

LABOR LAW PC

Danny Yadidsion, Esq., SBN 260282
Noël Harlow, Esq., SBN 256124
100 Wilshire Blvd., Suite 700
Santa Monica, California 90401
Telephone: (310) 494-6082
Calendar@LaborLawPC.com
Danny@LaborLawPC.com
Noel.Harlow@LaborLawPC.com

Attorneys for Plaintiff

PEDRO GOMEZ, individually, and as a representative of the State of California and the Labor and Workforce Development Agency, and on behalf of other aggrieved employees,

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

PEDRO GOMEZ, individually and in his
representative capacity,

Plaintiff,

v.

CALICO BUILDING SERVICES, INC., a
California corporation; and DOES 1- 50,
Inclusive,

Defendants.

CASE NO.: 23STCV20286

*Assigned for all purposes to the Honorable
William F. Highberger, Dept. 10*

**~~[PROPOSED]~~ ORDER APPROVING
THE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT
AGREEMENT PURSUANT TO
CALIFORNIA LABOR CODE §§ 2698
et seq.**

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~~[PROPOSED]~~ ORDER

The Court, having considered Plaintiff's Motion to Approve the PAGA Settlement Agreement, the Settlement Agreement, Addendum No. 1 to the Settlement Agreement, and supporting papers, any response, and the record in this action, and good cause appearing, ORDERS as follows:

1. Plaintiff's Motion to Approve the PAGA Settlement Agreement is GRANTED. All capitalized terms not defined herein have the meanings given in the Settlement Agreement (the "Agreement").

2. The Court finds the Agreement is the product of informed, arm's-length negotiations and is fair, reasonable, and adequate under Labor Code § 2699(1). Considering the contested merits, defenses, data limitations, and proportionality across predicates and pay-periods, the Court further finds under Labor Code § 2699(e)(2) that the agreed civil-penalty allocation is not unjust, arbitrary, oppressive, or confiscatory.

3. The Court acknowledges that Plaintiff dismissed the class action allegations without prejudice on November 2, 2023. Pursuant to California Rule of Court 3.770, the Court has considered whether dismissal of the class allegations would prejudice absent putative class members. The Court finds that dismissal is fair and reasonable under the circumstances. The record demonstrates that Plaintiff executed a valid and enforceable arbitration agreement requiring waiver of his right to pursue class claims in this forum. In light of that agreement, Plaintiff cannot adequately represent or maintain class claims in this action. Accordingly, dismissal of the class allegations is appropriate under Rule 3.770. Plaintiff has complied with Labor Code § 2699(1)(2) by submitting the proposed settlement and motion to the Labor and Workforce Development Agency ("LWDA") and filing proof of service with the Court.

4. From the Gross Settlement Amount ("GSA") of \$350,000 (non-reversionary), the Court approves \$217,657.16 as PAGA civil penalties, allocated 75% (\$163,242.87) to the LWDA and 25% (\$54,414.29) to Aggrieved Employees on a pro-rata, pay-period basis. The LWDA's 75%

1 share shall be paid regardless of employee check negotiation. Only uncashed employee checks are
2 subject to escheat to the California State Controller's Unclaimed Property Fund. No funds revert
3 to Defendant.

4 5. The Court approves PAGA Counsel Fees of 33 1/3% of the GSA (\$116,655) and
5 litigation costs of \$15,687.84, to be paid pursuant to the Agreement and subject to the
6 documentation submitted with the motion and/or reply.

7 6. The Court appoints Phoenix as Settlement Administrator and approves
8 administration costs not to exceed \$10,000 ("NTE \$10,000"). Administration shall include
9 establishment of a QSF, address updates/skip-tracing, notices, distributions, tax reporting (Forms
10 1099), handling undeliverables/reissues, final accounting, and escheat of stale employee funds as
11 specified in the Agreement.

12 7. The Court approves a \$7,500 service award to Plaintiff Pedro Gomez for his time,
13 efforts, and risks undertaken as the PAGA representative. Any reduction by the Court increases
14 the net penalties for distribution.

15 8. Upon the Effective Date as defined in the Agreement, the State of California, by
16 and through Plaintiff as its deputized representative, and the Aggrieved Employees release only
17 PAGA civil-penalty claims based on the facts alleged in the operative pleadings and PAGA notice
18 during the PAGA Period, as set forth in the Agreement. This Order approves a PAGA-only release;
19 it does not release individual damages claims. The Agreement's express carve-outs (including
20 Gomez v. Calico Building Services, Inc., LASC No. 25STCV00304; Gomez, Pedro vs. Calico
21 Building Services, Inc., JAMS Ref. No. 5220011109; and any benefits/insurance claims) are
22 acknowledged and preserved.

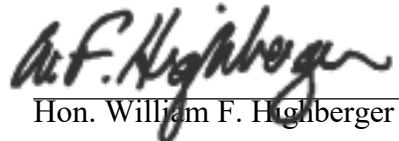
23 9. Defendant shall fund the GSA pursuant to the Agreement's schedule. The
24 Administrator shall make distributions consistent with this Order and the Agreement. Checks shall
25 remain negotiable for at least 180 days; uncashed employee checks escheat as stated above.
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1 10. Neither the Agreement nor this Order constitutes an admission by Defendant of
2 liability or wrongdoing.

3 11. The Court retains continuing jurisdiction over the Parties and the subject matter of
4 this action to interpret, implement, administer, and enforce the terms of the Agreement and this
5 Order, including to resolve any disputes concerning settlement administration and distribution.

6 IT IS SO ORDERED.

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8 Dated: ~~04/01/2026~~ 04/02/2026


Hon. William F. Highberger
Judge of the Superior Court

Pedro Gomez v. Calico Building Services, Inc., et al.
Los Angeles County Superior Court Case Number: 23STCV20286

I am over the age of 18 and not a party to the within action; my business address is 100 Wilshire Blvd, Suite 700, Santa Monica, CA 90401. My email address is Happy.Damasing@LaborLawPC.com.

**[PROPOSED] ORDER APPROVING THE PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AGREEMENT PURSUANT TO CALIFORNIA LABOR
CODE §§ 2698 et seq.**

Counsel for Defendant CALICO BUILDING SERVICES, INC.

() (BY ELECTRONIC MAIL) Per local rules, I delivered such documents by electronic mail. My email address is Happy.Damasing@LaborLawPC.com.

(XX) BY CASE ANYWHERE Pursuant to Code of Civil Procedure §187 and California Rules of Court, Rules 2.253(a) and 3.751, and the stipulation of the parties, I caused the documents to be sent via electronic transmission to Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

/s/ Happy Damasing
Signature