

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
CENTRAL**

MINUTE ORDER

DATE: 05/08/2026

TIME: 9:10 AM

DEPT: C-62

JUDICIAL OFFICER: JUDY S. BAE

CLERK: S. Christensen

REPORTER/ERM: Not Reported

BAILIFF/COURT ATTENDANT:

CASE NO: **37-2022-00025793-CU-OE-CTL** CASE INIT.DATE: 06/30/2022

CASE TITLE: **GOMEZ vs RD ENGINEERING & CONSTRUCTION INC [EFILE]**

CASE CATEGORY: Civil CASE TYPE: (U)Other Employment

HEARING TYPE: Motion Hearing

MOVING PARTY:

APPEARANCES

Dawn Berry, Attorney for Plaintiff(s), present in person.

Hearing on Plaintiffs Ramon Gomez and Brock Loucks's unopposed Motion for Final Approval of Class Action and PAGA Settlement

Appearances as noted above, there is no appearance by the defendants.

Plaintiff reports that defense submits on the tentative ruling. Plaintiff submit(s) on the Court's tentative ruling.

The Court modifies the tentative ruling as follows:

Plaintiffs Ramon Gomez and Brock Loucks's unopposed Motion for Final Approval of Class Action and PAGA Settlement is **GRANTED**.

The Court finds the \$650,000.00 non-reversionary class settlement is "fair, adequate, and reasonable." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

The class consists of 212 class members. Of the notices sent, only eight remain undeliverable. The reasonableness of the settlement is further demonstrated by the fact that there is no opposition, no objections, no workweek disputes, and no requests for exclusion. (ROA 105, Shim Decl., at ¶¶ 5-13.)

Plaintiffs request \$227,500.00 in attorneys' fees, which is 35% of the gross settlement amount. A percentage method may be used to calculate a reasonable fee in a common fund case such as this. (*Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 503.) Although the Court is generally not

inclined to award attorneys' fees above one-third (33.33%) of the gross settlement amount, the reasonableness of the fees request is confirmed when double checked against the lodestar, which results in a negative 0.49 multiplier. (*Id.* at p. 504 [courts may, but are not required to, double check the reasonableness of a percentage fee through a lodestar calculation]; ROA 102, Cordero Decl., at ¶¶ 49-61 [Plaintiffs' Counsel collectively spent a total of 668.10 hours in this case over four years and incurred a total lodestar of \$463,886.00].) Plaintiffs' Counsel obtained a good result on behalf of the Class (including an average \$1,702.83 class payment), and no class members have opposed or requested exclusion from the settlement. Plaintiffs' Counsel bore the entire risk and cost of litigation on a contingency basis. Accordingly, Plaintiffs' request for \$227,500.00 in attorneys' fees is granted.

The Settlement Agreement provides for litigation expenses up to \$16,000.00. Plaintiffs incurred litigation expenses in the amount of \$14,469.67. (ROA 102, Cordero Decl., at ¶¶ 62-68 and Ex. 1.) The requested \$14,469.67 figure is less than the maximum authorized in the Settlement Agreement and is approved. Under the Settlement Agreement, if the Court approves litigation costs less than the amount requested, the administrator will allocate the remainder to the net settlement amount. (ROA 82, Cordero Decl., at Ex. 1 [Settlement Agreement], p. 6, ¶ 3.2.2.)

The \$5,500.00 in settlement administration costs for services provided by Apex Class Action, LLC is authorized in the Settlement Agreement and is approved. (Shim Decl., at ¶ 18.)

Incentive payments to class representatives "must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit." (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1395.) The court must also consider the "risk to the class representative in commencing suit" and any "notoriety and personal difficulties" he or she encounters as a result of the litigation. (*Id.* at p. 1394.) Here, Plaintiffs dedicated considerable time and effort (approximately 75 hours by Plaintiff Gomez and approximately 40-50 hours by Plaintiff Loucks) assisting with the prosecution of the action. (ROA 103, Gomez Decl., at ¶ 24; ROA 104, Loucks Decl., at ¶ 22.) Additionally, under the Settlement Agreement, each Plaintiff has separately agreed to a general release of their respective claims. (Gomez Decl., at ¶ 27; Loucks Decl., at ¶ 25; Settlement Agreement, at pp. 9-10, ¶ 5.3.) The \$10,000.00 service awards to each Plaintiff are reasonable and appropriate to compensate Plaintiffs for their efforts.

The Court assessed *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538 and finds the released claims appear to be appropriately tethered to the operative complaint's factual allegations and do not extend beyond the scope of its allegations. (*Ibid.*)

The Court also finds the PAGA portion of the settlement in the amount of \$20,000.00 is also "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) Plaintiffs also provided the LWDA with notice of the settlement and motion for preliminary approval.

Based on the foregoing, the motion for final approval is **GRANTED**.

The Court sets a Final Accounting Hearing for **March 19, 2027, at 9:10 a.m.** in Department 62 to confirm the completion of the settlement process.

The Court will reviewed and signed the proposed order (ROA 106) at the hearing, with handwritten interlineations to paragraph 23 to 1) indicate the Court has set a Final Accounting Hearing instead of a

“compliance hearing”; 2) include the date and time for the Final Accounting Hearing set forth above; 3) modify the last sentence to read: “Counsel is required to appear at the Final Accounting Hearing unless otherwise noted by the Court.” That order will be the Court’s final order on the motion.

Plaintiff is ordered to serve notice of ruling on the defendants.

Judy S. Bae

Judge Judy S. Bae