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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

ANA GONZALEZ, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

v.

PLANNED COMPANIES, an unknown
business entity; PLANNED LIFESTYLE
SERVICES, LLC, an unknown business
entity; PLANNED LIFESTYLE
SERVICES, INC., a New Jersey
corporation; PLANNED BUILDING
SERVICES, INC., a New Jersey
corporation; PLANNED BUILDING
SERVICES, LLC, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

CLAUDIA PALACIOS, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act,

Plaintiff,

v.

PLANNED COMPANIES, an unknown
business entity; PLANNED LIFESTYLE
SERVICES, LLC, an unknown business
entity; PLANNED LIFESTYLE
SERVICES, INC., a New Jersey

Case No.: CJC-23-005283

Honorable Jeffrey S. Ross
Department 606

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEES, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, General Release Fees,
and Settlement Administration Costs; Declaration of
Plaintiffs' Counsel (Travis J. Maher); and
Declaration of Plaintiffs (Ana Gonzalez and Claudia
Palacios) filed concurrently herewith]

Date: March 27, 2025
Time: 10:00 a.m.
Department: 606

1 corporation; PLANNED BUILDING
2 SERVICES, INC., a New Jersey
3 corporation; PLANNED BUILDING
4 SERVICES, LLC, an unknown business
5 entity; PLANNED SECURITY SERVICES,
6 INC., an unknown business entity; and DOES
7 1 through 100, inclusive,
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9 Defendants.
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1 This matter has come before the Honorable Jeffrey S. Ross in Department 606 of the Superior Court
2 of the State of California, for the County of San Francisco, on March 27, 2025 at 10:00 a.m., on Plaintiff
3 Ana Gonzalez (“Plaintiff Gonzalez”) and Plaintiff Claudia Palacios’ (“Plaintiff Palacios”) (together,
4 “Plaintiffs”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*)
5 Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fees, and Settlement
6 Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared for
7 Plaintiffs and Fox Rothschild LLP appeared for Planned Building Services, Inc. (“Defendant”).

8 On or around January 21, 2025, Plaintiffs and Defendant (together, the “Parties”) executed the
9 Settlement Agreement of Representative Actions under the California Labor Code Private Attorneys
10 General Act (“Settlement,” “Settlement Agreement,” or “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiffs’ Counsel Travis J. Maher and Plaintiffs Ana Gonzalez and Claudia Palacios, and
13 (3) the Settlement Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the
21 Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned
22 action was filed prior to June 19, 2024.

23 4. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
25 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
26 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
27 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
28 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (“Action”).

4 6. The Settlement pertains to the following aggrieved employees:

5 All current and former hourly-paid or non-exempt employees who worked for Defendant in the
6 State of California during the PAGA Period (“Aggrieved Employees”).

7 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
8 negotiations.

9 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Gross Settlement Amount (\$425,000.00) less the approved Attorneys’ Fees and Costs
13 to Lawyers *for* Justice, PC (“Plaintiffs’ Counsel”), General Release Fees to Plaintiffs, and Settlement
14 Administration Costs to ILYM Group, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent
15 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
16 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
17 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

18 9. The Court has considered the Settlement, and the monetary allocations provided thereby, and
19 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
20 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
21 with, this Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$148,750.00 to Plaintiffs’ Counsel for attorneys’ fees.
23 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this
24 Order and Judgment and the Settlement Agreement.

25 11. The Court approves the payment of \$11,738.96 to Lawyers *for* Justice, PC for reimbursement
26 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement
27 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

28 12. The Court approves payment in the amount of \$10,000.00 to Plaintiff Ana Gonzalez for her
General Release Fee, as well as payment in the amount of \$10,000.00 to Plaintiff Claudia Palacios for her

General Release Fee. These amounts shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves payment up to the amount of \$6,950.00 to ILYM Group, Inc. for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

14. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual Settlement Share”).

16. No later than twenty-one (21) calendar days after the Settlement Effective Date, Defendant shall provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with this Order and Judgment and the Settlement Agreement.

17. Subject to the Court’s order granting approval of the Settlement, payment shall be made by Defendant transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fifteen (15) calendar days of the Settlement Effective Date. If the payment due date falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

18. No later than seven (7) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks to all Aggrieved Employees and distribute the LWDA Payment to the LWDA, General Release Fees to Plaintiffs, and the Attorneys’ Fees and Costs to Plaintiffs’ Counsel, unless instructed otherwise by Plaintiffs’ Counsel, as provided for by this Order and Judgment and the Settlement Agreement. The Settlement Administrator will issue a payment to

1 itself for Court-approved services performed in connection with the Settlement on the twenty-eighth (28th)
2 day after the Settlement Effective Date.

3 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
4 and negotiable for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Funds
5 associated with such cancelled checks shall be transmitted to the State Controller's Office Unclaimed
6 Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or his
7 respective Individual Settlement Share(s).

8 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
9 the entry of this Order and Judgment and full funding of the Gross Settlement Amount, and except as to the
10 rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with
11 respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever
12 discharged Released Parties, to the fullest extent permitted by law, of and from the Action and from the
13 Released Claims.

14 21. "Released Parties" means Defendant and each of its respective past, present and future
15 agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders,
16 stockholders, attorneys, parents, subsidiaries, fictitious business names, equity sponsors, related
17 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers,
18 consultants, joint venturers, any actual or alleged joint employers, affiliates, alter-egos, representatives, and
19 affiliated organizations, and all of its respective past, present and future employees, directors, officers,
20 agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, successors, and assigns.

21 22. "Released Claims" means any and all claims that are asserted in the factual allegations and
22 legal assertions made in the Actions under PAGA (Labor Code section 2698, et seq.) including all claims
23 and causes of action that could have been asserted in the Actions based on the factual allegations and legal
24 assertions alleged up through and specifically including the entire Settlement Period, under PAGA, whether
25 or not specifically delineated as a claim or cause of action in the Actions ("PAGA Released Claims"). The
26 PAGA Released Claims include, but are not limited to, those (a) alleged in any of Plaintiffs' notices provided
27 to the LWDA, the Operative Complaint in the Action, and any amended complaint in the Action, including
28 claims that arise out of the claims and facts alleged in the Actions under PAGA, (b) any claims under PAGA

1 which could have reasonably been asserted under PAGA in the Actions arising from the alleged facts and/or
2 primary rights alleged to have been invaded, and (c) any other claims under PAGA to the extent that they
3 that are premised upon or arise out of PAGA Released Claims for failure to pay all wages due, failure to
4 provide minimum wages or pay for all hours worked, failure to pay overtime compensation, failure to
5 provide meal and/or rest periods, failure to pay proper meal or rest period penalties, failure to keep accurate
6 time records, failure to provide and maintain accurate itemized wage statements, failure to keep accurate
7 employee payroll records, failure to timely pay wages due during or at separation of employment, failure to
8 reimburse all business-related expenses, failure to provide paid sick leave, and claims reasonably relating
9 to the alleged violations of California Labor Code sections 201-204, 226(a), 226.7, 510, 512, 551, 552,
10 1174, 1194, 1197, 1197.1, 1198, 2800, 2802 and 2810.5, against the Released Parties; (d) to the extent that
11 they are premised upon or arise out of the PAGA Released Claims, Labor Code section 558. The release
12 extends to all remedies under the PAGA for any of the PAGA Released Claims

13 23. "PAGA Period" means the period from October 4, 2021 through the date of approval of the
14 settlement by the Court.

15 24. No individualized notice of this Order and Judgment is required to be provided to the
16 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
17 established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).
18

19 Date: _____

Honorable Jeffrey R. Ross
Judge of the San Francisco Superior Court

EXHIBIT A

NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTIONS

Ana Yancy Gonzalez v. Planned Companies, et al.

Superior Court for the State of California, County of San Francisco Case No. CGC22603352

Claudia Palacios v. Planned Companies, et al.

Superior Court for the State of California, County of San Francisco Case No. CGC23607548

Eligible Employee

Address

Address

You are receiving this notice in connection with a Court-approved settlement (the “Settlement”) in the lawsuits entitled Ana Yancy Gonzalez v. Planned Companies, et al., San Francisco County Superior Court for the State of California, Case Number CGC22603352 (the “Gonzalez Action”), brought on a representative basis under the Labor Code Private Attorneys’ General Act of 2004 codified at California Labor Code section 2698, et seq. (“PAGA”) and Claudia Palacios v. Planned Companies, et al., San Francisco County Superior Court for the State of California, Case Number CGC23607548 (the “Palacios Action” and together with the Gonzalez Action, the “Actions”), brought on a representative basis under the Labor Code Private Attorneys’ General Act of 2004 codified at California Labor Code section 2698, et seq. (“PAGA”). The plaintiffs in the lawsuit are Ana Yancy Gonzalez (“Plaintiff Gonzalez”) and Claudia Palacios (“Plaintiff Palacios”) and the defendant is Planned Building Services, Inc. (“Defendant”). The Settlement provides for recovery of civil penalties for alleged violations of the California Labor Code on behalf of all hourly-paid, non-exempt employees who were employed by Defendant in the State of California (“Eligible Employees”) between October 4, 2021, through [Approval Date], 2024 (the “PAGA Period”). The PAGA statute provides that 75% of any recovery pursuant to the Settlement be paid to the State of California and 25% of any recovery be paid to the “aggrieved employee” group, which in this case is the group of Eligible Employees.

Defendant denies all claims and allegations in the Action, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action. By settling the lawsuit, Defendant is not admitting that it has done anything wrong.

The Settlement resolves any and all claims that were asserted in the factual allegations and legal assertions made in the Actions under PAGA, including all claims and causes of action for civil penalties that could have been asserted in the Actions based on the factual allegations and legal assertions alleged up through and specifically including the entire PAGA Period, under PAGA, whether or not specifically delineated as a claim or cause of action in the Actions. The released PAGA claims include but are not limited to those (a) alleged in any of Plaintiffs’ notices provided to the LWDA, the operative complaint in the Actions, and any amended complaint in the Actions, including claims that arise out of the claims and facts alleged in the Actions under PAGA, (b) any claims under PAGA which could have reasonably

1 been asserted under PAGA in the Actions arising from the alleged facts and/or primary rights alleged
2 to have been invaded, and (c) any other claims under PAGA to the extent that they that are premised
3 upon or arise out of PAGA Released Claims for failure to pay all wages due, failure to provide
4 minimum wages or pay for all hours worked, failure to pay overtime compensation, failure to provide
5 meal and/or rest periods, failure to pay proper meal or rest period penalties, failure to keep accurate
6 time records, failure to provide and maintain accurate itemized wage statements, failure to keep
7 accurate employee payroll records, failure to timely pay wages due during or at separation of
8 employment, failure to reimburse all business-related expenses, failure to provide paid sick leave, and
9 claims reasonably relating to the alleged violations of California Labor Code sections 201-204, 226(a),
10 226.7, 510, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802 and 2810.5, against the Released
11 Parties; (d) to the extent that they are premised upon or arise out of the PAGA Released Claims, Labor
12 Code section 558. ("PAGA Released Claims").

13 The "Released Parties" means Defendant and each of its respective past, present and future
14 agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders,
15 stockholders, attorneys, parents, subsidiaries, fictitious business names, equity sponsors, related
16 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers,
17 consultants, joint venturers, any actual or alleged joint employers, affiliates, alter-egos, representatives,
18 and affiliated organizations, and all of its respective past, present and future employees, directors,
19 officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, successors, and assigns.

20 By an Order dated Approval Date, the Superior Court of California approved the Settlement of
21 the Released Claims. By approving the Settlement, the Court did not decide in favor of either Plaintiffs
22 or Defendant.

23 According to Defendant's records, you are an Eligible Employee and are therefore entitled to a
24 share of the Settlement based upon the Court-approved allocation. Enclosed with this Notice is your
25 check for your share. The settlement check shall remain valid for one hundred eighty (180) days.
26 Thereafter, all uncashed checks shall be canceled, and funds associated with such checks shall be
27 considered unpaid, unclaimed, or abandoned cash pursuant to Code of Civil Procedure section 384
28 ("Unpaid Residue"). The Unpaid Residue, plus accrued interest, shall be remitted to the California
State Controller's Office, Unclaimed Property Division in the name of each Eligible Employee.

Please Note: One hundred percent (100%) of the payment you are receiving in connection with
the Settlement will be considered penalties reported on IRS Form 1099, and may be subject to local,
state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should
rely on your own tax advisors as to the tax consequences of your settlement payment. Neither Plaintiffs
nor Defendant nor their attorneys have made any representations or warranties regarding the taxation
of your settlement payment. Nothing in this Notice or any other communication shall constitute or be
construed or relied upon as tax advice.

**PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK
QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY
CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:**

[ADMIN NAME]

[ADDRESS]

[ADDRESS]

[ADDRESS]