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11 BOBBY S. MOSKE

ELECTRONICALLY FILED
Superior Court of California
County of Marin
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James M. Kim, Clerk of the Court
P. Okubo, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

BOBBY S. MOSKE, an individual, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

REDWOOD SECURITY SYSTEMS, INC., a
California Corporation, and DOES 1 TO 50,

Defendants.

CASE NO.: CV0003869

[Assigned to Honorable Mark A. Talamantes,
Courtroom L]

~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT

*[Notice, Memorandum of Points and
Authorities, Declarations of Matthew A.
Haulk, Jose M. Herrera, ILYM and Bobby S.
Moske and [Proposed] Final Judgment filed
concurrently herewith]*

Date: May 22, 2026

Time: 1:30 p.m.

Courtroom: L

Complaint Filed: September 4, 2024

Trial: None

1 Plaintiff's Motion for Final Approval of Class Action Settlement (the "Motion"),
2 concerning the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT (the
3 "Agreement"), came on for hearing on May 22, 2026, at 1:30 p.m., in Courtroom L of the above-
4 captioned Court, the Honorable Mark A. Talamantes presiding.

5 In conformity with California Rules of Court, rule 3.769, with due and adequate notice
6 having been given to Class Members (as defined in the Agreement), and having considered the
7 declaration of the Class Administrator, Settlement Agreement, all of the legal authorities and
8 documents submitted in support thereof, all papers filed and proceedings had herein, all oral and
9 written comments received regarding the Settlement Agreement, and having reviewed the record
10 in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Agreement
11 and makes the following findings, determinations, and orders:

12 1. All terms used in this order shall have the same meaning as used and/or defined
13 in the Agreement. A copy of the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT
14 is attached as Exhibit 1 to the Declaration of Matthew Haulk in Support of Plaintiff's Motion for
15 Preliminary Approval of Class Action Settlement as filed in this action on October 23, 2025.

16 2. The Court granted preliminary approval of the Settlement on March 5, 2026.

17 3. Plaintiff Bobby Moske is appointed the Class Representative.

18 4. Matthew A. Haulk and Jose M. Herrera of Haulk & Herrera LLP are appointed
19 Class Counsel. The Court finds Class Counsel is adequate, as they are experienced in wage and
20 hour class action litigation and have no conflicts of interest with absent Settlement Class
21 Members, and that they adequately represented the interests of absent class members in the
22 litigation.

23 5. The following persons are certified as Class Members solely for the purpose of
24 entering a settlement in this matter:

25 All persons employed by Defendant as non-exempt employees in the State
26 of California during the period defined as the four-year period beginning
27 on September 4, 2020, up to October 11, 2025.

28 6. The Court deems this definition sufficient for the purpose of California Rules of

1 Court, Rule 3.765(a) for the purpose of effectuating settlement.

2 7. The Court finds that an ascertainable class of 49 Class Members, of whom 49 are
3 Participating Class Members, exists and a well-defined community of interest exists on the
4 questions of law and fact involved in the context of the Settlement: (i) all related matters,
5 predominate over any individual questions; (ii) the claims of the Plaintiff are typical of claims of
6 the Class Members; and (iii) in negotiating, entering into and implementing the Settlement,
7 Plaintiff and Class Counsel have fairly and adequately represented and protected the interest of
8 the Class Members.

9 8. The Court finds that the Settlement Agreement has been reached as a result of
10 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
11 have conducted extensive investigation and research, and their attorneys were able to reasonably
12 evaluate their respective positions.

13 9. The Court finds that the terms of the Settlement are fair, reasonable, and adequate,
14 pursuant to California Code of Civil Procedure § 382. In granting final approval of the class
15 action settlement the Court has considered the factors identified in *Dunk v. Ford Motor Co.*,⁴⁸
16 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th
17 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006). After considering the
18 monetary recovery provided as part of the Settlement in light of the challenges posed by
19 continued litigation, the Court concludes that Class Counsel secured significant relief for Class
20 Members.

21 10. The Court hereby approves the terms set forth in the Agreement and finds that the
22 Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant with all
23 applicable requirements of the California Code of Civil Procedure, the California and United
24 States Constitutions, including the Due Process clauses, the California Rules of Court, and any
25 other applicable law, and in the best interests of each of the Parties and Class Members.

26 11. The court is satisfied that ILYM Group, Inc., the Settlement Administrator,
27 completed the distribution of Class Notice in a manner that comports with California Rules of
28 Court, Rule 3.776 and the Agreement. Class Notice informed the prospective Class Members of

1 the Settlement terms, their right to do nothing and receive their settlement share, their right to
2 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
3 right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of
4 the Settlement. Adequate periods of time to respond and to act were provided by each of these
5 procedures. Zero Class Member(s) filed written objections to the Settlement as part of this notice
6 process; zero Class Member(s) filed a written statement of intention to appear at the Final
7 Approval and Fairness Hearing; and zero Class Member(s) submitted a request for exclusion

8 12. The terms of the Agreement, including the Gross Settlement Amount of \$150,000
9 and the allocation for determining Individual Class Payments, are fair, adequate, and reasonable
10 to the Class and to each Class Member, and the Court grants final approval of the Settlement set
11 forth in the Agreement, subject to this Order.

12 13. The Court further approves the following distribution from the Gross Settlement
13 Amount, which fall within the ranges stipulated by and through the Agreement:

14 a. The amount of \$4,350 designated for payment to the Settlement
15 Administrator is fair and reasonable. The Court grants final approval of it and orders the Parties
16 to make the payment to the Settlement Administrator in accordance with the Agreement.

17 b. The amount requested by Plaintiff and Class Counsel for Class Counsel's
18 attorneys' fees, representing thirty-five percent of the Gross Settlement Amount or \$52,500 is
19 fair and reasonable in light of the benefit obtained for the Class. Class Counsel's fee request for
20 \$52,500 is supported by its lodestar cross-check, and the court finds that Class Counsel's time
21 spent and hourly rates are fair and reasonable. The Court grants final approval of Class Counsel's
22 fee request in the amount of \$52,500 and orders payment of this amount to be made in accordance
23 with the Agreement.

24 c. The Court awards Class Counsel \$17,178.92 in litigation costs, which is
25 an amount which the Court finds to be reflective of the actual and reasonable costs incurred. The
26 Court grants Class Counsel's litigation expenses payment and orders payment of this amount to
27 be made in accordance with the Agreement

28 d. The \$10,000 class representative enhancement payment requested by

1 Plaintiff is fair and reasonable. The Court grants final approval of the payment and orders the
2 payment be made in accordance with the Agreement.

3 e. The Court approves of the \$15,000 allocation assigned for claims under
4 the Labor Code Private Attorneys General Act of 2004, and orders 65% thereof (*i.e.*, \$9,750) to
5 be paid to the California Labor and Workforce Development Agency in accordance with the
6 terms of the Agreement. The remainder (\$5,250) is to be paid to the Aggrieved Employees per
7 the Agreement.

8 f. The Court approves the payment of employer-side payroll taxes
9 attributable to the wage portion of the Individual Class Payments. Such taxes shall be paid from
10 the Gross Settlement Amount (as specified in the Agreement).

11 14. The Court orders the Parties to comply with and carry out all terms and provisions
12 of the Agreement, to the extent that the terms thereunder do not contradict with this order, in
13 which case the provisions of this order shall take precedence and supersede the Agreement.

14 15. All Participating Class Members shall be bound by the Settlement and this Order,
15 including the release of claims as set forth in the Settlement Agreement. Per the Settlement, the
16 release of claims by any participating Class Member will be effective on the date when
17 Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes
18 owed on the Wage Portion of the Individual Class Payments. In addition, the State of California
19 and the Aggrieved Employees are bound by the Settlement and release of PAGA claims set forth
20 in this Order.

21 16. The Court shall retain jurisdiction to construe, interpret, implement, and enforce
22 the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and
23 to supervise and adjudicate any dispute arising from or in connection with the distribution of
24 settlement benefit.

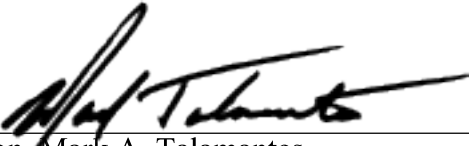
25 17. It shall not be necessary to send notice of entry of this Order or the Judgment to
26 individual Class Members. However, this Order and the Judgment shall be posted on Settlement
27 Administrator's website as indicated in the Class Notice.

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1 18. The Court has set a non-appearance case review concerning disposition of the
2 settlement proceeds for ~~1000~~ and orders Plaintiff's Counsel to file a
3 declaration of counsel or the Settlement Administrator no later than ~~10/10~~
4 concerning the disposition of proceeds.

5 **IT IS SO ORDERED.**

6 DATED: 05/26/2026

By: 
Hon. Mark A. Talamantes
Judge of the Superior Court

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