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9 and Rigoel Garcia-Fuentes

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

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

14 Plaintiff,

15 vs.

16  
17 KIMBERLITE CORPORATION;  
SONITROL SECURITY, INC.; and DOES 1  
18 through 25, inclusive,

19 Defendants.  
20  
21  
22

**FILED**  
Superior Court of California  
County of Alameda

03/30/2026

Clad Flake, Executive Officer / Clerk of the Court

By: *P. Drummer-Williams* Deputy  
P. Drummer-Williams

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



