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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,

Plaintiff,

vs.

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

Defendants.

Case No. 24CV073959

Honorable Patrick McKinney
Department 18

**[REVISED PROPOSED] FINAL
APPROVAL ORDER AND JUDGMENT**

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

1 Plaintiffs Gabriel Perez and Rigoel Garcia-Fuentes’ (“Plaintiffs”) Motion for Final Approval
2 of Class Action and PAGA Settlement, Class Counsels’ Fees and Costs, Class Representative
3 Enhancement Payments, and Settlement Administration Costs came before this Court on February 26,
4 2026 before the Honorable Patrick McKinney in Department 18 of the above-captioned Court located
5 at 1225 Fallon Street, Oakland, California 94612.

6 Having received and considered the Amended Joint Stipulation of Class Action and PAGA
7 Settlement (“Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval of Class
8 Action and PAGA Settlement, Class Counsels’ Fees and Costs, Class Representative Enhancement
9 Payments, and Settlement Administration Costs, the supporting papers filed by the Parties, the
10 Declarations of Class Counsel (Annabel Blanchard), the Class Representatives (Gabriel Perez and
11 Rigoel Garcia-Fuentes), and the Settlement Administrator (Norma Ayala on behalf of Apex Class
12 Action LLC), and the evidence and argument received by the Court in conjunction with the Motion
13 for Preliminary Approval of Class Action and PAGA Settlement and documents thereto, the Court
14 grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
15 DETERMINATIONS:

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiffs and Defendants Kimberlite Corporation and Sonitrol Security, Inc. (“Defendants”)
18 (together, with Plaintiffs, the “Parties”), including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: “All current and former non-exempt employees of Defendants employed in the State
21 of California at any time during the Class Period.” The “Class Period” is defined as the period from
22 May 2, 2020 through April 1, 2025.

23 3. The Court appoints Plaintiffs Gabriel Perez and Rigoel Garcia-Fuentes as the Class
24 Representatives for settlement purposes only.

25 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle L.
26 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for
27 settlement purposes only.

28 5. The Notice of Class Action Settlement (“Notice”) provided to the Class conforms with

1 the requirements of California Code of Civil Procedure section 382, California Civil Code section
2 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
3 any other applicable law, and constitutes the best notice practicable under the circumstances, by
4 providing individual notice to all Class Members who could be identified through reasonable effort,
5 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
6 other Class Members. The Notice fully satisfied the requirements of due process.

7 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
8 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
9 requirements for final approval of this class action settlement under California law, including the
10 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
11 3.769.

12 7. The Settlement Agreement is not an admission by Defendants, or by any other Released
13 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
14 by Defendants or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
15 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
16 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
17 by or against Defendants or any of the other Released Parties.

18 8. The Court finds that no Class Members have validly and timely opted out of the Class
19 Settlement and no Settlement Class Members have objected to the Class Settlement.

20 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
21 recognition of Plaintiffs' efforts on behalf of the Class, the Court hereby approves the payment from
22 the Gross Settlement Amount of Class Representative Enhancement Payments to Plaintiffs in the
23 amount of \$8,000.00 *each* to Gabriel Perez and Rigoel Garcia-Fuentes (for a total of \$16,000.00).

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
25 to Class Counsel in the sum of \$263,500.00 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$24,986.00. The attorneys' fees and reimbursement of litigation costs
27 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
28 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding

1 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
2 obtained for the Class.

3 11. The Court approves and orders payment from the Gross Settlement Amount in the
4 amount of \$5,990.00 to Apex Class Action LLC for performance of settlement administration services.

5 12. The Court approves and orders payment in the amount of \$22,750.00 to the California
6 Labor Workforce and Development Agency (“LWDA”) as 65% of the payment allocated toward
7 PAGA penalties.

8 13. It is hereby ordered that within fourteen (14) calendar days after the Effective Date,
9 Defendants will deposit the Gross Settlement Amount into an account established by the Settlement
10 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

11 14. It is hereby ordered that within fourteen (14) calendar days after Defendants fund the
12 Gross Settlement Amount, the Settlement Administrator will distribute the Individual Settlement
13 Payments to Participating Class Members, Individual PAGA Payments to PAGA Members,
14 Class Counsels Fees and Costs to Class Counsel, Class Representative Enhancement Payments to
15 Plaintiffs, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

16 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
17 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
18 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
19 distributed by the Settlement Administrator to Legal Aid at Work (“LAAW”) as the Cy Pres Recipient
20 in the name of the Class Member and/or PAGA Member.

21 16. Upon the Effective Date and full funding of the Gross Settlement Amount and all
22 applicable employer-side payroll taxes, Plaintiffs and all Participating Class Members shall fully,
23 finally, and forever release, settle, compromise, relinquish, and discharge the Released Parties of the
24 Released Class Claims.

25 17. Upon the Effective Date and full funding of the Gross Settlement Amount and all
26 applicable employer-side payroll taxes, the LWDA and the State of California, through Plaintiff Rigoel
27 Garcia-Fuentes as their agent and proxy, shall fully, finally, and forever release, settle, compromise,
28 relinquish, and discharge the Released Parties of the Released PAGA Claims.

1 18. Upon the Effective Date and full funding of the Gross Settlement Amount and all
2 applicable employer-side payroll taxes, Plaintiffs for each of themselves and their spouse(s), heirs and
3 assigns, fully and finally release the Released Parties from any and all charges, complaints, claims,
4 liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits,
5 rights, demands, costs, losses, debts, penalties and expenses of any nature and description whatsoever,
6 known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in
7 tort, contract, equity, or otherwise, arising out of Plaintiffs' employment with Defendants, payment of
8 wages during that employment and the cessation of that employment and/or violation of any federal,
9 state or local statute, rule, ordinance or regulation. Such claims include but are not limited to any and
10 all Released Class Claims and Released PAGA Claims and termination thereof, California Civil Code,
11 to include §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR § 11060; California Code of Civil
12 Procedure §1021.5; California common law of contract; 29 CFR §778.223; and 29 CFR §778.315;
13 federal common law and, to the extent permitted by law, the Employee Retirement Income Security
14 Act, 29 U.S.C. §§1001, et seq. (ERISA) §778.315; and federal common law. In addition, Plaintiffs'
15 General Release includes but is not limited to, all claims for lost wages and benefits, emotional
16 distress, retaliation, restitution, penalties, punitive damages, and attorneys' fees and costs (except those
17 provided by this Settlement Agreement) arising under federal, state, or local laws for discrimination,
18 harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42
19 U.S.C. §1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA),
20 the Age Discrimination in Employment Act (ADEA), and the California Fair Employment and
21 Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not
22 permitted by law. Plaintiffs' General Release includes all claims, whether known or unknown. Even
23 if Plaintiffs discover facts in addition to or different from those they now know or believe to be true
24 with respect to the subject matter of Plaintiffs' General Release, those claims will remain released and
25 forever barred to the extent allowed by law ("Plaintiffs' General Release"). Specifically, Plaintiffs
26 waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY

1 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
2 PARTY.

3 19. “Released Parties” means Defendants Kimberlite Corporation and Sonitrol Security,
4 Inc. as named by Plaintiffs in the operative complaint and any related entities, and their past, present
5 and/or future, officers, directors, members, investors.

6 20. This Court shall retain jurisdiction with respect to all matters related to the
7 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
8 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
9 Settlement and the determination of all controversies relating thereto.

10 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
11 posting a copy of this Order and Judgment on the Settlement Administrator’s website for a period of
12 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

13 22. A Compliance Hearing re: Final Accounting and Report is set for October 28, 2026 at
14 1:30 p.m. in Department 18 of this Court located at 1225 Fallon Street, Oakland, California 94612.
15 The Settlement Administrator shall file a Final Report 5 Court days before the Compliance Hearing.

16 23. Ten percent (10%) of the award of Class Counsel’s Fees shall be kept in the
17 Administrator’s trust fund until the completion of the distribution process and Court approval of a
18 final accounting.

19
20 **IT IS SO ORDERED.**

21 Dated: _____

Honorable Patrick McKinney

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On February 26, 2026, I served a copy of the following document(s):

• **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

on the interested parties as follows:

McPHARLIN SPRINKLES & THOMAS LLP

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Attorneys for Defendant
KIMBERLITE CORPORATION and SONITROL SECURITY, INC.

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address lbautista@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 26, 2026 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista