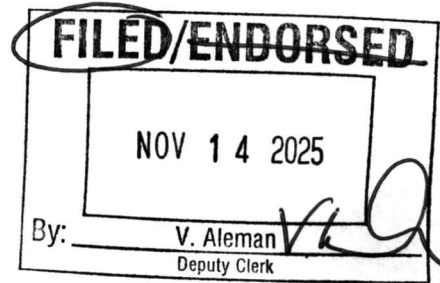


1 Galen T. Shimoda (Cal. State Bar No. 226752)
 2 Justin P. Rodriguez (Cal. State Bar No. 278275)
 3 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
 4 9401 East Stockton Boulevard, Suite 120
 Elk Grove, CA 95624
 Telephone: (916) 525-0716
 Facsimile: (916) 760-3733
 5 Email: attorney@shimodalaw.com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



7 Attorneys for Plaintiff ELIZABETH R. GILSON
 individually and on behalf of similarly situated employees

8
 9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF SACRAMENTO**

11 ELIZABETH R. GILSON, individually and on
 12 behalf of all other similarly situated
 13 employees,

14 Plaintiff,

15 vs.

16 SUMMIT PROTECTIVE &
 17 INVESTIGATIVE SERVICES, INC., a
 California Corporation; YUTA NAKAI, an
 18 individual; and DOES 1 to 100, inclusive,

19 Defendants.

Case No. 24CV000013

*Assigned for All Purposes to Hon. A. Damrell
 Department 22*

CLASS ACTION

**[PROPOSED] ORDER AND JUDGMENT
 GRANTING FINAL APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

Date: July 25, 2025

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. A. Damrell

Filed: January 2, 2024

FAC Filed: March 8, 2024

Trial Date: None Set

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[PPSD] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

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1 conducted a Final Approval Hearing pursuant to Rule 3.769 of the California Rules of Court, finds
2 good cause for entering this Order finally approving the Parties' Settlement.

3 In granting final approval, the Court HEREBY ORDERS AND MAKES THE FOLLOWING
4 DETERMINATIONS:

5 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
6 **REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

7 The Court finds that the applicable requirements of California Code of Civil Procedure § 382 and
8 Rule 3.769 of the California Rules of Court have been satisfied with respect to the Settlement Class
9 Members and the proposed Settlement. In accordance with the Agreement, the Court finally certifies
10 and approves, for settlement purposes only, the proposed class. Certification is appropriate under the
11 California Code of Civil Procedure and related case law for settlement purposes only, and "Class
12 Members" shall include:

13 All persons who currently or formerly worked for Defendants as a non-
14 exempt and/or hourly paid employee in California from January 2, 2020,
through December 16, 2024 (the "Class Period").

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

18 The Court finds that it has jurisdiction over the subject matter of this Action and over all Parties
19 to the Action, including all Class Members.

20 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
21 numerosity requirements since the Parties can identify Class Members, based on payroll records, those
22 individuals who fall within the definition and the number of Class Members would make joinder
23 impractical. The commonality and predominance requirements are met for settlement purposes since
24 there are questions of law and fact common to Class Members. The common questions of law or fact in
25 this case stem from Plaintiff's allegations and contentions that Defendants caused the violations
26 summarized above. The typicality requirement (for settlement purposes only) is also satisfied since the
27 claims of the Class Representative are based on the same facts and legal theories as those applicable to
28 the Class Members. The Court also finds that certifying the approved settlement class is warranted in

1 order to avoid each Class Member having to litigate similar claims individually. This Settlement will
2 achieve efficiencies and economies of scale for Class Members with relatively small individual claims
3 and conserve the resources of the judicial system. In certifying the approved settlement class for
4 settlement purposes, the Court makes no findings or determinations concerning the merits of Plaintiff's
5 claim or lack thereof.

6 The Court finds that Plaintiff Elizabeth R. Gilson and Plaintiff's counsel, Galen T. Shimoda,
7 Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate
8 representatives of the Settlement Class Members. The Court approves and appoints them as Class
9 Representative and Class Counsel, respectively, for purposes of this final approval Order. Class Counsel
10 is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may
11 be given, pursuant to the Settlement, and such other acts necessary to finalize the Settlement Agreement
12 and its terms.

13 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

14 The Court has again reviewed the preliminarily approved Agreement and the Addendum, which
15 were submitted with Plaintiff's Motion as Exhibit A and Exhibit G, respectively, and the Court approves
16 the proposed Settlement upon the terms and conditions set forth therein. The Court expressly finds that
17 final approval is warranted as the Settlement, in all respects, falls within the range of reasonableness,
18 and is fair, reasonable, and adequate, and in the best interests of the entire Settlement Class. The Court
19 also finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length
20 negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to
21 weigh the potential value of the disputed claims against the risks of continued litigation.

22 The Court also acknowledges that Class Members were able to object to the Agreement and its
23 terms through the administration process and at a fairness hearing or opt-out of being bound by the
24 Settlement.

25 No objections were made by Class Members and no Class Members opted out of the Settlement.
26 For all of these reasons and for good cause shown, the Court grants final approval of the Agreement
27 including all terms therein as if stated here in full, including but not limited to the \$125,000 Gross
28 Settlement Sum and the release of claims provided in the Agreement.

1 The Court has also reviewed and considered the PAGA claim settlement terms under the
2 Settlement in accordance with the PAGA statutes, including Labor Code § 2699(1)(2), and the Court
3 finds, for purposes of final approval, that aspect of the Settlement to be fair, adequate, and reasonable as
4 well. The Court approves Ten Thousand Dollars (\$10,000) as the PAGA Payment, which shall be paid
5 from the Gross Settlement Sum, not in addition to the Gross Settlement Sum, to resolve the alleged
6 PAGA claims on behalf of the State of California and all PAGA Settlement Members who worked
7 during the PAGA Period. Seventy-Five percent (75%) of the PAGA Payment shall be paid to the Labor
8 and Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) shall be paid to
9 PAGA Settlement Members on a pro rata basis as described in the Agreement. The Court also finds that
10 the Agreement provides a recovery that creates an effective, substantial deterrent to any potential future
11 non-compliance, furthering the purpose of the Labor Code and LWDA.

12 The Court approves that any uncashed settlement payment check issued to a Settlement Class
13 Member that remains uncashed after one-hundred and eighty (180) calendar days after being issued shall
14 be deemed null and void, and the funds shall escheat to the State of California's unclaimed property
15 fund in the name of the Settlement Class Member and/or PAGA Settlement Member, and it shall be the
16 Settlement Administrator's obligation and responsibility to remit the escheated funds to the State of
17 California in the name of the individual in accordance with the State's procedures for the escheatment of
18 such funds. No portion of the Gross Settlement Sum will revert to Defendants for any reason.

19 The Court finds and declares that by this Order and Judgment that: (1) all Settlement Class
20 Members fully, finally, and forever release all Settled Class Claims against the Released Parties in
21 accordance with the Settlement Agreement and Addendum; (2) Class Representative fully, finally, and
22 forever releases all Settled Class Representative Claims against the Released Parties including all known
23 and unknown claims against the Released Parties in accordance with the Settlement Agreement and
24 Addendum; and (3) Class Representative, individually and on behalf of the State of California, and all
25 PAGA Settlement Members fully, finally, and forever release all Settled PAGA Claims against the
26 Released Parties in accordance with the Settlement Agreement and Addendum.

27 Class Counsel sought attorneys' fees of \$43,750, attorney's costs of \$10,742.89, a Service
28 Award to Class Representative in the amount of \$10,000, and for Settlement Administrator Costs in the

1 amount of \$9,850. Defendants do not oppose these requests. The Notice of Settlement sent to Class
2 Members included information regarding the maximum allocations for these amounts and that they
3 would be requested in connection with final approval of the Agreement. Class Members have been
4 given the opportunity to object to these amounts and no objections have been submitted in any respect
5 whatsoever. The Court has reviewed the evidence submitted by Class Counsel regarding their hourly
6 rates, prior fee awards in the Sacramento County Superior Court at the requested rates, and the amount
7 of time expended in the litigation for the benefit of Class Members. The Court finds that the requested
8 rates and hours expended are fair and reasonable. The Court has also reviewed the updated itemized
9 costs submitted by Class Counsel, the information provided by the Class Representative regarding the
10 efforts and burdens undertaken for the benefit of Class Members, and the cost information provided by
11 the Settlement Administrator. The Court finds that these amounts are fair and reasonable, and awarded
12 as requested, which will all be deducted from the Gross Settlement Sum in accordance with the
13 Settlement Agreement. This finding is further supported by the lack of objection by Class Members to
14 these amounts. The difference between the actual attorney's costs and Settlement Administrator Costs
15 awarded and the originally allocated attorney's costs not to exceed \$15,000 and Settlement
16 Administrator Costs not to exceed \$15,000 will be added to the Net Settlement Sum and distributed to
17 Settlement Class Members on a pro rata basis pursuant to the terms of the Agreement.

18 Except as otherwise expressly provided for herein, the parties to the Action will each bear
19 responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising
20 out of this Action and will not seek reimbursement thereof from any other party.

21 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR** 22 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

23 The Court finds that the Notice of Settlement, which was submitted with Plaintiff's Motion as
24 Exhibit A to the Declaration of Nick Castro, fully, fairly, accurately and adequately advised Class
25 Members of all material terms of the Agreement, the rights being waived, their right to opt out, the
26 ability to dispute their number of workweeks worked during the Class Period, their estimated pro rata
27 share of the Net Settlement Sum, how to participate in the Settlement, how, if a Class Member wished,
28 to dispute or object to the proposed Settlement, and when to appear at the fairness hearing. A full

1 opportunity has been afforded to the Class Members to participate in the final approval hearing, and all
2 Class Members and other persons wishing to be heard have had such opportunity or been heard to the
3 extent necessary. No Class Members objected to the Settlement and no Class Members requested
4 exclusion from the Settlement.

5 The Court further finds that the Notice of Settlement and distribution of such notice by first class
6 mail to each identified Class Member at his, her or their most recent address based on a National Change
7 of Address database search from the Class Members' last known address and a skip trace on any Class
8 Members for whom the Notice of Settlement was returned as "undeliverable" or "not at this address"
9 comported with all constitutional requirements, including those of due process.

10 Accordingly, the Court determines that all Class Members who did not timely and properly
11 execute a request for exclusion are bound by this Order and Judgment.

12 **IV. IMPLEMENTATION SCHEDULE**

13 Accordingly, for good cause shown, the Court hereby approves and orders that the following
14 implementation schedule be adhered to for administration events, further actions, and further
15 proceedings in this matter:

16 17 18 19 20 21 Last day for Settlement Administrator to calculate the final Net Settlement Sum, the final Individual Settlement Amounts for Settlement Class Members and/or PAGA Settlement Members, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel in accordance with the Agreement	Within 7 calendar days after the Effective Date
22 23 24 25 26 Gross Settlement Sum Funding Schedule (Section 5.1 of Agreement)	1st payment of \$50,000 – paid 30 days after the Effective Date 2nd payment of \$37,500 – paid 90 days after the Effective Date 3rd payment of \$37,500 – paid 180 days after the Effective Date

1 2 3 4 5	Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Service Award, portion of PAGA Payment due to the LWDA, Settlement Administrator Costs, and Individual Settlement Amount payment to Settlement Class Members and PAGA Settlement Members	Within 7 calendar days after Defendants have funded the Settlement in full according to the payment schedule set forth herein and in the Agreement
6 7	Last day for Settlement Class Members and PAGA Settlement Members to negotiate settlement checks	180 calendar days after issuance of checks to Settlement Class Members and PAGA Settlement Members
8 9 10	Last day for Settlement Administrator to deliver value of uncashed settlement checks to State of California's Unclaimed Property Division	Within 14 calendar days after settlement check cashing deadline, or as otherwise directed by the State of California's Unclaimed Property Division
11 12 13	Last day for Settlement Administrator to provide Class Counsel and Defendants' Counsel with compliance declaration	Within 21 calendar days after settlement check cashing deadline

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15 In accordance with the Settlement Agreement, nothing in this Order or the Settlement shall be

16 construed as an admission or concession by any party. The Settlement and this resulting Order and entry

17 of judgment simply represent a compromise of disputed allegations and claims. The Court acknowledges

18 that, as stated in the Settlement Agreement, in entering into this Agreement, Defendants have not

19 admitted and have specifically denied, that they have violated any federal, state, or local law; violated

20 any regulations or guidelines promulgated pursuant to any statute or any other applicable laws,

21 regulations or legal requirements; and that, as indicated, Defendants entered into the Settlement to avoid

22 the burden and expense of continued litigation. The Court sets a compliance hearing for ~~September 21,~~ ^{December 4, 25}

23 2026, at 10:30 a.m. in Department 22 of the above-captioned court. At least 15 calendar days prior to

24 the hearing, Class Counsel shall file a declaration from the Settlement Administrator regarding the status

25 of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been

26 fully distributed, no appearance will be required.

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1 The Court reserves the right to adjourn or continue the date of the compliance hearing and all
2 dates provided for in the Settlement, without further notice to the Class, and retains jurisdiction to
3 consider further matters concerning the Settlement.

4 **FINAL JUDGMENT**

5 In accordance with, and for the reasons stated above herein, judgment is hereby rendered and
6 entered under and in accordance with the final approval Order, whereby the Class Representative, all
7 Settlement Class Members, the State of California, and all PAGA Settlement Members shall obtain that
8 which is expressly set forth in the executed Settlement Agreement, and provided for therein and in
9 conformance with the final approval Order. This Judgment, upon the effectiveness of the releases of
10 claims provided for in the Settlement, shall constitute a full and complete bar against Class
11 Representative, the Settlement Class Members, the PAGA Settlement Members, and the State of
12 California as to all of the claims released by the Settlement and shall be res judicata and collateral
13 estoppel with respect to such released claims.

14 Pursuant to California Code of Civil Procedure §664.6 and Rule 3.769(h) of the California Rules
15 of Court and in accordance with Sections 9.1 and 10.6 of the Settlement Agreement, this Court reserves
16 exclusive and continuing jurisdiction over this Action, the Class Representative the Settlement Class
17 Members, the PAGA Settlement Members, and Defendants in the Action, for the purpose of supervising
18 the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and the
19 Court's approval Order and Judgment in the Action.

20 Class Counsel is directed to submit a copy of this Order and Judgment to the LWDA within 10
21 days of the date of this Order and Judgment.

22 **IT IS SO ORDERED.**

23 Date: 11/14/25

24 By: Lauri A. Damrell, Judge
25 Judge of the Superior Court

