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individually and on behalf of similarly situated employees

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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

1	Last day for Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
2		
3		
4	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
5		
6		
7	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
8		
9		
10	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
11		
12	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
13		
14		
15		
16		
17	Last day for Defendants to fund settlement	No later than November 11, 2026 or 21 calendar days after the Effective Date, whichever is later
18		
19		
20	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
21		
22		
23		
24	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
25		
26	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
27		
28		

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

1 To Defendants:

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

6 10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
7 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
8 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
9 party or its counsel participated in the drafting of this Agreement.

10 10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys
11 acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover
12 any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except
13 as expressly provided in this Agreement.

14 10.12 No Modifications: This Agreement may be amended or modified only by a written
15 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be
16 discharged except by performance in accordance with its terms.

17 10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
18 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
19 to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
20 to effectuate its terms and to execute any other documents required to effectuate the terms of this
21 Agreement.

22 10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class
23 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
24 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
25 may be executed on behalf of all Class Members by the Class Representative.

26 10.15 Counterparts: This Agreement shall become effective upon its execution by all of the
27 undersigned. Plaintiff, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement
28 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

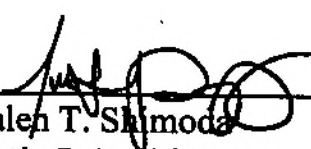
Date: 01/21/2026

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