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FILED
San Diego Superior Court

MAY 08 2026

By: S. Christensen, Deputy

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO**

10 RAMON GOMEZ and BROCK LOUCKS, on
behalf of themselves and other similarly situated
11 employees in the State of California,

12 Plaintiffs,

13 v.

14 RD ENGINEERING & CONSTRUCTION,
INC.; ROBERT DAVISON, JR., an individual;
15 and DOES 1 through 50, inclusive,

16 Defendants.

Case No.: 37-2022-00025793-CU-OE-CTL

[Assigned for All Purposes to the Hon. Judy S. Bae,
Dept. C-62]

CLASS AND PAGA ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND REQUEST FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE SERVICE AWARDS;
JUDGMENT**

[IMAGED FILE]

Date: May 8, 2026
Time: 9:10 a.m.
Judge: Hon. Judy S. Bae
Dept: C-62

[Filed concurrently with the Notice of Motion,
Memorandum of Points and Authorities, and
Declarations of Vilmarie Cordero, Ramon Gomez,
Brock Loucks, and Stacey Shim]

Complaint Filed: June 30, 2022
Trial Date: None set

1 This matter came before the Honorable Judy S. Bae in Department C-62 of the Superior Court of
2 the State of California, in and for the County of San Diego, on May 8, 2026, at 9:10 a.m. on Plaintiffs
3 Ramon Gomez and Brock Loucks' ("Plaintiffs") Motion for Final Approval of Class Action and PAGA
4 Settlement and Request for Attorneys' Fees, Costs, and Class Representative Service Awards ("Motion
5 for Final Approval") pursuant to California Rules of Court, rule 3.769, and Labor Code section 2698 et
6 seq.

7 On November 7, 2025, the Court granted Plaintiffs' Motion for Preliminary Approval of Class
8 Action and PAGA Settlement and entered an Order in accordance therewith.

9 Having duly considered all papers, evidence, and oral arguments in this matter to date, including
10 Plaintiffs' Motion for Final Approval and good cause appearing, the Court hereby **ORDERS AS**
11 **FOLLOWS:**

12 1. This Order shall incorporate the parties' Class Action and PAGA Settlement Agreement
13 ("Settlement Agreement") and to the extent that the terms are defined in the Settlement Agreement, all
14 defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

15 2. This Court has jurisdiction over the claims asserted in this Action and personal jurisdiction
16 over Plaintiffs, Defendants, the Class Members, and the Aggrieved Employees (collectively, "Settlement
17 Class Members"), as defined in the Settlement Agreement.

18 3. The Court finds that the applicable requirements of the California Code of Civil Procedure
19 section 382 and California Rule of Court 3.769, have been satisfied with respect to the Settlement Class
20 Members and the Settlement. The Court makes final its earlier provisional certification of the following
21 Settlement Class and Subclass for the purpose of settlement only:

22 All current and former non-exempt employees of Defendants R.D.
23 Engineering & Construction, Inc. and Robert Davison, Jr. who were
24 employed by Defendants in the state of California at any time between
25 April 1, 2018 and the date of preliminary approval.

26 Travel Time Subclass: All Class Members who worked out of Defendants'
27 San Luis Obispo and/or Los Angeles facilities at any time between
28 April 1, 2018 and the date of preliminary approval.

4. The Court also confirms the following appointments: Plaintiffs Ramon Gomez and Brock
Loucks as the Class Representatives; ARCH Legal, P.C. as Class Counsel; and Apex Class Action, LLC

1 as the Administrator.

2 5. The Court finds that the Court Approved Notice of Class Action Settlement that was
3 approved on November 7, 2025 and transmitted to the Settlement Class Members fully and accurately
4 informed the Settlement Class Members of all material elements of the Settlement, including their
5 opportunity to request exclusion from the Settlement or object to the Settlement (notwithstanding the
6 PAGA portion of the Settlement), was the best notice practicable under the circumstance; was valid, due,
7 and sufficient notice to all Settlement Class Members; and complied fully with the law of the state of
8 California, the United States Constitution, due process, rule 3.766 of the of the California Rules of Court,
9 and all other applicable laws.

10 6. Based on the Declaration of Stacey Shim on Behalf of Apex Class Action, LLC, in Support
11 of Motion for Final Approval of Class Action and PAGA Settlement filed concurrently with Plaintiffs'
12 Motion for Final Approval, the Court finds that no Settlement Class Members have submitted a valid
13 request for exclusion or objected to the Settlement.

14 7. In accordance with California law, the Court hereby GRANTS final approval of the
15 Settlement and finds it fair, reasonable, and adequate, and in the best interest of the Settlement Class
16 Members as a whole. Specifically, the Court finds that the Settlement is the result of serious, informed,
17 adversarial, and arm's-length negotiations between the parties and that the terms of the Settlement are, in
18 all respects, fair, adequate, and reasonable. In so finding, the Court has considered all the evidence
19 presented, including evidence regarding the strength of Plaintiffs' case; risk, expense, and complexity of
20 claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent
21 of investigation and discovery completed; and the experience and views of Class Counsel. The Court
22 ORDERS and directs that the Settlement be effectuated in accordance with the Settlement Agreement and
23 the following terms and conditions.

24 8. The Court finds that a full opportunity has been afforded to the Settlement Class Members
25 to participate in the hearing on Plaintiffs' Motion for Final Approval. The Settlement Class Members have
26 had a full and fair opportunity to exclude themselves from the Settlement. Therefore, the Court ORDERS
27 that, pursuant to the Settlement Agreement, and as of the Effective Date, and except as to the right to
28 enforce the terms and conditions of the Agreement, each Participating Class Member will release the

Released Parties of all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that were or could have been pleaded under local, state or federal law arising out of or reasonably related to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint, including but not limited to claims for (1) failure to provide legally compliant meal periods in violation of Labor Code §§ 226.7, 512, 1198, and IWC Wage Order No. 16-2001; (2) failure to provide legally compliant rest periods in violation of Labor Code §§ 226.7, 1198, and IWC Wage Order No. 16-2001; (3) failure to provide recovery periods in violation of Labor Code § 226.7 and California Code of Regulations, Title 8, section 3395(d); (4) failure to timely pay minimum, regular, and overtime wages in violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1198, 1199, and IWC Wage Order No. 16-2001; (5) failure to reimburse necessary business expenses in violation of Labor Code § 2802; (6) illegal deduction of wages in violation of Labor Code §§ 221, 222, 223, and 224; (7) failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226 and 1198; (8) failure to timely pay all wages owed upon separation of employment in violation of Labor Code §§ 201, 202, and 203; and (9) violation of Business and Professions Code § 17200 based solely on the facts alleged in the Operative Complaint.

9. The Court further ORDERS that, pursuant to the Settlement Agreement, and as of the Effective Date, each Aggrieved Employee will release the Released Parties of all claims pursuant to the PAGA arising out of or reasonably related to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint and/or the LWDA Notices dated April 25, 2022, January 27, 2023 and April 19, 2024, including PAGA claims for (1) failure to provide legally compliant meal periods in violation of Labor Code §§ 226.7, 512, 1198, and IWC Wage Order No. 16-2001; (2) failure to provide legally compliant rest periods in violation of Labor Code §§ 226.7, 1198, and IWC Wage Order No. 16-2001; (3) failure to provide recovery periods in violation of Labor Code § 226.7 and California Code of Regulations, Title 8, section 3395(d); (4) failure to timely pay minimum, regular, and overtime wages in violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1198, 1199, and IWC Wage Order No. 16-2001; (5) failure to reimburse necessary business expenses in violation of Labor Code § 2802; (6) illegal deduction of wages in violation of Labor Code §§ 221, 222, 223, and 224; (7) failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226 and 1198;

1 and (8) failure to timely pay all wages owed upon separation of employment in violation of Labor Code
2 §§ 201, 202, and 203.

3 10. It is ORDERED that Settlement Class Members shall be prohibited and permanently
4 enjoined from pursuing in any fashion the Released Class Claims and Released PAGA Claims against the
5 Released Parties.

6 11. Defendants are ORDERED to fund the Gross Settlement Amount of \$650,000. Defendants
7 are further ORDERED to deposit the Gross Settlement Amount, plus the employer's share of payroll
8 taxes, into a Qualified Settlement Amount with the Administrator in two installments as follows: (1) the
9 first installment in the amount of \$325,000 shall be deposited with the Administrator within 180 days of
10 the Preliminary Approval Date; and (2) the second installment in the amount of \$325,000 shall be
11 deposited with the Administrator within 270 days of the Preliminary Approval Date.

12 12. The Administrator, Apex Class Action, LLC, is ORDERED to distribute the Gross
13 Settlement Amount in accordance with the Settlement Agreement.

14 13. In accordance with Labor Code section 2699(1)(2), the Court has reviewed the Settlement
15 Agreement as it relates to the allocation of civil penalties under the PAGA. The Court finds that the PAGA
16 Penalties payment of \$20,000 for claims under PAGA is fair, reasonable, and appropriate. The Court
17 GRANTS approval of the PAGA Penalties payment in the amount of \$20,000 towards claims under
18 PAGA.

19 14. The Court ORDERS that \$15,000 (75-percent of \$20,000) be allocated to the LWDA
20 PAGA Payment, and paid to the California Labor and Workforce Development Agency ("LWDA"), as
21 required by statute.

22 15. The Court ORDERS that \$5,000 (25-percent of \$20,000) be allocated to the Net Settlement
23 Amount for distribution to Aggrieved Employees who worked during the PAGA Period, as defined by the
24 Settlement Agreement.

25 16. The Court finds that the requested Class Representative Service Awards of \$10,000 to each
26 named Plaintiff, Ramon Gomez and Brock Loucks, are fair and reasonable for the work performed and
27 the risks associated with bringing this Action. The Court awards and thus ORDERS that the Administrator
28 issue a Class Representative Service Award to Plaintiffs Ramon Gomez and Brock Loucks in the amount

1 of \$10,000 each. The Class Representative Service Awards are in addition to any payment Plaintiffs are
2 entitled to under the Settlement.

3 17. The Court finds that Class Counsel's request for attorneys' fees in the amount of \$227,500
4 of the Gross Settlement Amount, falls within the range of reasonableness and the result achieved justifies
5 the award sought. The Court awards and therefore ORDERS that the Administrator issue attorneys' fees
6 in the amount of \$227,500 to ARCH Legal, P.C.

7 18. The Court finds that Class Counsel's request for actual and documented litigation costs
8 incurred in the amount of \$14,469.67 falls within the range of reasonableness and the result achieved
9 justifies the award sought. The Court awards and ORDERS that the Administrator issue payment for actual
10 and documented litigation costs incurred in the amount of \$14,469.67 to ARCH Legal, P.C.

11 19. The court finds that the request for Administration Expenses Payment in the amount of
12 \$5,500 is fair, reasonable, and appropriate. The Court awards and thus ORDERS that the Administrator
13 issue payment for Administration Expenses Payment to Apex Class Action, LLC in the amount of \$5,500.

14 20. The Court ORDERS that the Net Settlement Amount, estimated to be \$367,530.33,
15 including the \$5,000 allocated to Aggrieved Employees, be issued to the Settlement Class Members and
16 Aggrieved Employees on a pro rata basis, in accordance with the Settlement Agreement.

17 21. Plaintiffs' Motion for Final Approval is GRANTED.

18 22. Pursuant to Rule 3.769, subdivision (h), of the California Rules of Court, this Court retains
19 exclusive and continuing jurisdiction over this action and the parties for the purpose of: (a) supervision
20 the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and the
21 Order of Final Approval and Judgment; and (b) supervision distribution of amounts paid under this
22 Settlement.

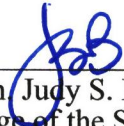
23 23. The Court sets a compliance hearing regarding the distribution of amounts paid under this
24 Gross Settlement Amount for 3/19/2027 at 9:10 a.m./p.m. in Department C-62 of the San
25 Diego County Superior Court. At least 15 days prior the hearing, Class Counsel and the Administrator
26 shall submit a summary accounting of the Net Settlement Amount identifying distributions made as
27 ordered herein, the number and value of any uncashed checks, the statues of the redistributed funds, the
28 status of any unresolved issues, and any other matters appropriate to bring to the Court's attention. Counsel

Final Accounting

is ~~not~~ required to appear at the settlement compliance hearing, unless otherwise noted by the Court.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

Dated: 5/8/2026


Hon Judy S. Bae
Judge of the Superior Court

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