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STEPHANIE BOHRER, CLERK

By 
DEPUTY

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13 individually and on behalf of similarly situated employees

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

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

13 Plaintiff,

14 vs.

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

21 Defendants.

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

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

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: 5/19/20
Time: 9:00 a.m.
Dept.: 10C
Judge: Hon. Jayne Lee

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

FILE BY FAX

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") in the
3 above referenced case came before this Court, on 5/19/26 at 9:00 a.m., in Department
4 10C before the Honorable Jayne Lee, presiding. Plaintiff Kyli Brown ("Plaintiff") filed this putative
5 class action on October 6, 2023. The operative Complaint alleges that Defendants Windwalker
6 Security Patrol, Inc., Blanca Berenice Edwards, individually and doing business as Assertive
7 Protective Service, and Richard Valladao Edwards ("Defendants"), violated California law by 1)
8 failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or
9 pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5)
10 failing to provide accurate wage statements, 6) failing to timely pay all final wages, 7) failing to
11 reimburse expenses, and 8) engaging in unfair competition. Plaintiff has also alleged Defendants are
12 liable for civil penalties under the Private Attorney's General Act ("PAGA") based on these violations.
13 Plaintiff sought attorneys' fees and costs as part of this Action. Defendants denied all of Plaintiff's
14 claims and denied that this case was appropriate for class treatment. No class has been certified.

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

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

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

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

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

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

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

24 The Court finds that Plaintiff Kyli Brown and Plaintiff's counsel, Galen T. Shimoda, Justin P.
25 Rodriguez, Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate representatives of the
26 settlement class. The Court appoints them as Class Representative and Class Counsel, respectively.
27
28

II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and adequate and falls within a range of reasonableness for a settlement that could ultimately be given final approval by this Court. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court also acknowledges that Class Members may present any objections to the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms therein as if stated here in full, including the \$200,000 Gross Settlement Amount.

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

The Court approves of Apex Class Action, LLC, acting as the Settlement Administrator in this case and hereby appoints them to fulfill those duties as outlined in the Agreement. The Settlement Administrator will take its fees out of the Gross Settlement Amount, whose fees are not to exceed \$10,000. Any difference between the actual cost of the Settlement Administrator and the approved payment will be redistributed to Participating Class Members on a pro-rata basis.

The Court finds that an award of fees under the common fund doctrine may be appropriate in this case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that Plaintiff and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."). The Court finds the attorneys' fees request of thirty-five percent (35%)

1 of the Gross Settlement Amount, *i.e.*, \$70,000, to be appropriate compensation for Class Counsel. The
2 attorneys' fees request is within the range that has been approved by other Courts in similar cases and is
3 reasonable in light of the circumstances of this case, the substantial and beneficial results obtained on
4 behalf of Class Members, and the contingent nature of the recovery over the course of this case, which
5 included potential loss at summary judgment, certification, and/or trial proceedings. Additionally, the
6 Court orders that up to \$17,500 of the settlement proceeds will be paid to Class Counsel for reasonable
7 costs incurred in this case. Any difference between the actual costs incurred and the \$17,500 shall be
8 paid to the Participating Class Members on a pro-rata basis.

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

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

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

24 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR** 25 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

26 The Court finds that the proposed Notice of Settlement, which was submitted with Plaintiff's
27 Motion as Exhibit F, fairly and adequately advises Class Members of the terms of the Agreement, the
28 rights being waived, their right to opt out, the ability to dispute the number of workweeks worked during

1 the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the settlement,
2 how to file documentation in opposition to the proposed settlement, and when to appear at the fairness
3 hearing to be conducted on the date set forth below. The Court further finds that the Notice of
4 Settlement and proposed distribution of such notice by first class mail to each identified Class Member
5 at his or her most recent address based on a National Change of Address database search from the Class
6 Members' last known address and a skip trace on any Class Members who have the Notice of Settlement
7 returned as "undeliverable" or "not at this address" comports with all constitutional requirements,
8 including those of due process.

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

19 **IV. IMPLEMENTATION SCHEDULE**

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

22 Last day for Defendants to provide Settlement 23 Administrator with Class Member and Aggrieved 24 Employee information	Within 14 calendar days after the Preliminary Approval Date
25 Last day for Settlement Administrator to 26 complete NCOA search, update Class Member 27 and Aggrieved Employee mailing information, 28 and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants

Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
Last day for Defendants to fund settlement	No later than November 11, 2026, or 21 calendar days after the Effective Date, whichever is later
Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

1 **V. FINAL APPROVAL AND HEARING**

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

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

12 **IT IS SO ORDERED.**

13
14 Date: 5/19/26

By: Jayne C. Lee

Judge of the Superior Court

Jayne C. Lee