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ATTORNEYS FOR PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

PEDRO GOMEZ, individually and in his
representative capacity,

PLAINTIFF,

vs.

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

DEFENDANTS.

Case No. 23STCV20286

[Action Filed: August 23, 2023]

**STIPULATION OF SETTLEMENT OF
PAGA ACTION CLAIMS AND
RELEASE OF CLAIMS**

Judge: Honorable William F. Highberger
Dept.: 10

This Stipulation of Settlement PAGA Action Claims and Release of Claims is entered into by and between plaintiff PEDRO GOMEZ (hereinafter “Plaintiff”), individually and on behalf of the State of California as a private attorney general, and defendants CALICO BUILDING SERVICES, INC. (hereinafter, “Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Pedro Gomez v. Calico Building Services, Inc.*, Los Angeles Superior Court, Case No. 23STCV20286, filed August 23, 2023 (hereinafter “the Action”).
- B. “Aggrieved Employees” shall mean all non-exempt employees who are or previously were employed by Defendant in California during the period of September 21, 2022 to date of preliminary approval.
- C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of the PAGA Claims and Release of Claims.
- D. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- E. “Court” means the Superior Court for the State of California, County of Los Angeles.
- F. “Defendant” shall mean Calico Building Services, Inc.
- G. “Defendants’ Counsel” shall mean Efthalia S. Rofos, Esq. of O’Hagan Meyer LLP.
- H. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgement is final. The Judgment is final as of the latest of the following occurrences:
 - (a) the day the Court enters Judgment.
- I. “Gross Settlement Amount” means Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award, and the Administrator’s

Expenses Payment.

- J. “Individual Settlement Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- K. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- L. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- M. “LWDA PAGA Payment” means the 75% of the PAGA of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- N. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amount approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- O. “Operative Complaint” means the First Amended Complaint filed on November 2 2023.
- P. “PAGA Counsel” means Danny Yadidsion and Noël Harlow, the attorneys representing the Plaintiff in the Action.
- Q. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- R. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*
- S. “PAGA Payment Ratio” means the respective pay periods during the PAGA Period for each Aggrieved Employee divided by the sum total of the pay periods for all Aggrieved Employees during the PAGA Period.
- T. “PAGA Pay Periods”, for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of

employment during the PAGA Period that each Aggrieved Employee worked in California.

- U. “PAGA Plaintiff” or “Plaintiff” means the Plaintiff in this Action, Pedro Gomez.
- V. “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- W. “PAGA Period” means the period between September 21, 2021 to the date of preliminary approval.
- X. “PAGA Settlement” shall mean Three Hundred Fifty Thousand Dollars (\$350,000.00) to be allocated from the Gross Settlement Amount, from which 35% shall be allocated to Plaintiff’s Counsel’s attorneys’ fees, costs, administration costs, and with 25% of the remainder going to the Aggrieved Employees and 75% going to the Labor and Workforce Development Agency (“LWDA”). The amount of the PAGA Settlement Payment is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Settlement Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.
- Y. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendants, individually.
- Z. “Released PAGA Claims” means all PAGA claims alleged in the operative First Amended Complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, PAGA claims outside of the PAGA Period and claims listed in *Pedro Gomez v. Calico Building Services, Inc.*, Los Angeles Superior Court, Case No. 25STCV00304, filed January 6, 2025.
- AA. “Released Parties” shall means Defendant and any and all of its respective owners, officers, directors, partners, shareholders, employees, agents, affiliates, subsidiaries, successors, assigns, executors, trustees, fiduciaries, administrators, beneficiaries,

business managers, contractors, insurers, reinsurers, attorneys, employees, pas and present and/or legal representatives.

BB. “Service Award” is the monetary compensation awarded to Plaintiff in recognition of his time, effort, and risk undertaken in prosecuting this case on behalf of the LWDA and aggrieved employees.

CC. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

II. RECITALS

A. On August 23, 2023, Plaintiff filed a Class Action lawsuit for:

1. Failure to provide meal periods
2. Failure to provide rest periods
3. Failure to pay minimum wages
4. Failure to reimburse for business expense
5. Failure to furnish timely and accurate itemized wage statements;
6. Failure to pay all compensation due upon discharge; and
7. Unfair Competition in Violation of Bus. and Prof. Code §§ 17200, *et seq*;

B. On September 21, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

C. On November 2, 2023, Plaintiff filed the operative First Amended Complaint to include an additional cause of action for Violations of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*].

D. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by Plaintiff are owed, and further contend that, for any purpose other than this settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Wage Commission Orders.

1 E. Plaintiff conducted an investigation into the facts relevant to the Action, including
2 conducting an independent investigation as to the allegations, reviewing documents and
3 information exchanged through informal discovery, and reviewing documents and
4 information provided by Defendants pursuant to informal requests for information to prepare
5 for mediation. Defendants produced for the purpose of settlement negotiations certain
6 employment data, including payroll and timekeeping records, concerning the Aggrieved
7 Employees, which Plaintiff's counsel reviewed and analyzed. Based on their own
8 independent investigation and evaluation, Plaintiff's counsel are of the opinion that the
9 Settlement with Defendants is fair, reasonable and adequate, and is in the best interest of the
10 Aggrieved Employees in light of all known facts and circumstances, including the risks of
11 significant delay, defenses asserted by Defendants, uncertainties regarding PAGA
12 manageability, and numerous potential appellate issues. Although it denies any liability,
13 Defendants are agreeing to this Settlement solely to avoid the inconveniences and cost of
14 further litigation. The Parties and their counsel have agreed to settle the claims on the terms
15 set forth in this Agreement.

16 F. On March 5, 2025, the Parties participated in mediation presided over by Chris Barnes
17 Esq., a respected mediator of PAGA actions. The mediation concluded with a settlement,
18 which is subsequently memorialized by this Agreement and a concurrently executed
19 individual settlement agreement.

20 G. This Agreement replaces and supersedes any other agreements, understandings, or
21 representations between the Parties. This Agreement represents a compromise and settlement
22 of highly disputed claims. Nothing in this Agreement is intended or will be construed as an
23 admission by Defendants that the claims in the Actions of Plaintiff or Aggrieved Employees
24 have merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on
25 those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in
26 the Actions have merit.

27 H. The Parties believe that the Settlement is fair, reasonable, and adequate. The
28 Settlement was arrived at through arm's-length negotiations, taking into account all relevant

factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or relating to the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. MONETARY TERMS

1. Gross Settlement Amount. Except as otherwise provided by Section G below, Defendant promises to pay \$350,000 and no more as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

a) To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be \$122,500.00 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA

Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

b) To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

c) Service Award: Defendant will not oppose a request for Court approval of a \$7,500.00 Service Award to the named Plaintiff, Pedro Gomez. If the Court approves a Service Award less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount and will not affect the other terms of the Settlement Agreement.

d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$190,000.00 to be paid from the Gross Settlement Amount, with 75% (\$142,500.00) allocated to the LWDA PAGA Payment and 25% (\$47,500.00) allocated to the Individual PAGA Payments.

(1) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$47,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

(2) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

B. SETTLEMENT FUNDING AND PAYMENTS

1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 425 Aggrieved Employees who worked a total 10,531 of PAGA Pay Periods.

2. Aggrieved Employee Data. Within 21 days of Preliminary Approval, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount by transmitting such funds to the Administrator in three (3) equal monthly installments. The first installment shall be due within thirty (30) calendar days following entry of the Court's order granting Preliminary Approval (or, Final Approval if the Court foregoes the need for multiple approval hearings) provided,

1 however, that in no event shall the first installment be due prior to March 1, 2026.
2 Each of the two (2) remaining installments shall be due on the same calendar day of
3 each of the two (2) consecutive months following the due date of the first installment.

4 4. Payments from the Gross Settlement Amount. Within 14 days after Defendant
5 funds the Gross Settlement Amount, the Administrator will mail checks for all
6 Individual PAGA Payments, the LWDA PAGA Payment, the Administration
7 Expenses Payment, the PAGA Counsel Expenses Payment and the PAGA Counsel
8 Fees Payment. Disbursement of the PAGA Counsel Fees Payment and Litigation
9 Expenses Payment shall not precede disbursement of Individual PAGA Payments.

10 a) The Administrator will issue checks for the Individual PAGA
11 Payments and send them to the Aggrieved Employees via First Class U.S.
12 Mail, postage prepaid. The face of each check shall prominently state the date
13 (not less than 180 days after the date of mailing) when the check will be
14 voided. The Administrator will cancel all checks not cashed by the void date.
15 Before mailing any checks, the Settlement Administrator must update the
16 recipients' mailing addresses using the National Change of Address Database.

17 b) The Administrator must conduct an Aggrieved Employee Address
18 Search for all Aggrieved Employees whose checks are returned undelivered
19 without USPS forwarding address. Within 7 days of receiving a returned
20 check the Administrator must re-mail checks to the USPS forwarding address
21 provided or to an address ascertained through the Aggrieved Employee
22 Address Search. The Administrator need not take further steps to deliver
23 checks to Aggrieved Employees whose re-mailed checks are returned as
24 undelivered. The Administrator shall promptly send a replacement check to
25 any Aggrieved Employee whose original check was lost or misplaced,
26 requested by the Aggrieved Employee prior to the void date.

27 c) For any Aggrieved Employee whose Individual PAGA Payment check
28 is uncashed and cancelled after the void date, the Administrator shall transmit

1 the funds represented by such checks to the California Controller's Unclaimed
2 Property Fund in the name of the Aggrieved Employee.

3 d) The payment of Individual PAGA Payments shall not obligate
4 Defendant to confer any additional benefits or make any additional payments
5 to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
6 those specified in this Agreement.

7 C. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the
8 entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all
9 Released Parties as follows:

10 D. **Plaintiff's Release.** Plaintiff and his or her respective former and present spouses,
11 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
12 successors, and assigns generally, release and discharge Released Parties from all
13 civil penalties per Labor Code 2698 et seq (PAGA) for claims, transactions, or
14 occurrences that occurred during the PAGA Period, including, but not limited to: (a)
15 all claims that were, or reasonably could have been, alleged, based on the facts
16 contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release").
17 Plaintiff's Release does not extend to claims asserted in *Pedro Gomez v. Calico*
18 *Building Services, Inc.*, Los Angeles Superior Court, Case No. 25STCV00304, filed
19 January 6, 2025, any claims or actions to enforce this Agreement, or to any claims for
20 vested benefits, unemployment benefits, disability benefits, social security benefits,
21 workers' compensation benefits that arose at any time, or based on occurrences
22 outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or
23 law different from, or in addition to, the facts or law that Plaintiff now knows or
24 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
25 effective in all respects, notwithstanding such different or additional facts or
26 Plaintiff's discovery of them.

27 a) **Plaintiff's Waiver of Rights Under California Civil Code Section**
28 **1542.** For purposes of Plaintiff's Release, Plaintiff, expressly waives and

1 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the
2 California Civil Code, which reads: A general release does not extend to
3 claims that the creditor or releasing party does not know or suspect to exist in
4 his or her favor at the time of executing the release, and that if known by him
5 or her would have materially affected his or her settlement with the debtor or
6 Released Party. This provision specifically does not apply to claims asserted
7 in *Pedro Gomez v. Calico Building Services, Inc.*, Los Angeles Superior
8 Court, Case No. 25STCV00304, filed January 6, 2025.

9 2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to
10 release, on behalf of themselves and their respective former and present
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
12 Released Parties from all claims for PAGA penalties that were alleged, or reasonably
13 could have been alleged, based on the PAGA Period facts stated in the Operative
14 Complaint, and the PAGA Notice.

15 3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present
16 and former attorneys, employees, agents, successors, and assigns the Released Parties
17 from all claims for PAGA Fees incurred in connection with the Operative Complaint
18 and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

19 E. STIPULATION, MOTION OR APPLICATION FOR OF SETTLEMENT. The
20 Parties agree to jointly prepare and file a stipulation, application or motion for approval of
21 this Settlement.

22 1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense
23 Counsel all documents necessary for obtaining approval of this Settlement under
24 Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting
25 Approval of PAGA Settlement; (ii) a signed declaration from the Administrator
26 attaching its "not to exceed" bid for administering the Settlement and attesting to its
27 willingness to serve; competency; operative procedures for protecting the security of
28 Aggrieved Employee Data; amounts of insurance coverage for any data breach,

defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

2. Responsibilities of the Parties. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation, application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator

3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

F. **SETTLEMENT ADMINISTRATION**

1. Selection of Administrator. The Parties have jointly selected Phoenix Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Administrators agrees to be bound by this Agreement and to

perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

G. **AGGRIEVED EMPLOYEE SIZE ESTIMATES**

1. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 425 Aggrieved Employees who worked 10,531 Pay Periods during the PAGA period. If the pay period number increases by more than 10% of the estimate stated herein, then Defendant, and its option, can either choose to: (1) cut off the end date for the class release as of the date on which the number of pay periods reaches 11,584 (110% of 10,531 pay periods) or (2) increase the Settlement Amount proportionally for the number of workweeks over 110% of 10,531 (11,584). for example, if such increase in workweeks is 15% over 11,584 workweeks, the Settlement Amount will increase by 5%.

H. **CONTINUING JURISDICTION OF THE COURT**

1. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

I. **ADDITIONAL PROVISIONS**

1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement

1 between the Parties relating to the Settlement, superseding any and all oral
2 representations, warranties, covenants, or inducements made to or by any Party.

3 3. Attorney Authorization. PAGA Counsel and Defense Counsel separately
4 warrant and represent that they are authorized by Plaintiff and Defendant,
5 respectively, to take all appropriate action required or permitted to be taken by such
6 Parties pursuant to this Agreement to effectuate its terms, and to execute any other
7 documents reasonably required to effectuate the terms of this Agreement including
8 any amendments to this Agreement.

9 4. Cooperation. The Parties and their counsel will cooperate with each other and
10 use their best efforts, in good faith, to implement the Settlement by, among other
11 things, modifying the Settlement Agreement, submitting supplemental evidence and
12 supplementing points and authorities as requested by the Court. In the event the
13 Parties are unable to agree upon the form or content of any document necessary to
14 implement the Settlement, or on any modification of the Agreement that may become
15 necessary to implement the Settlement, the Parties will seek the assistance of a
16 mediator and/or the Court for resolution.

17 5. No Prior Assignments. The Parties separately represent and warrant that they
18 have not directly or indirectly assigned, transferred, encumbered, or purported to
19 assign, transfer, or encumber to any person or entity and portion of any liability, claim,
20 demand, action, cause of action, or right released and discharged by the Party in this
21 Settlement.

22 6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense
23 Counsel are providing any advice regarding taxes or taxability, nor shall anything in
24 this Settlement be relied upon as such within the meaning of United States Treasury
25 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

26 7. Modification of Agreement. This Agreement, and all parts of it, may be
27 amended, modified, changed, or waived only by an express written instrument signed
28 by all Parties or their representatives, and approved by the Court.

1 8. Agreement Binding on Successors. This Agreement will be binding upon, and
2 inure to the benefit of, the successors of each of the Parties.

3 9. Applicable Law. All terms and conditions of this Agreement and its exhibits
4 will be governed by and interpreted according to the internal laws of the state of
5 California, without regard to conflict of law principles.

6 10. Cooperation in Drafting. The Parties have cooperated in the drafting and
7 preparation of this Agreement. This Agreement will not be construed against any
8 Party on the basis that the Party was the drafter or participated in the drafting.

9 11. Confidentiality. To the extent permitted by law, all agreements made, and
10 orders entered during Action and in this Agreement relating to the confidentiality of
11 information shall survive the execution of this Agreement.

12 12. Headings. The descriptive heading of any section or paragraph of this
13 Agreement is inserted for convenience of reference only and does not constitute a part
14 of this Agreement.

15 13. Calendar Days. Unless otherwise noted, all reference to “days” in this
16 Agreement shall be to calendar days. In the event any date or deadline set forth in this
17 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be
18 on the first business day thereafter.

19 14. Notice. All notices, demands, or other communications between the Parties
20 in connection with this Agreement will be in writing and deemed to have been duly
21 given as of the third business day after mailing by United States mail, or the day sent
22 by email or messenger, addressed as follows:

23 To Plaintiff:

24 Danny Yadidsion, Esq.
25 Noël Harlow, Esq.
26 100 Wilshire Blvd., Suite 700
27 Santa Monica, California 90401
28 Telephone: (310) 494-6082
 Email: danny@laborlawpc.com

 To Defendant:

 Efthalia S. Rofos, Esq

4695 MacArthur Ct., Suite 900
Newport Beach, CA 92660
Telephone: (949) 519-2080
Email: trofos@ohaganmeyer.com

15. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 10 / 10 / 2025



PEDRO GOMEZ

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

CALICO BUILDING SERVICES, INC.

Ron Strand

President

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: October 10, 2025

LABOR LAW PC

By: 

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4695 MacArthur Ct., Suite 900
Newport Beach, CA 92660
Telephone: (949) 519-2080
Email: trofos@ohaganmeyer.com

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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____

PEDRO GOMEZ

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 10/16/2025

CALICO BUILDING SERVICES, INC.

Ron Strand

President

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

LABOR LAW PC

By: _____

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Attorneys for Plaintiff and the Settlement Class
Members

DATED: 10/17/2025

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By: 

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