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Attorneys for Plaintiff Gabriel Perez
and Rigoel Garcia-Fuentes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

GABRIEL PEREZ, and RIGOEL GARCIA-
FUENTES, on behalf of themselves and other
similarly situated employees,

Plaintiffs,

vs.

KIMBERLITE CORPORATION;
SONITROL SECURITY, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 24CV073959

Honorable Patrick McKinney
Department 18

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS
COUNSEL'S FEES AND COSTS, CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: February 26, 2026
Time: 10:00 a.m.
Dept: 18

Complaint Filed: May 2, 2024
FAC Filed: August 6, 2025
Trial Date: Not Set

**DECLARATION OF ANNABEL BLANCHARD IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, CLASS COUNSEL'S FEES AND COSTS,
CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS, AND SETTLEMENT ADMINISTRATION
COSTS**

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1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiffs Gabriel Perez and Rigoel Garcia-Fuentes (“Plaintiffs”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

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1 expenses. The Operative Complaint also includes a cause of action for violation of California Business
2 & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code
3 violations, and a cause of action for civil penalties under PAGA based on the aforementioned
4 California Labor Code violations.

5 7. On June 27, 2025, Plaintiffs filed their Motion for Preliminary Approval of Class
6 Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents.

7 8. On August 12, 2025, the Parties executed the Amended Joint Stipulation of Class
8 Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) attached hereto as **Exhibit**
9 **1.**

10 9. On August 26, 2025, the Court entered the Order Granting Preliminary Approval of
11 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving
12 the terms of the Settlement Agreement, the Notice of Class Action Settlement (“Notice”), and the
13 proposed administration procedures and associated deadlines attached hereto as **Exhibit 2.**

14 **Summary of the Terms of the Settlement Agreement**

15 10. By way of the Preliminary Approval Order, the Court certified the following Class for
16 settlement purposes only: “All current and former non-exempt employees of Defendants employed in
17 the State of California at any time during the Class Period” (“Class” or “Class Members”). The “Class
18 Period” is defined as the period from May 2, 2020 through April 1, 2025. The “Participating Class
19 Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion.
20 The “PAGA Members” consist of “all current and former non-exempt employees of Defendants
21 employed in the State of California at any time during the PAGA Period.” The “PAGA Period” is
22 defined as the period from October 2, 2023 through April 1, 2025.

23 11. Based on the data provided by Defendants following preliminary approval and for
24 purposes of administration of the Notice, I am informed that there are 201 Participating Class Members
25 who worked 19,666 Workweeks for Defendants during the Class Period (“Workweeks”) and 119
26 PAGA Members who worked 3,214 Pay Periods for Defendant during the PAGA Period (“Pay
27 Periods”).

28 12. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative

1 Complaint for a non-reversionary Gross Settlement Amount of Eight Hundred Fifty Thousand Dollars
2 and Zero Cents (\$850,000.00), which is exclusive of employer-side payroll taxes. The Gross
3 Settlement Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent (35%) of
4 the Gross Settlement Amount, equaling Two Hundred Ninety-Seven Thousand, Five Hundred Dollars
5 and Zero Cents (\$297,500.00); (2) Class Counsel's actual litigation costs and expenses, in the amount
6 of Twenty-Four Thousand Nine Hundred Eighty-Six Dollars and Zero Cents (\$24,986.00); (3)
7 Settlement Administration Costs in the amount Five Thousand Nine Hundred Ninety Dollars and Zero
8 Cents (\$5,990.00); (4) Class Representative Enhancement Payments in the amount of Ten Thousand
9 Dollars and Zero Cents (\$10,000.00) to each Plaintiff, (for a total of \$20,000); and (5) PAGA Payment
10 in the amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). After the above Court-
11 approved amounts are deducted from the Gross Settlement Amount, the Participating Class Members
12 will share in a Net Settlement Amount of approximately Four Hundred Sixty-Six Thousand Five
13 Hundred Twenty-Four Dollars and Zero Cents (\$466,524.00).

14 13. The Settlement does not require Participating Class Members to submit claims as a
15 prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement
16 Payment") nor does it require PAGA Members to submit claims as a prerequisite to receiving their
17 *pro rata* share of thirty-five percent (35%) of the PAGA Payment ("Individual PAGA Payment").
18 Individual Settlement Payments are calculated by the Settlement Administrator by dividing each
19 Participating Class Member's individual Workweeks by the total Workweeks worked by all
20 Participating Class Member, then multiplying the resulting ratio by the Net Settlement Amount.
21 Individual PAGA Payments are calculated by the Settlement Administrator by dividing each PAGA
22 Member's individual Pay Periods by the total Pay Periods of all PAGA Members, then multiplying
23 the resulting ratio by the PAGA Members' 35% share of PAGA Amount (\$12,250.00).

24 14. I am aware from my review of the information provided by the Settlement
25 Administrator that the estimated average gross Individual Settlement Payment is \$2,296.07, the
26 estimated highest gross Individual Settlement Payment is \$6,017.63, and the estimated lowest gross
27 Individual Settlement Payment is \$3.35; the estimated average Individual PAGA Payment is \$102.94,
28 the estimated highest Individual PAGA Payment is \$152.46, and the estimated lowest Individual

1 PAGA Payment is \$3.81.

2 15. Each Individual Settlement Payment will be allocated as twenty percent (20%) wages,
3 thirty percent (30%) interest, and fifty percent (50%) penalties. The portion allocated to wages (“Wage
4 Portion”) will be reported on an IRS Form W-2 and the portions allocated to interest and penalties
5 (together, “Non-Wage Portion”) will be reported on an IRS Form 1099 (if applicable) by the
6 Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes
7 and withholdings with respect to the Wage Portion of the Individual Settlement Payments, and issue
8 checks to Participating Class Members for their net payment of their Individual Settlement Payment.
9 Defendants will separately pay any and all employer payroll taxes owed on the Wage Portion of the
10 Individual Settlement Payments. Each Individual PAGA Payment will be allocated as one hundred
11 percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement
12 Administrator.

13 16. Each Individual Settlement Payment and Individual PAGA Payment check will be
14 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
15 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
16 distributed by the Settlement Administrator to Legal Aid at Work (“LAAW”) as the Cy Pres Recipient,
17 plus any interest earned on the Residue, on Defendants’ behalf.

18 **Notice to the LWDA**

19 17. On June 19, 2025 Class Counsel submitted a copy of the Original Settlement
20 Agreement to the LWDA, and on January 26, 2026, Class Counsel submitted a copy of the [Amended]
21 Settlement Agreement to the LWDA, both through the LWDA’s online submission portal in
22 compliance with California Labor Code § 2699(l)(2). The LWDA has not objected or otherwise
23 responded to the submission.

24 **The Settlement Is Fair and Reasonable**

25 ***Discovery and Informed Arms-Length Negotiations***

26 18. The Parties’ settlement negotiations were at all times made at arm’s-length and were
27 adversarial. The Settlement was reached following a full day of mediation with a highly respected
28 mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged in

1 additional negotiations in order to finalize the long-form agreement presently before the Court.

2 19. The Parties engaged in extensive informal discovery prior to reaching a settlement.
3 Prior to mediation, Defendants produced a random sampling of putative class members' time and pay
4 records as well as Defendants' relevant wage and hour policies, and information regarding the total
5 number of putative class members, the number of current versus former employees, the total
6 workweeks worked by the putative class members, and the average rate of pay for the putative class
7 members.

8 20. This allowed Class Counsel to conduct an informed assessment and analysis of the
9 strengths and weaknesses of the claims and the potential class-wide damages.

10 21. Based on the information exchanged, the Parties extensively briefed issues regarding
11 class certification and liability and provided their analyses to the Mediator who helped the Parties
12 debate the strengths and weakness of their respective positions.

13 22. Although the investigation and information discovered supports Plaintiffs' contentions,
14 Defendants raised potential defenses and other circumstances that impacted the risk of proceeding on
15 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

16 23. Class Counsel is aware of Defendants' defenses and arguments and have also taken
17 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
18 inherent in such litigation, including those involved in class and/or representative adjudication.
19 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
20 in the Action, Defendants' defenses, and the difficulties in establishing entitlement to monetary
21 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
22 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

23 24. Defendants denied and continue to deny any liability and wrongdoing of any kind
24 associated with the claims alleged in the Action and further deny that class certification is appropriate
25 for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in
26 the Action. Defendants proffered defenses to both certification and to the merits of Plaintiffs' claims.
27 Defendants contended that Plaintiffs' claims were not suitable for class certification because
28 individual issues would predominate should this case go to trial. As with all class actions, these

1 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
2 that the Court may deny class certification.

3 25. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
4 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
5 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
6 to request and analyze thousands of pages of documents, obtain the Class Members' contact
7 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of
8 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
9 against a current employer. On the other hand, Defendants would likely be able to obtain the
10 cooperation of their employees. Moreover, even if Plaintiffs prevailed at class certification and trial,
11 possible appeals would substantially delay any recovery by the Class.

12 26. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
13 The Settlement is in the best interest of the Class Members, the PAGA Members, and the State of
14 California, and is within the accepted range of recoveries for this type of litigation given the inherent
15 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
16 litigation.

17 *Attorneys' Fees and Costs*

18 27. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
19 \$297,500.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
20 expenses totaling Twenty-Four Thousand Nine Hundred Eighty-Six Dollars and Zero Cents
21 (\$24,986.00). The requested fees and costs are fair compensation for undertaking complex, risky,
22 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
23 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee
24 award is summarily addressed as follows but is more fully discussed in Plaintiffs' Motion for Final
25 Approval of Class Action and PAGA Settlement, Class Counsel's Fees and Costs, Class
26 Representative Enhancement Payments, and Settlement Administration Costs ("Motion for Final
27 Approval") filed concurrently herewith.

28 28. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter

1 has translated into tangible monetary benefits for the Participating Class Members, the State of
2 California, and the PAGA Members as follows: (1) Participating Class Members, the State of
3 California, and the PAGA Members will obtain monetary recovery over a relatively short period of
4 time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed
5 result that compares favorably with other similar class action settlements of this type, given the
6 strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or
7 costs that would have only increased significantly had the Action progressed through trial and/or
8 appeals.

9 29. In the present case, Class Counsel has borne all of the risks and costs of litigation and
10 will not receive any compensation until recovery is obtained. Class Counsel had to consider its
11 workload during this litigation when considering taking on additional work that was available, and
12 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class
13 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a
14 favorable result for the Class, the State of California, and the PAGA Members. Considering the amount
15 of fees requested, work performed, risks incurred, and experience of Class Counsel in handling similar
16 matters, Plaintiffs maintain that the requested attorneys' fees of thirty-five percent (35%) of the Gross
17 Settlement Amount (i.e., \$297,500.00) are reasonable and should be awarded.

18 30. Blackstone was started in February 2018, representing plaintiffs in individual and
19 representative employment litigation. The firm has grown exponentially over the past seven-plus
20 years, now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor
21 and employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm
22 focused on other complex general litigation matters. Blackstone has been counsel of record on several
23 class and PAGA actions that have since been resolved, the most recent of which are attached hereto
24 as **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
25 matters as follows:

26 a. Jonathan M. Genish is the founder of Blackstone Law, APC. He received his law
27 degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in
28 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published

1 several times in various small publications. Upon graduation, he was rehired by Freedman &
2 Taitelman, LLP as an associate and remained employed there from September 2008 through August
3 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases,
4 ranging from employment, corporate, entertainment, and general business litigation matters, though
5 his primary area of expertise was employment, both single plaintiff and representative actions. On the
6 vast majority of those cases, he was the only or primary attorney managing the case and thus obtained
7 extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor
8 and employment intakes; was the primary contact for all clients; took and defended hundreds (if not
9 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
10 motions and pleadings, including dispositive and certification motions; strategized on all cases;
11 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
12 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
13 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
14 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
15 the cases he managed were highly publicized, with articles written about them in the Los Angeles
16 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
17 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
18 which is well within the prevailing rate for attorneys with his experience in this area of practice in
19 Southern California.

20 b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
21 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
22 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and
23 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
24 California at Los Angeles in 2003 and then obtained her Juris Doctorate from Case Western Reserve
25 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
26 California Employment Lawyers' Association ("CELA") and other organizations.

27 c. Danielle L. GruppChang is a senior associate attorney. She graduated from California
28 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science

1 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
2 California Law San Francisco (formerly known as University of California Hastings College of the
3 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
4 practiced exclusively plaintiff's side labor and employment class and representative action law from
5 2017 through the present.

6 d. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
7 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
8 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
9 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
10 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
11 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004.

12 e. I joined Blackstone Law, APC from a highly reputable employment law firm. I
13 graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from
14 Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State
15 Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA
16 representative matters, and my work has included, inter alia, researching and drafting pleadings,
17 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
18 agreements, engaging in motion practice, claims evaluation and analysis, and making court
19 appearances.

20 31. Class Counsel has spent approximately 235 total hours litigating this matter. To date,
21 our total fees incurred amount to \$211,500.00. Each attorney who worked on this matter engaged in
22 a multitude of tasks, including communicating with the clients and defense counsel; investigating the
23 facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint
24 statements; reviewing documents; preparing for and attending mediation; and facilitating the
25 settlement by drafting the settlement documents and motion papers for obtaining settlement approval.
26 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant
27 community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter,
28 few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation,

and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel’s lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	25	\$1,295	\$32,375
Barbara DuVan-Clarke	Senior Trial Attorney	86	\$950	\$81,700
Danielle L. GruppChang	Senior Associate	59	\$825	\$48,675
P.J. Van Ert	Associate	37	\$750	\$27,750
Annabel Blanchard	Associate	28	\$750	\$21,000

32. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our clients, and Class Members. Based thereon, the total amount of Class Counsel’s fees through closure of this case are estimated to be approximately \$219,000.00.

33. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Thirty Thousand Dollars (\$30,000.00). Class Counsel seeks reimbursement of a total of Twenty-Four Thousand Nine Hundred Eighty-Six Dollars and Zero Cents (\$24,986.00) in litigation costs and expenses. A true and correct itemized list of Blackstone’s litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this

1 matter.

2 34. The requested award for Class Counsel's Fees and Costs was included and set forth
3 clearly in the Notice provided to the Class Members.

4 ***Enhancement Payment***

5 35. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement
6 Payments in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff, for a
7 total of Twenty Thousand Dollars and Zero Cents (\$20,000.00). The requested Enhancement
8 Payments are eminently reasonable given the time and effort Plaintiffs spent on this matter, and the
9 benefit to the other Class Members as a result of Plaintiffs' actions. Enhancement awards in wage and
10 hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The
11 Declaration of Plaintiff Gabriel Perez and the Declaration of Plaintiff Rigoel Garcia-Fuentes submitted
12 herewith detail their work and efforts in bringing and litigating this matter through resolution, and
13 support the requested Enhancement Payments. The requested Enhancement Payments were also
14 disclosed in the Notice provided to the Class Members.

15 ***Settlement Administration Costs***

16 36. In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court
17 approved, Settlement Administration Costs not to exceed Ten Thousand Dollars and Zero Cents
18 (\$10,000.00). However, Apex Class Action LLC, the approved Settlement Administrator, provided
19 Class Counsel with its current invoice reflecting a lower cost of only Five Thousand Nine Hundred
20 Ninety Dollars and Zero Cents (\$5,990.00) to administer the Settlement.

21 ***Allocation to the LWDA***

22 37. As part of the Settlement, Defendants have agreed to pay Thirty-Five Thousand Dollars
23 and Zero Cents (\$35,000.00) to settle the claims of the PAGA Members brought pursuant to PAGA,
24 of which the payment of Twenty-Two Thousand Seven Hundred Fifty Dollars and Zero Cents
25 (\$22,750.00) (65% of the PAGA Payment) will be paid to the LWDA for education and enforcement
26 purposes.

27 38. It is extremely common in approved wage and hour class action cases that settle that
28 only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments

to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

Notice to the Class

39. The Notice approved by the Court met the requirements for proper notice of settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payments to Plaintiffs, the Settlement Administration Costs to the Settlement Administrator, and the Class Counsel’s Fees and Costs to Class Counsel. The Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Class Settlement. Finally, the Notice provided the date and time of the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement .

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed on February 2, 2026, at Los Angeles, California.

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4 *A. Blanchard*

5 Annabel Blanchard
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EXHIBIT 1

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9 **SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF ALAMEDA**

11 GABRIEL PEREZ, and RIGOEL GARCIA-
12 FUENTES, individually, and on behalf of
13 other similarly situated employees,

14 Plaintiffs,

15 v.

16 KIMBERLITE CORPORATION; SONITROL
17 SECURITY, INC., and DOES 1 through 24,
18 inclusive,

19 Defendants.

) Case No.: 24CV073959

) **AMENDED JOINT STIPULATION OF**
) **CLASS ACTION AND PAGA**
) **SETTLEMENT**

) ASSIGNED FOR ALL PURPOSES TO:
) Hon. Michael Markman, Dept. 23

) Complaint Filed: May 2, 2024

) FAC Filed: August 6, 2025

) Trial Date: Not Set

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Amended Joint Stipulation of Class Action and PAGA Settlement is entered into by
3 and between Plaintiffs Gabriel Perez (“Plaintiff Perez”) and Rigoel Garcia-Fuentes (“Plaintiff
4 Garcia-Fuentes,” together with Plaintiff Perez referred to as “Plaintiffs”), individually, on behalf
5 of all other similarly situated employees, on the one hand, and Defendants Kimberlite Corporation
6 and Sonitrol Security, Inc. (“Defendants”) on the other hand, in the lawsuit entitled *Gabriel Perez*
7 *and Rigoel Garcia-Fuentes v. Kimberlite Corporation; Sonitrol Security, Inc.*, Alameda County
8 Case No. 24CV073959, and the LWDA Letter submitted to the Labor and Workforce Development
9 Agency (“LWDA”) on October 2, 2024. Plaintiff Garcia-Fuentes is also acting as a representative
10 of the State of California with respect to the aggrieved employees. Plaintiffs and Defendants shall
11 be, at all times, collectively referred to as the “Parties.” This Agreement is intended by the Parties
12 to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the
13 terms and conditions of this Agreement.

14 **DEFINITIONS**

15 1. “Agreement” or “Settlement” or “Settlement Agreement” means this Amended
16 Joint Stipulation of Class Action and PAGA Settlement.

17 2. “Action” means the court action entitled “*Gabriel Perez and Rigoel Garcia-*
18 *Fuentes v. Kimberlite Corporation; Sonitrol Security, Inc.*, Alameda County Case No.
19 24CV073959 (the “Action”), initiated on or around May 2, 2024, and any operative complaint
20 filed therein, as well as the claims asserted in Plaintiff Garcia-Fuentes’ correspondence of October
21 2, 2024 to the LWDA seeking penalties against Defendants for violations of the California Labor
22 Code under the Private Attorneys General Act of 2004 (hereinafter the “LWDA Letter.”).

23 3. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle L.
24 GruppChang, PJ Van Ert, and Annabel F. Blanchard of BLACKSTONE LAW, APC. The term
25 “Class Counsel” shall be used synonymously with the term “Plaintiffs’ Counsel.”

26 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s
27 litigation and resolution of the Action and their expenses and costs incurred in connection with the
28 Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request

1 attorneys' fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount, *i.e.* Two
2 Hundred Ninety-Seven Thousand, Five Hundred Dollars and Zero Cents (\$297,500.00) and the
3 reimbursement of reasonable costs and expenses associated with the litigation and settlement of
4 the Action, currently estimated to be Thirty Thousand Dollars and Zero Cents (\$30,000.00), subject
5 to the Court's approval. Defendants have agreed not to oppose Class Counsel's request for fees
6 and reimbursement of reasonable costs and expenses in the amounts set forth above.

7 5. "Class List" means a complete list of all Class Members that Defendants will in
8 good faith compile from their records and provide to the Settlement Administrator within ten (10)
9 calendar days after the Court enters an Order granting Preliminary Approval of this Settlement.
10 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include
11 each Class Member's: (1) full name; (2) last known home address; (3) last known telephone
12 number; (4) Social Security number; (5) dates of employment (*i.e.*, hire dates, and, if applicable,
13 re-hire date(s) and/or separation date(s)); (6) total Workweeks during the Class Period; (7) total
14 Pay Periods during the PAGA Period; and (8) any other reasonable information required by the
15 Settlement Administrator in order to effectuate the terms of the Settlement. This is a material term
16 of the Settlement, and if Defendants fail to comply, Plaintiffs shall have the right to void the
17 Settlement.

18 6. "Class" or "Class Members" means all current and former non-exempt employees
19 of Defendants employed in the State of California at any time during the Class Period.

20 7. "Class Period" means the period from May 2, 2020 through and ending on April 1,
21 2025.

22 8. "Class Representative(s)" means Plaintiffs Garbriel Perez and Rigoel Garcia-
23 Fuentes, each in their capacity as a representative of the Class Members.

24 9. "Class Representative Enhancement Payment(s)" means the amount that the Court
25 authorizes to be paid to each Plaintiff in addition to his Individual Settlement Payment, in
26 recognition of the effort and risk he has taken in assisting with the prosecution of the Action and
27 in exchange for a General Release of his claims as provided herein.
28

1 10. “Court” means the Superior Court of the State of California for the County of
2 Alameda.

3 11. “Defendants” mean Kimberlite Corporation and Sonitrol Security, Inc.

4 12. “Effective Date” means the later of the following: (a) if no timely objections are
5 filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b)
6 if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being
7 filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such
8 appeal in a way that does not alter the terms of the Settlement, shall be referred to as the “Effective
9 Date.” Defendants and Defendants’ counsel waive all rights to appeal the Final Approval Order.

10 13. “Employer Taxes” means employer-funded taxes and contributions imposed on the
11 wage portions of the Individual Settlement Payments under the Federal Insurance Contributions
12 Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions
13 required of employers, such as for unemployment insurance.

14 14. “Final Approval” means the date of entry of the Court’s signed Order and Judgment
15 granting final approval of this Settlement.

16 15. “General Release” means the broader release of all claims by Plaintiffs in the
17 Action, which are in addition to Plaintiffs’ release of claims as Participating Class Members.

18 16. “Gross Settlement Amount” means the sum of Eight Hundred Fifty Thousand
19 Dollars and Zero Cents (\$850,000.00) which shall be paid by Defendants into a Qualified
20 Settlement Fund (“QSF”). The Gross Settlement Amount is non-reversionary, no portion of the
21 Gross Settlement Amount will return to Defendants and includes: (1) payments to the Class, (2)
22 Class Counsel’s fees, (3) Class Counsel’s costs, (4) Settlement Administration Costs, (5) Class
23 Representative Enhancement Payments to Plaintiffs; and (6) the PAGA Payment to the LWDA
24 and PAGA Members. The Gross Settlement Amount is exclusive of employer’s share of any
25 applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendants
26 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount plus
27 any applicable employer-side payroll taxes shall be the maximum amount that Defendants are
28 required to pay under the Settlement. In the event that the consideration due under this Agreement

1 is not paid, then the Settlement is voidable at the option of Plaintiffs. Payment shall be made per
2 the terms of this Agreement. If the Agreement is voided, then the time for Plaintiffs to bring class
3 and/or aggrieved employee claims, will be tolled from the date that this Agreement is fully
4 executed.

5 17. "Individual Settlement Payment" means the amount payable from the Net
6 Settlement Amount to each Participating Class Member. Individual Settlement Payments shall be
7 paid by a Settlement Check made payable to Participating Class Members.

8 18. "Individual PAGA Payment" means the amount Payable from the PAGA Payment
9 to each PAGA Member. Individual PAGA Payments shall be paid by a Settlement Check made
10 payable to PAGA Members. The Settlement Check may combine the Individual Settlement
11 Payment and the Individual PAGA Payment in one check.

12 19. "LWDA Letter" Plaintiff Garcia-Fuentes' correspondence of October 2, 2024, to
13 the LWDA seeking penalties against Defendants for violations of the California Labor Code under
14 the Private Attorneys General Act of 2004.

15 20. "Net Settlement Amount" means the funds available for payments to the Class,
16 which shall be the amount remaining after the following amounts are deducted from the Gross
17 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement
18 Administration Costs, (4) Class Representative Enhancement Payments to Plaintiffs; and (5) the
19 PAGA Payment to the LWDA and PAGA Members.

20 21. "Notice" means the Notice of Class Action Settlement in a form substantially
21 similar to the form attached hereto as **Exhibit A** that will be mailed to Class Members' last known
22 addresses, and which will provide Class Members with information regarding the Action and
23 information regarding the settlement of the Action.

24 22. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
25 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

26 23. "PAGA Payment" means the Thirty-Five Thousand Dollars and Zero Cents
27 (\$35,000.00) of the Gross Settlement Amount allocated towards the settlement of claims pursuant
28 to PAGA, which amount is inclusive of payment to the LWDA for its sixty-five percent (65%)

1 share of the total amount allocated toward penalties under the PAGA (i.e., \$22,750) and payments
2 to the PAGA Members of their (35%) share of the total amount allocated toward penalties under
3 PAGA (i.e., \$12,250), all of which are to be paid from the Gross Settlement Amount. The Twelve
4 Thousand Two Hundred Fifty Dollars and Zero Cents (\$12,250.00) that will be distributed to
5 PAGA Members will be so distributed on a *pro rata* basis, based on the Pay Periods worked by
6 each PAGA Member within the PAGA Period. If the PAGA Payment is approved by the Court,
7 PAGA Members will receive payment from the employee portion of the PAGA Payment, and will
8 be deemed to be precluded from obtaining further PAGA penalties regarding any of the Released
9 PAGA Claims, regardless of whether they are Participating Class Members or not.

10 24. “PAGA Period” means the period from October 2, 2023, through and ending on
11 April 1, 2025.

12 25. “PAGA Members” means all current and former non-exempt employees of
13 Defendants employed in the State of California at any time during the PAGA Period.

14 26. “Parties” means Plaintiffs and Defendants and “Party” shall mean either Plaintiffs
15 or Defendants, individually.

16 27. “Participating Class Members” means all Class Members who do not submit a valid
17 and timely Request for Exclusion. No claim form is required for a Class Member to become a
18 Participating Class Member.

19 28. “Pay Period” shall mean any bi-weekly pay period during which a PAGA Member
20 was employed by Defendants for at least one day during the PAGA Period.

21 29. “Plaintiffs” mean Gabriel Perez and Rigoel Garcia-Fuentes.

22 30. “Preliminary Approval” means the Court Order granting Preliminary Approval of
23 the Settlement Agreement.

24 31. “Objection” means a Class Member’s valid and timely written objection to the
25 Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response
26 Deadline and include: (a) the objector’s full name, signature, address, telephone number, the
27 approximate dates of employment at Defendants in California, last four digits of the Class
28 Member’s Social Security number or employee ID number; (b) the case name and number (i.e.,

1 *Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court Case No.
2 24CV073959); (c) a written statement of all grounds for the objection accompanied by legal
3 support, if any, for such objection; (d) copies of any papers, briefs, or other documents upon which
4 the objection is based, if any; and (e) a statement describing whether the objector intends to appear
5 at the Final Approval Hearing, either in person or through counsel at the objector's expense.

6 32. "Released Class Claims" means all claims, rights, demands, liabilities and causes
7 of action that are alleged, or reasonably could have been alleged, based on the facts in the operative
8 complaint in the Action, including factual claims regarding Defendants' alleged: (i) failure to pay
9 all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or
10 compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof;
11 (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely
12 pay wages during employment; (vi) failure to provide complete, accurate wage statements; (vii)
13 failure to reimburse business expenses; and (viii) unfair business practices. This release shall apply
14 to Released Class Claims arising during the Class Period.

15 33. "Released PAGA Claims" means all claims under the California Labor Code
16 Private Attorneys General Act of 2004 for civil penalties that were identified in the LWDA Letter,
17 or which could have been alleged premised on the facts in the LWDA Letter.

18 34. "Released Parties" means Defendants Kimberlite Corporation and Sonitrol
19 Security, Inc. as named by Plaintiffs in the operative complaint and any related entities, and their
20 past, present and/or future, officers, directors, members, investors.

21 35. "Request for Exclusion" means a valid and timely written statement submitted by
22 a Class Member requesting to be excluded from the Action. To be effective, the Request for
23 Exclusion must be in writing, submitted by the Response Deadline, and include: (a) the Class
24 Member's name, signature, address, telephone number, approximate dates of employment with
25 Defendants in California, and the last four digits of the Class Member's Social Security number
26 and/or the Employee ID number (b) the case name and number (i.e., *Perez, et al. v. Kimberlite*
27 *Corporation, et al.*, Alameda County Superior Court Case No. 24CV073959); and (c) a clear
28 statement requesting to be excluded from the settlement of the Released Class Claims similar to

1 the following: “I wish to exclude myself from the class settlement reached in the matter of *Gabriel*
2 *Perez, et al. v. Kimberlite Corporation, et al., Alameda County Case No. 24CV073959*, I
3 understand that by excluding myself, I will not receive money from the settlement and will not
4 release the Released Class Claims.” To be effective, the Request for Exclusion must be post-
5 marked by the Response Deadline and received by the Settlement Administrator. PAGA Members
6 have no right to exclude themselves from (or opt-out of) the release of Released PAGA Claims or
7 distribution of the employee portion of the PAGA Payment under the Settlement.

8 36. “Response Deadline” shall be sixty (60) calendar days after the Settlement
9 Administrator initially mails Notice to Class Members and the last date on which Class Members
10 may submit Requests for Exclusion, Objections, or Workweek Disputes. The Response Deadline
11 for Requests for Exclusion or Objections will be extended fifteen (15) calendar days for any Class
12 Member who is re-mailed a Notice by the Settlement Administrator. In the event the Response
13 Deadline falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next
14 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
15 express agreement between Class Counsel and Defendants. Under no circumstances, however, will
16 the Settlement Administrator have the authority to unilaterally extend the deadline for Class
17 Members to submit a Request for Exclusion or Objection to the Settlement.

18 37. “Settlement” means the disposition of the Action pursuant to this Agreement.

19 38. “Settlement Administrator” means Apex Class Action LLC. The Parties each
20 represent that they do not have any financial interest in the Settlement Administrator or otherwise
21 have a relationship with the Settlement Administrator that could create a conflict of interest.

22 39. “Settlement Administration Costs” mean the costs payable from the Gross
23 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
24 but not limited to, printing, distributing, and tracking documents for this Settlement,
25 calculating/confirming the Class Members’ Workweeks and PAGA Members’ Pay Periods from
26 the information contained in the Class List, calculating each Participating Class Member’s
27 Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing
28 necessary reports and declarations, and other duties and responsibilities set forth herein to process

1 this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed
2 Ten Thousand Dollars (\$10,000).

3 40. “Workweek” shall mean any calendar week during which a Class Member was
4 employed at least one (1) day by Defendants during the Class Period, based on hire dates, re-hire
5 dates and termination dates.

6 **TERMS OF AGREEMENT**

7 41. Settlement Consideration: Defendants shall fund the Gross Settlement Amount and
8 all applicable employer-side payroll taxes following Final Approval by the Court and the
9 occurrence of the Effective Date, within fourteen (14) calendar days. The following will be paid
10 out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class
11 Representative Enhancement Payments, Class Counsel’s Fees and Costs, the PAGA Payment, and
12 the Settlement Administration Costs, as specified in this Agreement. Except for any employer-
13 side taxes due on the Individual Settlement Payments, or as a result of a potential increase in the
14 number of Workweeks as set forth below in paragraph 42, Defendants shall not be required to pay
15 more than the Gross Settlement Amount plus any applicable employer-side payroll taxes. The
16 Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will
17 revert to Defendants.

18 42. Potential Increase to the Gross Settlement Amount: Defendants represented there
19 were approximately 20,801 Workweeks (worked by approximately 184 Class Members) within
20 the Class Period. Should the actual number of Workweeks increase by more than ten percent (10%)
21 (*i.e.* by more than 2080 additional Workweeks) through the Class Period, Defendants shall increase
22 the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the total
23 number of Workweeks worked by the Class Members above Ten Percent (10%).

24 43. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of
25 the Effective Date of the Settlement, as defined in this Agreement, Defendants will deposit the
26 Gross Settlement Amount and all applicable employer-side payroll taxes into a Qualified
27 Settlement Fund (“QSF”) to be established by the Settlement Administrator. Defendants shall
28 provide all information necessary for the Settlement Administrator to calculate necessary payroll

1 taxes including their official name(s), 8-digit state unemployment insurance tax ID number, and
2 other information requested by the Settlement Administrator, no later than fourteen (14) calendar
3 days after the Effective Date. This information shall be kept confidential from Plaintiffs.
4 Defendants may not vary from the Court approved scheduling for the funding of the Gross
5 Settlement Amount unless the Parties agree otherwise; it is not anticipated there would be a need
6 to alter the funding date. If Defendants have an objection to the Court approved funding timeline,
7 Defendants must seek *ex parte* relief from the Court about their objection, unless Plaintiffs agree
8 with Defendants otherwise.

9 44. Distribution of the Gross Settlement Amount: No later than fourteen (14) calendar
10 days after the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
11 Individual Settlement Payments to Participating Class Members; (b) Individual PAGA Payments
12 to PAGA Members; (c) the LWDA portion of the PAGA Payment to the LWDA; (d) the Class
13 Representative Enhancement Payments to Plaintiffs; (e) Class Counsel's Fees and Costs to Class
14 Counsel; and (f) Settlement Administration Costs to the Settlement Administrator.

15 45. Class Counsel's Fees and Costs: Defendants agree not to oppose any application or
16 motion by Class Counsel for attorneys' fees of not more than Two Hundred Ninety Seven
17 Thousand Five Hundred Dollars and Zero Cents (\$297,500.00) plus the reimbursement of
18 reasonable costs and expenses associated with the litigation and settlement of the Action, in an
19 amount up to Thirty Thousand Dollars and Zero Cents (\$30,000.00), both of which will be paid
20 from the Gross Settlement Amount. Any portion of the requested fees or costs that is not awarded
21 to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to
22 Participating Class Members as provided in this Agreement.

23 46. Class Representative Enhancement Payments: Defendants agree not to oppose or
24 object to any application or motion by Plaintiffs for Class Representative Enhancement Payments
25 of Ten Thousand Dollars and Zero Cents (\$10,000.00) *each* to Plaintiffs Perez and Garcia-Fuentes.
26 The Class Representative Enhancement Payments are in exchange for the General Release of the
27 Plaintiffs' individual claims and for their time, effort and risk in bringing and prosecuting the
28 Action. Any portion of the requested Class Representative Enhancement Payments that are not

awarded to the Class Representatives shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

47. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).

48. PAGA Payment: Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under PAGA. The Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Payment, or Twenty-Two Thousand Seven Hundred Fifty Dollars and Zero Cents (\$22,750.00), to the LWDA and the remaining thirty-five percent (35%), or Twelve Thousand Two Hundred Fifty Dollars and Zero Cents (\$12,250.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Pay Periods they were employed by Defendants during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment and will be deemed to be precluded from obtaining further PAGA penalties regarding the Released PAGA Claims regardless of their status as Participating Class Members.

49. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	850,000.00
Enhancement Payments:	\$	20,000.00
Class Counsel's Fees:	\$	297,500.00
Class Counsel's Costs:	\$	30,000.00
PAGA Payment	\$	35,000.00
Settlement Administration Costs:	\$	10,000.00
Estimated Net Settlement Amount	\$	457,500.00

1 50. Individual Settlement Payment Calculations: Individual Settlement Payments will
2 be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein:

3 a) Calculation of Individual Settlement Payments: The Settlement
4 Administrator will calculate the total Workweeks for all Participating Class Members by adding
5 the number of Workweeks of each Participating Class Member. The respective Workweeks for
6 each Participating Class Member will be divided by the total Workweeks for all Participating Class
7 Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating
8 Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate
9 each Participating Class Member's estimated share of the Net Settlement Amount: (Participating
10 Class Member's Workweeks ÷ total Workweeks) × Net Settlement Amount.

11 b) Calculation of Individual PAGA Payments: The Settlement
12 Administrator will calculate the total Pay Periods for all PAGA Members by adding the number
13 of Pay Periods of each PAGA Member. The respective Pay Periods for each PAGA Member will
14 be divided by the total Pay Periods, resulting in the Payment Ratio for each PAGA Member. Each
15 PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA
16 Payment to calculate each PAGA Member's estimated share of the PAGA Payment: (PAGA
17 Member's Pay Periods ÷ total Pay Periods) x \$12,250.00 (the employee portion of the PAGA
18 Payment). PAGA Members shall receive their Individual PAGA Payment and will be deemed to
19 be precluded from obtaining further PAGA penalties regarding the Released PAGA Claims
20 regardless of whether their status as Participating Class Members.

21 c) Allocation of Individual Settlement Payments: The Individual
22 Settlement Payments paid from the Net Settlement Amount will be allocated as follows: twenty
23 percent (20%) as wages, thirty percent (30%) as interest, and fifty percent (50%) as penalties and
24 non-wage damages. The Individual PAGA Payments paid from the employee portion of the PAGA
25 Payment will be allocated one hundred percent (100%) as penalties. The portion of the Individual
26 Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS
27 Form W-2. The remaining non-wage portion, and the Individual PAGA Payments, will be reported
28 on an IRS Form-1099 by the Settlement Administrator. Individual Settlement Payments shall be

1 paid exclusively from the QSF, pursuant to the settlement formula set forth herein. Neither
2 Counsel for Plaintiffs nor Defendants intends anything contained in this Agreement to constitute
3 advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such
4 within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as
5 amended) or otherwise.

6 51. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
7 Participating Class Members and/or PAGA Members under this Settlement, as well as any other
8 payments made pursuant to this Settlement, will not modify any previously credited hours or
9 service under any employee benefit plan, policy, or bonus program sponsored by the Released
10 Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any
11 other monetary entitlement under the Released Parties' sponsored benefit plans, policies, or bonus
12 programs. The payments made under the terms of this Stipulation shall not be applied retroactively,
13 currently, or on a going forward basis, as salary, earnings, wages, or any other form of
14 compensation for the purposes of the Released Parties' benefit plans, policies, or bonus programs.
15 The Released Parties retain the right to modify the language of their benefit plans, policies and
16 bonus programs to effectuate this intent, and to make clear that any amounts paid pursuant to this
17 Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring
18 term as defined by applicable plans, policies and bonus programs for purposes of eligibility,
19 vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not
20 required by this Settlement.

21 52. Settlement Administration Process: The Parties agree to cooperate in the
22 administration of the Settlement and to make all reasonable efforts to control and minimize the
23 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will
24 provide the following services, in addition to any other task which may be required of it to facilitate
25 the administration of the Settlement:

26 a) Establish and maintain a Qualified Settlement Fund.

27 b) Calculate the Individual Settlement Payment each Participating Class Member and
28 the Individual PAGA Payment to each PAGA Member is eligible to receive.

1 c) Print and mail the Notice.

2 d) Conduct additional address searches for mailed Notices that are returned as
3 undeliverable.

4 e) Process Requests for Exclusion, Objections, and Workweek Disputes and field
5 inquiries from Class Members.

6 f) Print and issue Individual Settlement Payment checks, and/or Individual PAGA
7 Payment checks, remit payment of Class Counsel's Fees and costs, Settlement
8 Administration Costs, Class Representative Enhancement Payments, and LWDA
9 portion of the PAGA Payment, and prepare IRS W2 and 1099 Tax Forms and any
10 other filings required by any governmental taxing authority as necessary.

11 g) Provide declarations and/or other information to this Court as requested by the
12 Parties and/or the Court regarding the settlement administration process.

13 h) Provide weekly status reports to counsel for the Parties.

14 i) Post a notice of final judgment online at Settlement Administrator's website.

15 53. Delivery of the Class List: Within ten (10) calendar days of Preliminary Approval,
16 Defendants will provide the Class List to the Settlement Administrator, which will be kept
17 confidential from Plaintiffs and Class Counsel.

18 54. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the
19 Class List from Defendants, the Settlement Administrator will mail the Notice to all Class
20 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
21 identified in the Class List.

22 55. Confirmation of Contact Information in the Class List: Prior to mailing, the
23 Settlement Administrator will perform a search based on the National Change of Address Database
24 for information to update and correct for any known or identifiable address changes. Any Notice
25 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline
26 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto
27 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no
28 forwarding address is provided, the Settlement Administrator will promptly attempt to determine

1 the correct address using a skip-trace, or other search using the name, address telephone number
2 and/or Social Security number of the Class Member involved and will then perform a single re-
3 mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as
4 undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain
5 the current address from the Class Member and provide the same within seven (7) calendar days
6 of notice from the Settlement Administrator. Those Class Members who receive a re-mailed
7 Notice, whether by skip-trace or by request, will have their Response Deadline extended by an
8 additional fifteen (15) calendar days pursuant paragraph 36.

9 56. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
10 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
11 (c) the Class definition; (d) each respective Class Member's number of allocated Workweeks and
12 Pay Periods (if applicable); (e) each Class Member's estimated Individual Settlement Payment and
13 the formula for calculating Individual Settlement Payments; (f) each PAGA Member's Individual
14 PAGA Payment and the formula for calculating Individual PAGA Payments; (g) the dates which
15 comprise the Class Period and the PAGA Period; (h) the deadlines by which the Class Member
16 must postmark Requests for Exclusion, Objections, or Workweek Disputes; (i) the Released Class
17 Claims and Released PAGA Claims, as set forth herein; and (j) the date for the final approval
18 hearing.

19 57. Workweek Disputes: Class Members will have an opportunity to dispute the
20 number of Workweeks allocated to them in their Notice. To the extent Class Members dispute the
21 number of Workweeks with which they have been credited, Class Members may submit a written
22 dispute regarding the number of workweeks ("Workweek Dispute"). A Workweek Dispute must
23 be in writing, submitted by the Response Deadline, and contain: (a) the Class Member's name,
24 signature, address, telephone number, approximate dates of employment with Defendants in
25 California, and the last four digits of the Class Member's Social Security number and/or the
26 Employee ID number (b) the case name and number (i.e., *Perez, et al. v. Kimberlite Corporation,*
27 *et al.*, Alameda County Superior Court Case No. 24CV073959); (c) a clear statement regarding the
28 number of Workweeks the Class Members contends is correct; and (d) any physical written

1 evidence the Class Member has to support their contention. Absent evidence rebutting Defendants'
2 records, Defendants' records will be presumed determinative. However, if a Class Member
3 produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence
4 submitted by the Class Member and the Parties will make the final decision as to the number of
5 Workweeks that should be allocated to the Class Member, in the event that the Settlement
6 Administrator cannot make this determination themselves. If the Parties do not agree, the dispute
7 will be submitted to the Court.

8 58. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
9 Action must submit a timely and valid Request for Exclusion. All Requests for Exclusion will be
10 submitted to the Settlement Administrator, who will certify jointly to Class Counsel and
11 Defendants' Counsel Requests for Exclusion that were timely submitted. All Class Members who
12 do not request exclusion from the Action will be bound by all terms of the Settlement Agreement
13 and will be considered Participating Class Members if the Settlement is granted final approval by
14 the Court and the Effective Date has lapsed under this Agreement. PAGA Members do not have
15 the right to request exclusion from the release of Released PAGA Claims.

16 59. Defective Submissions: If a Class Member's Request for Exclusion is defective as
17 to the requirements listed herein, that Class Member will be given an opportunity to cure the
18 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
19 business days of receiving the defective submission to advise the Class Member that his or her
20 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
21 The Class Member will have their Response Deadline extended by an additional fifteen (15)
22 calendar days pursuant paragraph 36 to postmark a revised Request for Exclusion. If a Class
23 Member responds to a cure letter by submitting another defective Request for Exclusion, then the
24 Settlement Administrator will have no further obligation to give notice of a need to cure. If the
25 revised Request for Exclusion is not postmarked by the applicable Response Deadline, it will be
26 deemed untimely.

1 60. Defendants' Right to Rescind: If Class Members representing more than the
2 aggregate total of ten percent (10.0%) of the Class opt-out of the Settlement, Defendants may, at
3 their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
4 thereby null and void. Defendants shall meet and confer with Plaintiffs' Counsel before
5 withdrawing from the Settlement pursuant to this provision. If Defendants exercise their right to
6 rescind the Agreement, Defendants shall be responsible for all Settlement Administration Costs
7 incurred to the date of rescission. In such a case, the Parties, and any funds to be awarded under
8 this Settlement, shall be returned to their respective statuses as of the date and time immediately
9 prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this
10 Settlement Agreement had not been executed, except that any fees already incurred by the
11 Settlement Administrator shall be paid by Defendants.

12 61. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
13 Effective Date and complete funding of the Gross Settlement Amount, any Class Member who
14 does not submit a timely and valid Request for Exclusion will be bound by all of its terms,
15 including the release of the Released Class Claims, as well as any Judgment that may be entered
16 by the Court if it grants final approval to the Settlement. Class Members who opt-out of the
17 Settlement shall not be bound by such Judgment or release of Released Class Claims. The names
18 of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both
19 Plaintiffs and Defendants and noted in the proposed Judgment submitted to the Court.

20 62. Objection Procedures: To object to the Settlement, a Participating Class Member
21 must submit a timely and valid Objection to the Settlement Administrator. The postmark date will
22 be deemed the exclusive means for determining that the Objection is timely. Participating Class
23 Members who fail to object in the manner specified above will be foreclosed from making a written
24 objection, but shall still have a right to appear at the Final Approval Hearing in order to have their
25 objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or
26 otherwise encourage Participating Class Members to submit written Objections to the Settlement
27 or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with
28 respect to any objections to this Settlement.

1 63. Certification Reports Regarding Individual Settlement Payment Calculations: The
2 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report
3 which certifies: (a) the number of Class Members who have submitted valid Requests for
4 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
5 has submitted a Workweek Dispute. Additionally, the Settlement Administrator will provide to
6 counsel for both Parties any updated reports regarding the administration of the Settlement
7 Agreement as needed or requested.

8 64. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
9 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
10 eighty (180) calendar days. Pursuant to CCP § 384 and the Parties' agreement, after the expiration
11 of the 180-day period, on Defendants' behalf, the Settlement Administrator shall remit any
12 amounts from Voided Settlement Checks and otherwise unclaimed funds (the "Residue"), plus any
13 interest earned on the Residue to Legal Aid at Work ("LAAW") hereafter referred to as the "Cy
14 Pres Recipient." The Parties agree that this disposition results in no "unpaid residue" under
15 California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
16 Participating Class Members and PAGA Members, whether or not they all cash their Settlement
17 Checks or PAGA payment checks. Therefore, Defendants will not be required to pay any interest
18 on such amounts. The Individual Settlement Payments provided to Participating Class Members
19 and Individual PAGA Payments to PAGA Members shall prominently state the expiration date or
20 a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively,
21 such a statement may be made in a letter accompanying the Individual Settlement
22 Payment/Individual PAGA Payment. Expired Individual Settlement Payments/Individual PAGA
23 Payments will not be reissued, except for good cause and as mutually agreed by the Parties in
24 writing. The Parties agree no unclaimed funds will result from the Settlement.

25 65. Administration of Taxes by the Settlement Administrator: The Settlement
26 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class
27 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
28

1 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll
2 taxes and penalties to the appropriate government authorities.

3 66. Tax Liability: Defendants make no representation as to the tax treatment or legal
4 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not
5 relying on any statement, representation, or calculation by Defendants or by the Settlement
6 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree that
7 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
8 described herein. Defendants' share of any employer payroll taxes and other required employer
9 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's
10 FICA and FUTA contributions, shall be paid separately and apart from the Gross Settlement
11 Amount.

12 67. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
13 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,
14 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
15 communication or disclosure between or among the Parties or their attorneys and other advisers,
16 is or was intended to be, nor shall any such communication or disclosure constitute or be construed
17 or be relied upon as, tax advice within the meaning of United States Treasury Department circular
18 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon
19 his, her or its own, independent legal and tax counsel for advice (including tax advice) in
20 connection with this Agreement, (b) has not entered into this Agreement based upon the
21 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not
22 entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party
23 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or
24 adviser to any other Party has imposed any limitation that protects the confidentiality of any such
25 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
26 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
27 including any transaction contemplated by this Agreement.

1 68. No Prior Assignments: The Parties and their counsel represent, covenant, and
2 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
3 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
4 action, cause of action or right herein released and discharged.

5 69. Release by Participating Class Members: Upon the Effective Date and the full
6 funding of the Gross Settlement Amount and all applicable employer-side payroll taxes,
7 Participating Class Members shall fully and finally release and discharge the Released Parties from
8 the Released Class Claims. This release shall be binding on all Participating Class Members.

9 70. Release by State of California and the LWDA : Upon the Effective Date and full
10 funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, the
11 LWDA and the State of California, through Plaintiff Garcia-Fuentes as their agent and/or proxy,
12 shall fully and finally release and discharge the Released Parties from the Released PAGA Claims.
13 The Parties intend for this Settlement to have claim preclusion, issue preclusion, or otherwise bar
14 a representative action to the broadest extent possible by law if an aggrieved employee were to
15 bring a subsequent claim on behalf of the LWDA based on the Released PAGA Claims.

16 71. Release of Additional Claims & Rights by Plaintiffs: Upon the Effective Date and
17 full funding of the Gross Settlement Amount and all applicable employer-side payroll taxes,
18 Plaintiffs for each of themselves and their spouse(s), heirs and assigns, fully and finally release the
19 Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
20 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses,
21 debts, penalties and expenses of any nature and description whatsoever, known or unknown,
22 suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract,
23 equity, or otherwise, arising out of Plaintiffs' employment with Defendants, payment of wages
24 during that employment and the cessation of that employment and/or violation of any federal, state
25 or local statute, rule, ordinance or regulation. Such claims include but are not limited to any and
26 all Released Class Claims and Released PAGA Claims and termination thereof, California Civil
27 Code, to include §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR § 11060; California Code of
28 Civil Procedure §1021.5; California common law of contract; 29 CFR §778.223; and 29 CFR

1 §778.315; federal common law and, to the extent permitted by law, the Employee Retirement
2 Income Security Act, 29 U.S.C. §§1001, *et seq.* (ERISA) §778.315; and federal common law. In
3 addition, Plaintiffs' General Release includes but is not limited to, all claims for lost wages and
4 benefits, emotional distress, retaliation, restitution, penalties, punitive damages, and attorneys'
5 fees and costs (except those provided by this Settlement Agreement) arising under federal, state,
6 or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way
7 of example only, (as amended) 42 U.S.C. §1981, Title VII of the Civil Rights Act of 1964, the
8 Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and
9 the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This
10 release excludes the release of claims not permitted by law. Plaintiffs' General Release includes
11 all claims, whether known or unknown. Even if Plaintiffs discover facts in addition to or different
12 from those they now know or believe to be true with respect to the subject matter of Plaintiffs'
13 General Release, those claims will remain released and forever barred to the extent allowed by law
14 ("Plaintiffs' General Release"). Specifically, Plaintiffs waive all rights and benefits afforded by
15 California Civil Code Section 1542, which provides:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
17 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
19 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
20 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
21 DEBTOR OR RELEASED PARTY.

22 Notwithstanding the foregoing, Plaintiffs do not waive or release any claim which cannot be
23 waived or released by private agreement. Further, nothing in this Agreement shall prevent
24 Plaintiffs from filing a charge or complaint with, or from participating in, an investigation or
25 proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or
26 local agency charged with the enforcement of any employment or other applicable laws. Plaintiffs,
27 however, each understand that by signing this Agreement, they waive the right to recover any
28 damages or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH

1 or any other state or local deferral agency on their behalf to the fullest extent permitted by law, but
2 expressly excluding any monetary award or other relief available from the SEC/OSHA, including
3 an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

4 72. Nullification of Settlement Agreement: In the event that: (a) the Court does not
5 enter the Preliminary Approval Order and approve the Released Class Claims or Released PAGA
6 Claims specified herein without requiring material changes to the “Basic Settlement Terms”
7 (defined as relating to the monetary sums to be paid in the Settlement, the parameters of the
8 Released Class Claims and Released PAGA Claims and the covered Class Period, revisions to the
9 escalator clause contained herein; and revisions to Defendants’ Option to Nullify the Settlement
10 Agreement provision contained herein); (b) the Court does not finally approve the Settlement
11 without requiring material changes to the Basic Settlement Terms as provided herein; (c) the Court
12 strikes or does not approve any Basic Settlement Term of this Settlement Agreement; (d)
13 Defendants exercise their option to nullify the Settlement Agreement based on an excessive
14 number of opt-outs, as described in the above; or (e) the Settlement does not become final as
15 written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
16 documents generated to bring it into effect, will be null and void, all amounts deposited into the
17 QSF will be returned to Defendants, and the Parties shall be returned to their original respective
18 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement
19 will likewise be treated as void from the beginning and the Stipulations and Recitals contained
20 herein shall be of no force or effect and shall not be treated as an admission by the Parties or their
21 counsel. Should the Court fail to approve this Settlement for any reason, the Parties agree that they
22 will return to and attend mediation with a mutually agreed Mediator in an effort to reach a
23 settlement that may be approved by the Court, unless the Parties are able to resolve the issue
24 without resort to a mediator.

25 73. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to
26 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
27 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)
28 Preliminary Approval of the Settlement Agreement, and (c) setting a date for a Final

1 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
2 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
3 Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the
4 Settlement, and will include the proposed Notice attached as **Exhibit A**. Defendants agree that
5 they will not oppose Plaintiffs' motion for Preliminary Approval. Any failure by the Court to fully
6 and completely approve the Agreement as to the Action will result in this Settlement Agreement,
7 and all obligations under this Settlement Agreement being nullified and voided.

8 74. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
9 Response Deadline, and with the Court's permission, a Final Approval/Settlement Fairness
10 Hearing will be conducted to determine the Final Approval of the Settlement Agreement along
11 with the amounts properly payable for: (a) Individual Settlement Payments; (b) Class Counsel's
12 Fees and Costs; (c) the Class Representative Enhancement Payments; (d) the Settlement
13 Administration Costs; and (e) the PAGA Payment. Any failure by the Court to fully and completely
14 approve the Settlement Agreement as to all of the Action, or the entry of any Order by another
15 Court with regard to any of the Action which has the effect of modifying material terms of this
16 Agreement as described above or preventing the full and complete approval of the Settlement
17 Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations
18 under this Agreement being null and void. Defendants agree they shall not oppose the granting of
19 the Motion for Final Approval, provided Defendants have not exercised their right to rescind
20 pursuant to the terms of this Agreement.

21 75. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
22 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
23 Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this
24 Agreement, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
25 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration
26 matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth
27 in this Settlement.
28

1 76. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
2 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
3 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

4 77. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute
5 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
6 agreements in relation to settlement terms may be deemed binding on the Parties.

7 78. Amendment or Modification: This Settlement Agreement may be amended or
8 modified only by a written instrument signed by counsel for all Parties or their successors-in-
9 interest.

10 79. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
11 and represent they are expressly authorized by the Parties whom they represent to negotiate this
12 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
13 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
14 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
15 counsel will cooperate with each other and use their best efforts to affect the implementation of
16 the Settlement. If the Parties are unable to reach agreement on the form or content of any document
17 needed to implement the Settlement, or on any supplemental provisions that may become
18 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
19 or Mediator to resolve such disagreement.

20 80. Binding on Successors and Assigns: This Settlement Agreement will be binding
21 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
22 defined.

23 81. California Law Governs: All terms of this Settlement Agreement and Exhibits
24 hereto will be governed by and interpreted according to the laws of the State of California.

25 82. Execution and Counterparts: This Settlement Agreement is subject only to the
26 execution of all Parties. However, the Settlement Agreement may be executed in one or more
27 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
28

1 of the signature page, will be deemed to be one and the same instrument provided that counsel for
2 the Parties will exchange among themselves original signed counterparts.

3 83. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
4 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
5 arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,
6 taking into account all relevant factors, present and potential. The Parties further acknowledge that
7 they are each represented by competent counsel and that they have had an opportunity to consult
8 with their counsel regarding the fairness and reasonableness of this Settlement.

9 84. Invalidity of Any Provision: Before declaring any provision of this Agreement
10 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
11 consistent with applicable precedents so as to define all provisions of this Agreement valid and
12 enforceable.

13 85. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
14 class certification for purposes of this Settlement only; except, however, that either party may
15 appeal any court order that materially alters the Settlement Agreement's terms.

16 86. Class Action Certification for Settlement Purposes Only: The Parties agree to
17 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
18 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
19 that certification for purposes of the Settlement is not an admission that class action certification
20 is proper under the standards applied to contested certification motions and that this Agreement
21 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
22 should be certified or (b) Defendants are liable to Plaintiffs or any Class Member, other than
23 according to the Settlement's terms.

24 87. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
25 dispute that has arisen between them and to avoid the burden, expense and risk of continued
26 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
27 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
28 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached

1 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
2 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
3 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
4 as an admission or concession by Defendants of any such violations or failures to comply with any
5 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
6 Agreement and its terms and provisions shall not be offered or received as evidence in any action
7 or proceeding to establish any liability or admission on the part of Defendants or to establish the
8 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
9 local or other applicable law. Except as set forth elsewhere herein, in the event that this Agreement
10 is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be
11 enforceable, Plaintiffs will not be deemed to have waived, limited or affected in any way any
12 claims, rights or remedies, or defenses in the Action, and Defendants will not be deemed to have
13 waived, limited, or affected in any way any of their objections or defenses in the Action. The
14 Parties shall be restored to their respective positions in the Action prior to the entry of this
15 Settlement.

16 88. Captions: The captions and section numbers in this Agreement are inserted for the
17 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
18 provisions of this Agreement.

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

23 90. Enforcement Action: In the event that one or more of the Parties institutes any legal
24 action or other proceeding against any other Party or Parties to enforce the provisions of this
25 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
26 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
27 and costs, including expert witness fees incurred in connection with any enforcement actions.
28

1 91. Neutral Employment Reference: Defendants agree that they will provide a neutral
2 reference regarding any future employment references related to Plaintiffs. In the event that any
3 potential or future employers of Plaintiffs request a reference regarding Defendants' employment
4 of Plaintiffs, Defendants shall only provide Plaintiffs' dates of employment and job titles during
5 employment. Defendants shall not refer to the Action or this Settlement.

6 92. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
7 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
8 against one Party than another merely by virtue of the fact that it may have been prepared by
9 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
10 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11 93. Representation By Counsel: The Parties acknowledge that they have been
12 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
13 and that this Agreement has been executed with the consent and advice of counsel and reviewed
14 in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
15 Agreement.

16 94. All Terms Subject to Final Court Approval: All amounts and procedures described
17 in this Settlement Agreement herein will be subject to final Court approval.

18 95. Cooperation and Execution of Necessary Documents: The Parties agree to
19 cooperate to promote participation in the Settlement, and in seeking court approval of the
20 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
21 Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any
22 settlement agreement waivers, or Pick-Up Stix agreements from any Class Member prior to the
23 funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter
24 into any arbitration agreement with any Class Member that covers the claims released via this
25 Agreement during the Settlement approval process prior to the funding of the Gross Settlement
26 Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

27 96. Confidentiality: The Parties and their counsel agree to keep the terms of the
28 Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs,

1 Class Counsel, Defendants and their counsel agree that they will not issue any press releases,
2 initiate any contact with the press, respond to any press inquiry or have any communication with
3 the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement
4 Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by
5 law or in furtherance of business purposes, including the fulfillment of obligations stated in this
6 Settlement Agreement or limit Class Counsel's communications with the Class Members in
7 furtherance of approval of this Settlement.

8 97. Binding Agreement: The Parties warrant that they understand and have full
9 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
10 fully enforceable and binding on all Parties and agree that it will be admissible and subject to
11 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
12 provisions that otherwise might apply under federal or state law.

13 98. Submission to the LWDA: The Settlement Agreement shall be submitted by
14 Plaintiffs to the LWDA within the time limits and as prescribed by law.

15
16 **PLAINTIFF PEREZ**

17
18 Dated: _____

Gabriel Perez

19
20 **PLAINTIFF GARCIA-FUENTES**

21
22 Dated: _____

Rigoel Garcia-Fuentes

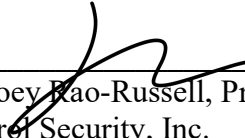
23
24 **DEFENDANT KIMBERLITE CORPORATION**

25
26 Dated: 8/11/25 _____

By:  Joey Rao-Russell, President and CEO
Kimberlite Corporation

DEFENDANT SONITROL SECURITY, INC.

Dated: 8/11/2025

By: 
Joey Rao-Russell, President and CEO
Sonitrol Security, Inc.

APPROVED AS TO FORM ONLY:

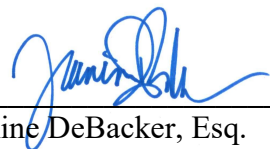
BLACKSTONE LAW, APC.

Dated: _____

Jonathan M. Genish
Barbara DuVan-Clarke
*Attorneys for Plaintiffs Perez and
Garcia-Fuentes*

McPHARLIN SPRINKLES & THOMAS LLP

Dated: August 12, 2025


Jeanine DeBacker, Esq.
*Attorneys for Defendants Kimberlite Corporation
and Sonitrol Security, Inc.*

1 Class Counsel, Defendants and their counsel agree that they will not issue any press releases,
2 initiate any contact with the press, respond to any press inquiry or have any communication with
3 the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement
4 Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by
5 law or in furtherance of business purposes, including the fulfillment of obligations stated in this
6 Settlement Agreement or limit Class Counsel's communications with the Class Members in
7 furtherance of approval of this Settlement.

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12 provisions that otherwise might apply under federal or state law.

13 98. Submission to the LWDA: The Settlement Agreement shall be submitted by
14 Plaintiffs to the LWDA within the time limits and as prescribed by law.

15
16 **PLAINTIFF PEREZ**

17
18 Dated: 08/11/2025



Gabriel Perez

19
20 **PLAINTIFF GARCIA-FUENTES**

21
22 Dated: _____

Rigoel Garcia-Fuentes

23
24 **DEFENDANT KIMBERLITE CORPORATION**

25
26 Dated: _____

By: Joey Rao-Russell, President and CEO
Kimberlite Corporation

1 Class Counsel, Defendants and their counsel agree that they will not issue any press releases,
2 initiate any contact with the press, respond to any press inquiry or have any communication with
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4 Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by
5 law or in furtherance of business purposes, including the fulfillment of obligations stated in this
6 Settlement Agreement or limit Class Counsel's communications with the Class Members in
7 furtherance of approval of this Settlement.

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12 provisions that otherwise might apply under federal or state law.

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14 Plaintiffs to the LWDA within the time limits and as prescribed by law.

15
16 **PLAINTIFF PEREZ**

17
18 Dated: _____

Gabriel Perez

19
20 **PLAINTIFF GARCIA-FUENTES**

21
22 Dated: 08/12/2025

Rigoel Garcia-Fuentes

23
24 **DEFENDANT KIMBERLITE CORPORATION**

25
26 Dated: _____

By: Joey Rao-Russell, President and CEO
Kimberlite Corporation

DEFENDANT SONITROL SECURITY, INC.

Dated: _____

By: Joey Rao-Russell, President and CEO
Sonitrol Security, Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC.

Dated: 08/12/2025


Jonathan M. Genish
Barbara DuVan-Clarke
*Attorneys for Plaintiffs Perez and
Garcia-Fuentes*

McPHARLIN SPRINKLES & THOMAS LLP

Dated: _____

Jeanine DeBacker, Esq.
*Attorneys for Defendants Kimberlite Corporation
and Sonitrol Security, Inc.*

EXHIBIT 2

Perez, et al. v. Kimberlite Corporation, et al.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC»
«First_Name» «Last_Name»
«Address_1»
«City», «State» «Zip»



NOTICE OF CLASS ACTION SETTLEMENT

Gabriel Perez, et al. v. Kimberlite Corporation, et al.

Superior Court of California for the County of Alameda, Case No. 24CV073959

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Gabriel Perez and Rigoel Garcia-Fuentes ("Plaintiffs") and Defendants Kimberlite Corporation and Sonitrol Security, Inc. ("Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the case entitled *Gabriel Perez v. Kimberlite Corporation; Sonitrol Security, Inc.*, Alameda County Superior Court, Case No. 24CV073959 ("Action"), which may affect your legal rights. On **August 26, 2025** the Court granted preliminary approval of the settlement and scheduled a hearing on **February 26, 2026 at 10:00 a.m.** ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former non-exempt employees of Defendants employed in the State of California at any time during the Class Period.

"Class Period" means the period from May 2, 2020 through April 1, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Member(s)" means all current and former non-exempt employees of Defendants who were employed by Defendants in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from October 2, 2023, through and ending on April 1, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On May 2, 2024, Plaintiff Gabriel Perez commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On October 2, 2024, Plaintiff Rigoel Garcia-Fuentes provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiffs contend were violated ("LWDA Letter"). On August 6, 2025, Plaintiffs filed a First Amended Class Action and PAGA Complaint. ("Operative Complaint") in the Action.

Plaintiffs contend that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On **August 26, 2025** the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Gabriel Perez and Rigoel Garcia-Fuentes as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle L. GruppChang
PJ Van Ert
Annabel F. Blanchard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Class Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Members will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiffs, Class Members, or PAGA Members. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five (35%) of the Gross Settlement Amount (i.e., \$297,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs Perez and Garcia-Fuentes for their services in the Action; (3) the amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$22,750.00) (“LWDA Payment”) and the remaining 35% (\$12,250.00) will be distributed to PAGA Members (“PAGA Member Amount”); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on any calendar week during which a Class Member was employed at least one (1) day by Defendants during the Class Period, and based on hire dates, re-hire dates and termination dates (“Workweeks”). The Settlement Administrator has divided the respective workweeks of each Class Member by the total Workweeks of all Class Members in order to arrive at the Payment Ratio for each Class Member. That Payment Ratio has then been multiplied by the Net Settlement Amount to yield an estimated Individual Settlement Payment that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Participating Class Members”) will be issued their final Individual Settlement Payment.

The class portion of each Individual Settlement Payment will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, thirty percent (30%) as interest, and fifty percent (50%) as penalties and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). The class portion of each Individual Settlement Payment will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion. The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Payments (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”) based on any bi-weekly pay period during which a PAGA Member was employed by Defendants for at least one day during the PAGA Period (“Pay Period”). The Settlement Administrator has divided the respective Pay Periods of each PAGA Member by the total Pay Periods of all PAGA Members in order to arrive at the Payment Ratio for each PAGA Member. That Payment Ratio has then been multiplied by the PAGA Employee Amount, i.e., 35% of the PAGA Payment, to yield each PAGA Member’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendants' records:

- From May 2, 2020 through April 1, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.
- From October 2, 2023, through and April 1, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Perez, et al. v. Kimberlite Corporation; Sonitrol Security, Inc.*, Case No. 24CV073959); (b) contain your full name, signature, address, telephone number, approximate dates of employment with Defendants in California, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; (d) any physical written evidence you have to support your contention; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before **November 12, 2025**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Payment and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Payment and Individual PAGA Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Participating Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California, and the LWDA with respect to all PAGA Members, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts in the Operative Complaint in the Action, including factual claims regarding Defendants' alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; (vi) failure to provide complete, accurate wage statements; (vii) failure to reimburse business expenses; and (viii) unfair business practices. This release shall apply to Released Class Claims arising during the Class Period.

"Released PAGA Claims" means all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that were identified in the LWDA Letter, or which could have been alleged premised on the facts in the LWDA Letter.

"Released Parties" means Defendants Kimberlite Corporation and Sonitrol Security, Inc. as named by Plaintiffs in the Operative Complaint and any related entities, and their past, present and/or future, officers, directors, members, investors.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five (35%) of the Gross Settlement Amount (i.e., \$297,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, "Class Counsel's Fees and Costs"), subject to approval by the Court. The Class Counsel's Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each ("Enhancement Payments"), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payment(s) that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) ("Settlement

Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Member and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will be precluded from obtaining further PAGA penalties regarding the Released PAGA Claims.

As a Class Member and PAGA Member (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

Apex Class Action, LLC

P.O. Box 54668, Irvine, CA 92619

A Request for Exclusion must: (a) contain the case name and number of the Action (*Perez, et al. v. Kimberlite Corporation; Sonitrol Security, Inc.*, Case No. 24CV073959); (b) contain your full name, signature, address, telephone number, approximate dates of employment with Defendants in California, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement, in a statement similar to the following **“I wish to exclude myself from the class settlement reached in the matter of *Gabriel Perez, et al. v. Kimberlite Corporation, et al. Alameda County Case No., 24CV073959.* I understand that by excluding myself I will not receive money from the settlement and will not release the Released Class Claims”**; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before November 12, 2025.**

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Members will be bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Objection”) to the Settlement Administrator.

The Objection must: (a) contain the case name and number of the Action (*Perez, et al. v. Kimberlite Corporation; Sonitrol Security, Inc.*, Case No. 24CV073959); (b) contain your full name, signature, address, telephone number, approximate dates of employment at Defendants in California, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; (e) contain a statement as to whether you intend to appear at the Final Approval Hearing, either in person or through counsel at your expense, and (f) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before November 12, 2025.**

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted an Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at 1221 Oak Street, Alameda, California 94612, on **February 26, 2026, at 10:00 a.m.,** to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Class Counsel’s Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

For more information on how to appear remotely, visit: <https://www.alameda.courts.ca.gov/divisions/probate/remote-appearance-information>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number 24CV073959 and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.



You may also visit the Settlement Administrator's website at <https://apexclassaction.com/kimberlite/> for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 355-0700 OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 3

- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior

Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour

class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

Date	Type of Expense	Description of Expense	Amount
10/1/2024	Fee	Blackstone Law Admin Fee (Rigoel Garcia-Fuentes)	\$695.00
10/3/2024	Mailing	Mailing Cost - Rigoel Garcia-Fuentes) - Welcome Package	\$1.77
1/9/2024	Marketing	Wizzy Marketing Cost	\$294.80
1/17/2024	Mailing	Mailing Cost - Welcome Package	\$1.59
1/19/2024	Mailing	Mailing Cost - Kimberlite Corporation	\$8.53
1/19/2024	Mailing	Mailing Cost - Sonitrol Corporation	\$8.53
1/19/2024	Mailing	Mailing Cost - C T Corporation System Agent	\$8.53
5/2/2024	Filing	Steno - Summons & Complaint; CCCS	\$1,997.20
5/10/2024	Filing	Notice of Posting Jury Fees	\$262.45
8/13/2024	Filing	Steno - POS of Summons NAR - Kimberlite Corporation; POS of Summos NAR - Sonitrol Security, Inc	\$59.95
8/20/2024	Filing	Steno - Case Management Statement	\$59.95
8/29/2024	Filing	Steno - Notice of Remote Appearance	\$59.95
9/11/2024	Mediation Fee	Payment to Signature Resolution	\$10,495.00
11/11/2024	Filing	Steno - Joint Notice of Settlement	\$99.95
11/20/2024	Mediation Fee	Payment to Berger Consulting Group	\$10,575.00
3/26/2025	Filing	Steno - Joint CMC Statement	\$59.95
6/27/2025	Filing	Steno - Joint Stipulation to Amend Complaint	\$86.95
7/2/2025	Filing	Steno - Notice of Motion for Prelim Approval of Settlement; Decl ISO (4); Proposed Order; POS	\$140.95
7/15/2025	Filing	Steno - CM Statement	\$59.95
7/22/2025	Document Purchase	Alameda Court Receipt	\$9.00
9/2/2025	Reservation	Court Reservation - Motion for Final Approval	\$1.00

Total: **\$24,986.00**