure they do not pose a threat to the security of client or class
5 member information. To guarantee the security of the settlement administration process, Apex
6 Class Action maintains \$1,000,000.00 in Professional Liability and \$5,000,000.00 in Cyber
7 Liability Insurance coverage, as required by legal standards and best practices in the legal
8 profession.

9 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
10 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the
11 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii)
12 conducting preliminary and final calculations to determine the individual settlement amounts,
13 including attorneys' fees, costs, enhancement awards, and any other court-approved designees;
14 (iv) calculating and reporting state and federal taxes as applicable; (v) and disseminating approved
15 settlement funds and tax forms via First-Class USPS mail.

16 7. The administration fees for Apex Class Action's management of this settlement will
17 not exceed \$7,490.00, as specified in **Exhibit B**. This document presents a comprehensive plan
18 detailing the specific administration services that will be provided.

19
20 I declare under penalty of perjury under the laws of the state of California that the
21 foregoing is true and correct. Executed this 11th day of March 2026, in Irvine, California.

22
23 

24 _____
Michael Sutherland

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address

18 Technology Dr. Ste. 154
Irvine, CA 92618

Email

mike@apexclassaction.com
Info@apexclassaction.com

Phone

1.321.223.5067
1.800.355.0700



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT B



Quotation Request:
Renald Konini
Shimoda Law
rkonini@shimodalaw.com

Case Name: Kyli Brown v. Windwalker Security Patrol, Inc., et al.
Date: Tuesday, November 18, 2025
RFP Number: 204770002

Prepared By:
Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications	
Estimated Class Size:	274
Certified Language Translation:	Yes
Apex Settlement Website:	No
Percentage of Undeliverable Mail:	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	WAIVED
Print & Mail Class Notice	Per Piece	\$1.25	274	\$342.50
USPS First Class Postage	Per Piece	\$0.78	274	\$213.72
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	27	\$54.80
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$50.00	1	\$50.00
Sub Total:				\$2,232.28

Project Management				
Project Management	Per Hour	\$150.00	1	\$150.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$380.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$100.00	1	\$100.00
Settlement Status Reports	Static Rate	\$750.00	1	WAIVED
Sub Total:				\$100.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099) CA Only	Per Piece	\$1.25	274	\$342.50
USPS First Class Postage	Per Piece	\$0.78	274	\$213.72
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	27	\$41.10
Individual Income Tax Preparation & Reporting	Per Hour	\$150.00	6	\$900.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,200.00	1	\$1,200.00
Sub Total:				\$3,477.32

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$710.00

TOTAL CAPPED ADMINISTRATION COST:	\$7,449.60
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Thank you for your business!

EXHIBIT E

Kyli Brown v. Windwalker Security - Shimoda & Rodriguez Law, PC Costs

Date	Description	Amount
10/6/23	Payment to Court and One Legal Service/Filing Fee - Complex fee, Complaint fee, Filing fee	\$ 1,611.68
10/6/23	Certified Mail - PAGA	\$ 23.76
10/6/23	Payment to LWDA - PAGA Filing Fee	\$ 75.00
10/6/23	Administration/Copy Fee - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	\$ 500.00
10/24/23	Affordable Legal Service Fee - Service on Assertive Protective Service	\$ 64.15
10/24/23	Affordable Legal Service Fee - Service on Blanca Bernice Edwards	\$ 64.15
10/24/23	Affordable Legal Service Fee - Service on Windwalker	\$ 107.20
11/8/23	One Legal Service/Filing Fee -Proof of Service	\$ 83.39
12/26/23	One Legal Service/Filing Fee - First Amended Complaint	\$ 134.35
1/24/24	One Legal Service/Filing Fee - Proof of Service	\$ 83.39
2/14/24	One Legal Service/Filing Fee - Amendment to Complaint	\$ 83.39
3/19/24	One Legal Service/Filing Fee - Case Management Statement	\$ 83.39
4/5/24	One Legal Service/Filing Fee - Demurrer Opposition	\$ 83.39
4/9/24	One Legal Service/Filing Fee - Stipulation	\$ 103.98
5/8/24	One Legal Service/Filing Fee - Second Amended Complaint	\$ 134.35
5/20/24	One Legal Service/Filing Fee - Request for Dismissal	\$ 83.39
7/22/24	One Legal Service/Filing Fee - Case Management Statement	\$ 83.39
11/4/24	One Legal Service/Filing Fee - Case Management Statement	\$ 88.28
12/30/24	Deposition - Richard Edwards	\$ 1,021.41
1/2/25	Expenses - Text Extraction Software	\$ 40.00
1/3/25	Deposition - Blance Edwards	\$ 1,070.75
3/26/25	Mediation fee	\$ 9,450.00
5/20/25	One Legal Service/Filing Fee - Case Management Statement	\$ 116.16
12/30/25	One Legal Service/Filing Fee - Case Management Statement	\$ 121.10
Anticipated	One Legal Service Fee - Preliminary Approval Motion/Notice of Motion	\$ 350.00
Anticipated	One Legal Service/Filing Fee - Case Management Statement	\$ 125.00
Anticipated	One Legal Service Fee - Final Approval Motion/Notice of Motion	\$ 350.00
Anticipated	One Legal Service Fee - Compliance Declarations	\$ 125.00
Anticipated	One Legal Service Fee - Notice of Entry of Judgment	\$ 125.00

Total: \$ 16,385.05

EXHIBIT F

CALIFORNIA SUPERIOR COURT
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

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: All non-exempt employees who worked, or continue to work, for Defendants in California at any time between October 6, 2019, through [REDACTED] (the "Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the San Joaquin County Superior Court ("Court") granting Plaintiff's motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Kyli Brown ("Plaintiff" or "Class Representative"), and Defendants Windwalker Security Patrol, Inc., Blanca Berenice Edwards individually and doing business as Assertive Protective Service, and Richard Valladao Edwards ("Defendants") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants' records indicate you fall within the definition of "Class Member." Defendants' records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On October 6, 2023, Plaintiff filed a Complaint against Defendants in the San Joaquin County Superior Court of California on behalf of herself and Class Members. The term "Action" means this putative class action pending in San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0010634. The Class Period is to either (1) the date an order preliminarily approving the settlement is filed, or (2) January 10, 2026, whichever is earlier (the "Class Period").

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendants violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods, 4) failing to provide rest periods, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to reimburse expenses, 8) failing to maintain accurate records, and 9) failing to provide paid sick leave. Plaintiff alleged these violations also caused derivative liability for unfair competition, and civil penalties under the PAGA. Defendants have denied all of Plaintiff's allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties

have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who worked or continue to work for Defendants in California at any time between October 6, 2022, to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Two Hundred Thousand (\$200,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney’s fees not to exceed 35% of the Gross Settlement Amount, attorney’s costs not to exceed \$17,500, Settlement Administrator Costs estimated not to exceed \$10,000, an Enhancement Payment to the Class Representative not to exceed \$10,000, and \$20,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members during the Class Period. Of the \$20,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees. The Gross Settlement Amount will be funded over time, with full payment being made no later than November 11, 2026, unless otherwise ordered by the Court. Distribution of settlement payments to Participating Class Members and Aggrieved Employees will take place after the settlement has been fully funded.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties for which IRS Forms 1099-MISC will issue.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as all non-exempt employees who worked or continue to work for Defendants in California at any time between October 6, 2022, to [REDACTED]. Defendants’ records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first

page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released . . . [1.30]

Aggrieved Employees will be deemed to have released . . . [1.31]

The individuals released ("Released Parties") include [1.32].

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Brown v. Windwalker Security Patrol, Inc., et al.*, Case No. STK-CV-UOE-2023-0010634); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Brown v. Windwalker Security Patrol, Inc., et al.*, Case No. STK-CV-UOE-2023-0010634); (e) be signed; and (f) be post-marked no later than [REDACTED]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at <https://www.sjcourts.org/search-case-by-party/>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 10C, 180 E Weber Avenue, Stockton, California on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://www.sjcourts.org/search-case-by-party/>. You can also contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Lisa Blanco Jimenez
Melissa Tong
Neumiller & Beardslee, PC
P.O. Box 20
Stockton, CA 95201-3020
Telephone: (209) 948-8200
Facsimile: (209) 948-4910
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

EXHIBIT G

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
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5 Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 rkonini@shimodalaw.com

7 Attorneys for Plaintiff KYLI BROWN
individually and on behalf of similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN JOAQUIN**

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

13 Plaintiff,

14 vs.

15 WINDWALKER SECURITY PATROL,
16 INC., a California Corporation; BLANCA
17 BERENICE EDWARDS, individually and
doing business as Assertive Protective Service;
18 RICHARD VALLADAO EDWARDS, an
individual; and DOES 1 to 100, inclusive,
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20 Defendants.
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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 PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: _____
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

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

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

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

23 **I. PRELIMINARILY CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF**
24 **CLASS REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

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

27 All non-exempt employees who worked, or continue to work, for
28 Defendants in California at any time between October 6, 2019, up to
January 10, 2026.

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

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

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

24 The Court finds that Plaintiff Kyli Brown and Plaintiff's counsel, Galen T. Shimoda, Justin P.
25 Rodriguez, Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate representatives of the
26 settlement class. The Court appoints them as Class Representative and Class Counsel, respectively.
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II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and adequate and falls within a range of reasonableness for a settlement that could ultimately be given final approval by this Court. The Court 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. The Court also acknowledges that Class Members may present any objections to the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms therein as if stated here in full, including the \$200,000 Gross Settlement Amount.

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 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, whose fees are not to exceed \$10,000. 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 may be 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. Gaulty*, 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 up to \$17,500 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 proposed Notice of Settlement, which was submitted with Plaintiff's Motion as Exhibit F, fairly and adequately advises 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 be conducted on the date set forth below. 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" comports with all constitutional requirements, including those of due process.

The Court also finds that because there is a strong interest in providing Class Members the opportunity to participate in the settlement, along with the parties' efforts to minimize any intrusion of privacy rights, the sharing of employment information as set forth in the Agreement is not a serious intrusion on their privacy rights. Hence, the Court orders Defendants to provide Class Member information to the Settlement Administrator as set forth in the Agreement and any other information the Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees. The Class Member information will be provided to the Settlement Administrator only, and not to Plaintiff or Class Counsel, as contemplated within the Agreement and approved by this Order. The Settlement Administrator shall only use this information for the purposes identified in the Agreement and shall keep this information confidential consistent with the terms of the Agreement.

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 Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants

Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
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 <i>cy pres</i> 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

1 **V. FINAL APPROVAL AND HEARING**

2 The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date
3 of September 10, 2026, at 9:00 a.m., with briefs and supporting documentation to be submitted
4 according to the California Code of Civil Procedure, in this Department. Participating Class Members
5 may object as set forth in the Agreement as well as appear and present such objections at the fairness
6 hearing in person or by counsel.

7 If for any reason the Court does not grant final approval of the Agreement, all evidence and
8 proceedings held in connection therewith shall be without prejudice to the status quo and rights of the
9 parties to the litigation, including all challenges to personal jurisdiction and to class certification for any
10 purpose other than approving a settlement class. The parties will revert to their respective positions as if
11 no settlement had been reached at all.

12 **IT IS SO ORDERED.**

13
14 Date: _____

By: _____
Judge of the Superior Court