

Electronically Filed
9/24/2026
Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Alecsondra Chavez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

Coordination Proceeding Special Title (Rule 3.550)

JCCP Case No.: 5327

CLARK PEST CONTROL WAGE AND
HOUR CASES

Assigned to the Hon. John R. Mayne as
Coordination Trial Judge, Dept. 21

Sorto v. Clark Pest Control of Stockton, Inc., et
al. (Santa Clara Superior Court, No.
24CV428713)

**SECOND AMENDED ~~PROPOSED~~ PAGA
SETTLEMENT APPROVAL ORDER AND
JUDGMENT**

Silva v. Clark Pest Control, et al.
(Stanislaus Superior Court, No. CV-23-007505)

1 **PAGA SETTLEMENT APPROVAL ORDER AND JUDGMENT**

2 This matter came before the Court on the motion for approval of the Parties' Private
3 Attorneys General Act Settlement Agreement ("Settlement" or "Settlement Agreement") filed by
4 Plaintiffs Tao Silva and Nelson Sorto ("Plaintiffs"). Plaintiffs filed their motion pursuant to the
5 California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*
6 ("PAGA"). The Court, having reviewed the Settlement, the supporting papers, and the arguments
7 of counsel, finds that the Settlement provides genuine and meaningful relief under PAGA and is
8 fair, adequate, and reasonable.

9 Accordingly, the Court hereby ORDERS, ADJUDGES, AND DECREES as follows:

10 1. The Court has jurisdiction over the subject matter of this Action and over all Parties
11 to the Action.

12 2. This Approval Order incorporates the terms of the Settlement Agreement entered
13 into by Plaintiffs, acting on behalf of themselves, the State of California, and Aggrieved Employees,
14 and Defendant Clark Pest Control of Stockton, Inc. ("Defendant"), on behalf of themselves and the
15 Released Parties. Unless otherwise specified, all capitalized terms in this Order shall have the
16 meaning as defined in the Settlement Agreement.

17 3. The Court finds that Plaintiffs notified the California Labor and Workforce
18 Development Agency ("LWDA") of the Settlement at the time the motion for approval was filed,
19 as required under Labor Code § 2699(s)(2). The Court has received no objection or comment from
20 the LWDA regarding the Settlement.

21 4. The Court finds that the Settlement is the product of serious, informed, and non-
22 collusive, arm's-length negotiations. After considering the nature of the claims, the risks of
23 continued litigation, the procedural history of the Action, the terms of the Settlement, and the
24 allocation of the settlement proceeds between the LWDA and the Aggrieved Employees, the Court
25 finds that the Settlement resolves a bona fide dispute and is fair, adequate, and reasonable under the
26 PAGA. The Court therefore approves the Settlement and directs the Parties to carry out its terms.

27 5. Defendant shall not be required to pay any additional amounts to settle the Action
28 beyond the Gross Settlement Amount of \$794,291, as set forth in the Settlement Agreement.

1 6. The Court approves a PAGA Counsel Fees Payment of \$264,763.66, allocated as
2 follows: \$105,905.46 to Bibiyan Law Group, P.C.; \$79,429.10 to Bokhour Law Group, P.C., and
3 \$79,429.10 to Falakassa Law, P.C., to be paid from the Gross Settlement Amount as full
4 compensation for all attorneys' fees incurred or to be incurred in connection with the Settlement.

5 7. The Court approves a PAGA Counsel Litigation Expenses Payment of \$31,789.81,
6 allocated as follows: \$21,225.17 to Bokhour Law Group, P.C., and \$10,564.64 to Bibiyan Law
7 Group, P.C., to be paid from the Gross Settlement Amount as full reimbursement of actual litigation
8 costs reasonably incurred in the prosecution and resolution of the Action.

9 8. The Court approves a Service Award in the amount of \$5,000 to each named Plaintiff
10 for their time, effort, and service in representing the interests of the State of California and
11 Aggrieved Employees. This amount shall be paid from the Gross Settlement Amount.

12 9. The Court appoints ILYM Group, Inc. as the Settlement Administrator and approves
13 an Administration Expenses Payment of \$11,000.00, to be paid from the Gross Settlement Amount,
14 as reasonable and necessary to administer the Settlement.

15 10. The remaining PAGA Penalties, totaling \$476,737.53, shall be allocated as follows:
16 75% (\$357,553.15) to the LWDA; and 25% (\$119,184.38) to the Aggrieved Employees, to be
17 distributed pro rata based on the number of PAGA Pay Periods worked during the PAGA Period, as
18 set forth in the Settlement Agreement.

19 11. The Court approves Central California Legal Services, Inc., as the cy pres recipient
20 for any funds attributable to uncashed settlement checks, consistent with Code of Civil Procedure
21 section 384.

22 12. Upon Defendant's full funding of the Gross Settlement Amount, the releases set forth
23 in the Settlement Agreement shall become effective and binding on the Parties. The Court confirms
24 the following:

25 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the
26 State of California, and all Aggrieved Employees shall fully release, discharge, and forever
27 waive against the Released Parties all claims for civil penalties under the Private Attorneys
28 General Act ("PAGA"), Labor Code sections 2698 et seq., that were asserted in, could have

1 been asserted in, or reasonably arise from the facts, theories, transactions, events, policies,
2 practices, or conduct alleged in: (a) the PAGA Notices; (b) the Silva Action; (c) the Sorto
3 Action; and (d) Judicial Council Coordination Proceeding No. 5327, Clark Pest Control
4 Wage and Hour Cases; and (e) Any amendment, supplement, pleading, discovery response,
5 investigation, or disclosure relating to the foregoing. The Released PAGA Claims include,
6 without limitation, claims for PAGA penalties predicated upon alleged violations of Labor
7 Code sections 201, 202, 203, 204, 210, 221, 226, 226(a), 226.3, 226.7, 227.3, 232, 232.5,
8 245, 246, 510, 512, 516, 558, 1174, 1174.4, 1174.5, 1197.1, 1197.5(k), 1199, 2802, 2810.5,
9 2698 through 2699.8, applicable Industrial Welfare Commission Wage Orders, and any
10 derivative claim for PAGA penalties arising from the facts alleged in the PAGA Notices and
11 operative pleadings.

12 13. Neither this Order, the Judgment, nor the Settlement Agreement shall be construed
13 as an admission or concession of liability or wrongdoing by Defendant or the Released Parties. The
14 Settlement is entered into solely for the purpose of compromise and resolution. This Order and
15 Judgment shall not be used or admissible in any other proceeding, except as necessary to enforce its
16 terms or to support defenses such as res judicata or release.

17 14. The Court reserves continuing jurisdiction over the implementation, enforcement,
18 interpretation, and administration of the Settlement Agreement, this Order, and the Judgment
19 pursuant to Code of Civil Procedure § 664.6.

20 15. Within ten (10) days of entry of this Order and Judgment, Plaintiffs shall submit a
21 copy to the LWDA, as required by Labor Code § 2699(s)(3). Within seven (7) days thereafter,
22 PAGA Counsel shall file a declaration confirming compliance with that requirement.

23 16. The Court hereby enters final judgment in this Action pursuant to the terms of the
24 Settlement Agreement and this Order.

25 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

26 DATED: 9/21/2026
27


HON. JOHN R. MAYNE
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars,
Suite 520, Los Angeles, California 90067.

5 On September 18, 2026, I served the following document(s) described as **SECOND**
6 **AMENDED [PROPOSED] PAGA SETTLEMENT APPROVAL ORDER AND**
JUDGMENT on the interested parties in this action:

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13 **LARRY BRAGG**

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14 **Co-counsel for Plaintiffs on behalf of**
15 **themselves and all others similarly situated**

16 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
17 electronic service provider First Legal to the person(s) identified above at the email address(es)
18 indicated and did not, within a reasonable time after transmission, receive any message or
19 communication indicating that delivery failed or that any other error had occurred which would
20 delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

23 Executed on September 18, 2026, at Los Angeles, California.

24 /s/ Carlos Garcia

25 Carlos Garcia