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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANABEL GOMEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ARROYO DEVELOPMENTAL SERVICES,
a California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 25STCV00600

*[Assigned for all purposes to the Hon. David S.
Cunningham III, Dept. SSC-11]*

**PLAINTIFF'S SUPPLEMENTAL BRIEF IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 29, 2026
Time: 11:00 a.m.
Dept.: SSC-11

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiff Anabel Gomez (“Plaintiff”), individually and on behalf of a class of similarly situated
3 individuals, hereby submits this Supplemental Brief in Support of Plaintiff’s Motion for Preliminary
4 Approval of Class Action and PAGA Settlement (the “Motion”).

5 **I. PROCEDURAL HISTORY**

6 Plaintiff filed her Motion for Preliminary Approval of Class Action Settlement on October 16,
7 2025, setting it for hearing on May 5, 2026.

8 On May 5, 2026, the Court held the hearing and issued its ruling identifying issues for the Parties
9 to address in supplemental briefing. Consistent therewith, Plaintiff hereby submits the instant
10 supplemental brief (and accompanying declaration) to address the issues identified by the Court in the
11 same order identified in the tentative ruling.

12 A true and correct copy of the Amended Class Action and PAGA Settlement Agreement and
13 Class Notice with changes in redline is attached to the supplemental declaration of Scott M. Lidman
14 (“Supp. Lidman Decl.”), as **Exhibit A**.

15 A true and correct copy of the Amended Class Action and PAGA Settlement Agreement and
16 Class Notice with all redlines accepted and executed by the Parties is attached to Supp. Lidman Decl.,
as **Exhibit B**.

17 A true and correct copy of the revised Class Notice with changes in redline is attached to Supp.
18 Lidman Decl., as **Exhibit C**.

19 A true and correct copy of the revised Class Notice with all redlines accepts is attached to Supp.
20 Lidman Decl., as **Exhibit D**.

21 **II. ISSUE IDENTIFIED IN THE COURT’S TENTATIVE RULING**

22 **1. Payment Plan Declaration**

23 The Court states, “Defendant to provide a declaration evidencing the need for a payment plan.”
24 Defendant represented during the hearing and subsequently confirmed that Defendant will pay
25 the Gross Settlement Amount in one lump sum payment. Please see **Exhibits A & B**.

26 **2. Scope of the Release**

27 The Court states,

28 Scope of the Release: the releases in ¶¶5.2 and 5.3 are overbroad:

1 a. Class Members should only release claims which were alleged in the
2 Operative Complaint AND ascertained in the Course of the Action, not OR.
3 Revise ¶5.2 accordingly.

4 b. Aggrieved Employees should only release claims which were alleged
5 in the Operative Complaint AND the PAGA Notice AND ascertained in the
6 Course of the Action, not OR. Revise ¶5.3 accordingly.

7 c. Aggrieved Employees should only release claims for penalties, not
8 any of the underlying wage and hour causes of action. Currently 5.3 is
9 worded so that the “claims released include, without limitation: (1) failure
10 to pay minimum wages....”; however, ¶5.3 needs to be revised to make it
11 clear that the “claims for penalties released include, without limitation: (1)
12 failure to pay minimum wages....” Revise ¶5.3 accordingly.

13 The Parties have revised the release language in sections 5.2 and 5.3 as outlined by the Court.
14 Additionally, the Parties have mirrored the revised release language in the class notice. Please see
15 **Exhibits A -D.**

16 3. Escalator Clause

17 The Court states, “The escalator clause at Settlement Agreement ¶8 provides Defendant with the
18 option to “elect to shorten the Class Period, PAGA Period, and release periods to end on the date on
19 which the aggregate workweeks is closest to, without exceeding, 20,374 Workweeks worked by the
20 Class Members.” (¶8) However, the parties must resolve any uncertainty regarding the Class and PAGA
21 Period end dates prior to preliminary approval being granted and notice being distributed. Based on
22 current records, the parties and the administrator must review and verify the workweek total and confirm
23 the end dates of the Class and PAGA Periods, revise the Class and PAGA Period definitions if needed,
24 and remove the period-shortening option from the escalator clause.”

25 On June 12, 2026, the proposed settlement administrator, Phoenix Settlement Administrators,
26 confirmed that the settlement class members worked a total of 21,347 workweeks during the Class
27 Period. Therefore, the escalator clause is not triggered. Further, the end dates for the Class and PAGA
28

1 Periods remain September 20, 2025. The Parties have reflected this end date in both the settlement
2 agreement and class notice. Please see **Exhibits A -D**.

3 **Revised Class Notice**

4 **4. Revised to Be Consistent**

5 The Court states, “Ensure that the notice is modified to match any alterations to the Settlement
6 Agreement.”

7 The Parties have mirrored the changes made in the Amended Settlement Agreement in the Class
8 Notice. Please see **Exhibits C & D**.

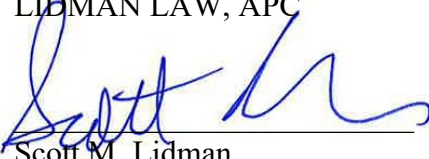
9 **CONCLUSION**

10 For the foregoing reasons and the reasons discussed in Plaintiff’s Motion, Plaintiff respectfully
11 requests that the Court preliminarily approve the proposed Amended Class Action and PAGA
12 Settlement Agreement and Class Notice, provisionally certify the Settlement Class, and enter the
13 Amended Proposed Order Granting Preliminary Approval of Class Action Settlement.

14
15 Dated: June 26, 2026

Respectfully submitted,
LIDMAN LAW, APC

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17 By:


Scott M. Lidman
Attorneys for Plaintiff
ANABEL GOMEZ