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13 individually and on behalf of similarly situated employees

FILED
Superior Court of California
County of Sacramento
05/19/2025
T. Shaddix, Deputy

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF SACRAMENTO**

12 RICHARD GOMEZ, individually and on
13 behalf of all other similarly situated
14 employees,

15 Plaintiff,

16 vs.

17 B&M BUILDERS, INC., an unknown
18 business entity; JONATHAN BROWN, an
19 individual; PATRICK MULLEN, an
20 individual; and DOES 1 to 100, inclusive,

21 Defendants.

Case No. 24CV005888

*Assigned for All Purposes to Hon. Jill H. Talley
Department 23*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT**

Reservation No. A-05888-001

Date: May 16, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: March 27, 2024

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion to Approve Private Attorneys General Act Settlement (“Motion”) in the above
3 referenced case came before this Court, on May 16, 2025, at 9:00 a.m., in Department 23 before the
4 Honorable Jill H. Talley, presiding. Plaintiff Richard Gomez (“Plaintiff”) filed this Private Attorneys
5 General Act (“PAGA”) action on March 27, 2024. The operative Complaint alleges that B&M Builders,
6 Inc., Jonathan Brown, Patrick Mullen (“Defendants”) violated California law by failing to pay overtime
7 wages, failing to pay minimum wages, failing to provide meal periods or pay premiums in lieu thereof,
8 failing to provide rest periods or pay premiums in lieu thereof, failing to provide accurate wage
9 statements, failing to pay final wages, failing to pay reimbursements for expenses, violating Labor Code
10 sections 558, 558.1 regarding provisions regulating hours and days of work in any Industrial Welfare
11 Commission Order, failing to maintain accurate records, and failing to provide sick leave. The
12 Complaint further alleges that Defendants are liable for civil penalties under the PAGA as a result of the
13 alleged violations. Defendants have denied all of Plaintiff’s allegations. Plaintiff sought attorneys’ fees
14 and costs as part of this Action.

15 The parties have agreed to settle the PAGA claims. Defendants will provide monetary
16 consideration in exchange for a release of claims consistent with the terms of the PAGA Settlement
17 (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as set forth
18 in the Agreement. The Court, having received and considered Plaintiff’s Motion, the declarations in
19 support, the Agreement, the Notice of Settlement, and other evidence, HEREBY ORDERS AND
20 MAKES DETERMINATIONS AS FOLLOWS:

21 **I. SCOPE OF INDIVIDUALS WITHIN THE PAGA SETTLEMENT – AGGRIEVED**
22 **EMPLOYEES**

23 The Court finds that Plaintiff has exhausted all administrative remedies required to bring the
24 PAGA claims asserted in this litigation. Plaintiff is authorized to act on behalf of the Labor and
25 Workforce Development Agency (“LWDA”) with respect to the PAGA claims being released under the
26 Agreement. The Court finds the scope of individuals subject to the terms and conditions of the
27 Agreement, its releases, and all rights and obligations thereunder include the following:
28

1 All non-exempt employees who worked or continue to work for
2 Defendants in California from January 10, 2023, up to April 8, 2025

3 The Court recognizes that the foregoing definition is for Aggrieved Employee identification
4 purposes only and is not intended to capture the claims at issue or limit or alter the released claims under
5 the Agreement.

6 **II. APPROVING THE AGREEMENT**

7 The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit
8 A. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and
9 arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and
10 measures to weigh the potential value of the disputed claims against the risks of continued litigation.
11 The Court finds that the Agreement is fair, reasonable, and adequate, and, therefore, is approved as
12 required under California Labor Code sections 2698 *et seq.* Based on the potential penalties at issue, the
13 risk of loss on the merits, the risk of being able to prove violations in each pay period as to each
14 individual as required by statute for damages purposes, and the Court's statutorily authorized discretion
15 to reduce penalties, the Agreement represents a substantial recovery for Aggrieved Employees and the
16 LWDA. The Court also finds that the Agreement provides a recovery that creates an effective,
17 substantial deterrent to any potential future non-compliance, furthering the purpose of the LWDA in
18 enforcing the California Labor Code. Thus, the Court approves the Agreement and terms stated therein,
19 which is incorporated by reference in its entirety, as if stated here in full, including the \$415,000 Gross
20 Settlement Amount.

21 The Court approves of the PAGA penalty allocations set forth in the Agreement wherein 25% of
22 the Net Settlement Amount will be paid to Aggrieved Employees and 75% of the Net Settlement
23 Amount will be paid to the LWDA as civil penalties pursuant to the statutory division applicable to this
24 case, which was filed before June 19, 2024, as set forth in California Labor Code section 2699(i).

25 The Court finds that an award of fees under the common fund doctrine is appropriate in this case
26 because there is a sufficiently identifiable class of beneficiaries (*i.e.* Aggrieved Employees and the
27 LWDA), the benefits can be accurately traced as set forth in the Agreement, Plaintiff and Plaintiff's
28 Counsel were able to negotiate on behalf of Aggrieved Employees and the LWDA, and the fee can be
shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the

1 Gross Settlement Amount. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul,*
2 *Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444
3 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common fund for the benefit of persons other than
4 . . . her client is entitled to a reasonable attorney’s fee from the fund as a whole.”). The Court finds the
5 attorney’s fees request of Thirty Five Percent (35%) of the Gross Settlement Amount, *i.e.* \$145,250, to
6 be appropriate compensation for Plaintiff’s Counsel. The fees request is within the range of percentages
7 that have been approved by other Courts in similar cases and is reasonable in light of the circumstances
8 of this case, the substantial and beneficial results obtained on behalf of Aggrieved Employees and the
9 LWDA, and the contingent nature of the recovery over the course of this case, which included potential
10 loss at summary judgment and/or trial proceedings. Furthermore, the Court has performed a lodestar
11 cross check, which demonstrates the reasonableness of the percentage requested. Additionally, the
12 Court orders that \$6,364.56 of the Gross Settlement Amount will be paid to Plaintiff’s Counsel for
13 reasonable costs incurred in this case.

14 The Court orders that Plaintiff will receive an Enhancement Payment of \$10,000 from the Gross
15 Settlement Amount for his work on behalf of the Aggrieved Employees and the LWDA and in exchange
16 for the general release of all his individual claims in addition to any amount Plaintiff may be entitled to
17 under the Agreement’s pro rata distribution formula.

18 The Court orders that ILYM Group, Inc., will act as the Settlement Administrator in this case.
19 The Settlement Administrator will take its fees out of the Gross Settlement Amount, which are not to
20 exceed \$4,950.00. Any difference between the actual Settlement Administrator Costs and the approved
21 amount will be added to the Net Settlement Amount for distribution between the LWDA and Aggrieved
22 Employees consistent with the allocations and formulas set forth in the Agreement.

23 The Court approves of the identified *cy pres* distribution plan wherein any checks issued to
24 Aggrieved Employees that are not cashed by the deadline to do so shall be donated equally, *i.e.* 50/50, to
25 Capital Pro Bono, Inc., and the Center for Workers’ Rights. *See In re Microsoft I-V Cases*, 135
26 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will revert to Defendants for
27 any reason.
28

1 The releases and waivers for Aggrieved Employees and Plaintiff are also approved by the Court
2 as set forth in the Agreement.

3 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR**
4 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

5 The Court finds that the proposed Notice of Settlement, attached to this Order as Exhibit 1 and
6 incorporated by reference, fairly and adequately advises Aggrieved Employees about the Agreement and
7 its effect. The Court further finds that the Notice of Settlement and distribution of such notice by first
8 class mail to each identified Aggrieved Employees at his or her most recent address based on a National
9 Change of Address database search from the Aggrieved Employees' last known address and a skip trace
10 on any Aggrieved Employees who have their notice returned as "undeliverable" or "not at this address"
11 comport with all constitutional requirements, including those of due process.

12 The Court also finds that because there is a strong interest in providing Aggrieved Employees the
13 opportunity to recover under the Agreement, along with the parties' efforts to minimize any intrusion on
14 privacy rights, the sharing of employment information as set forth in the Agreement is not a serious
15 intrusion on their privacy rights. Hence, the Court orders Defendants to provide Aggrieved Employee
16 information to the Settlement Administrator as set forth in the Agreement and any other information the
17 Settlement Administrator needs to effectuate notice to Aggrieved Employees. The Aggrieved Employee
18 information will be provided to the Settlement Administrator only, and not to Plaintiff or Plaintiff's
19 Counsel, as contemplated within the Agreement and approved by this Order. The Settlement
20 Administrator shall only use this information for the purposes identified in the Agreement and shall keep
21 this information confidential consistent with the terms of the Agreement.

22 **IV. IMPLEMENTATION SCHEDULE**

23 Accordingly, with good cause shown, the Court hereby approves and orders that the following
24 implementation schedule be adhered to:

25 Last day for Defendants to provide Settlement 26 Administrator with Aggrieved Employee 27 information	Within 14 calendar days after the Effective Date
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Last day for Settlement Administrator to calculate and report to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees	Within 7 calendar days after receiving Aggrieved Employee information
Last day for Defendants to fund Gross Settlement Amount	Within 28 calendar days after the Effective Date
Last day for Settlement Administrator to complete NCOA search, update Aggrieved Employee mailing information, and complete mailing	Within 7 calendar days after Defendants have funded the settlement
Last day for Settlement Administrator to deliver payment of Plaintiff's Counsel's attorney's fees and costs, PAGA Payment, Settlement Administrator Costs, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
Last day for Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

IT IS FURTHER ORDERED that this settlement approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement pursuant to California Civil Procedure Code section 664.6.

The Court Sets a further compliance hearing for February 20, 2026, at 10:30 a.m. At least 15 calendar days prior to the hearing, Plaintiff's Counsel shall file a declaration from the Settlement

1 Administrator regarding the status of the distribution of settlement funds. If the Court is satisfied that
2 the settlement funds have been fully distributed, no appearance will be required.

3
4 IT IS SO ORDERED.

5
6 Date: 05/19/2025



By: _____

Jill Talley
Judge of the Superior Court
Jill Talley

EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

) **Case No. 24CV005888**

RICHARD GOMEZ, individually and on behalf of all)
other similarly situated employees,)

) **NOTICE OF PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT PAYMENT**

Plaintiff,)

vs.)

B&M BUILDERS, INC., an unknown business)
entity; JONATHAN BROWN, an individual;)
PATRICK MULLEN, an individual; DOES 1 to 100,)
inclusive,)

Defendants.)

TO: All non-exempt employees who worked or continue to work for Defendants in California from January 10, 2023, up to [REDACTED] (the "Aggrieved Employees")

This Notice is being provided to you to inform you of a Private Attorneys General Act ("PAGA") Settlement and your proportional share of this settlement payment. The payment is a result of a Court approved PAGA Settlement in the case of *Gomez v. B&M Builders, Inc., et al.*, Sacramento County Superior Court of California, Case No. 24CV005888, filed March 27, 2024 (the "Action"). You are receiving this letter because you fall within the definition of Aggrieved Employees identified above.

In the Action, Plaintiff Richard Gomez ("Plaintiff") sought to obtain civil penalties, fees, and costs on behalf of himself and Aggrieved Employees. Plaintiff alleged claims under the PAGA against B&M Builders, Inc., Jonathan Brown, and Patrick Mullen ("Defendants") for (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof, (5) Failure to Provide Accurate Wage statements, (6) Failure to Pay Final Wages, (7) Failure to Pay Reimbursement for Expenses, (8) Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order), (9) Failure to Maintain Accurate Records, and (10) Failure to Provide Paid Sick Leave. Defendants have denied all of Plaintiff's allegations.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. Defendants have denied engaging in any unlawful conduct in any respect and further dispute all of Plaintiff's allegations in the Action. By entering into the PAGA Settlement, Defendants do not admit any liability to Plaintiff or to any other current or former employees, and Defendants do not admit that any violations of Plaintiff's rights, or the rights of any other current or former employees has occurred.

Plaintiff filed a notice with the California Labor and Workforce Development Agency (LWDA") to exhaust administrative remedies and pursue claims under the PAGA, California Labor Code §§ 2698 *et seq.*, predicated on the Failure to Pay Overtime Wages, Failure to Pay Minimum Wages, Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof, Failure to Provide Accurate Wage statements, Failure to Pay Final Wages, Failure to Pay Reimbursement for Expenses, Violation of Labor Code §§ 558, 558.1, Failure to Maintain Accurate Records, and Failure to Provide Paid Sick Leave Labor Code and/or California Labor Code sections 201-203, 226, 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1194, 1197.1, and 2802. The scope of the PAGA Settlement includes all of the Aggrieved Employees for the time period identified above. In exchange for payment under the Settlement, Plaintiff has agreed to waive any and all claims for civil penalties that were brought under the PAGA that were asserted in Plaintiff's notice letter to the LWDA and any additional claims for civil penalties under the PAGA that could have been brought based on the facts alleged therein between January 10, 2023, and [REDACTED]. Aggrieved Employees cannot opt out of this waiver of claims. However, the waiver does not extend to any non-PAGA claims you may have.

Under the terms of the Settlement, Defendants have agreed to pay a Gross Settlement Amount of \$415,000 ("Gross Settlement Amount") to resolve the PAGA claims as described above. Deducted from this Gross Settlement Amount were sums approved by the Court for attorneys' fees \$[REDACTED], attorneys' costs in the amount of \$[REDACTED], an Enhancement Payment to Plaintiff in the amount of \$[REDACTED], and the fees and expenses of the Settlement Administrator in the amount of \$[REDACTED], which will resulted in a "Net Settlement Amount" of \$[REDACTED] for distribution to between Aggrieved Employees and the Labor and Workforce Development Agency

("LWDA") as required by the California Labor Code. 75% of the Net Settlement Amount (\$ [REDACTED]) is being paid to the LWDA and 25% of the Net Settlement Amount (\$ [REDACTED]) is being paid to Aggrieved Employees pursuant to Labor Code section 2699(i). Each individual Aggrieved Employee's share of the Net Settlement Amount was determined by taking their individual number of pay periods worked between January 10, 2023, and [REDACTED], dividing that number by the number of pay periods worked for all Aggrieved Employees between January 10, 2023, and [REDACTED], and then multiplying that fraction by the 25% share of the Net Settlement Amount.

Enclosed in this mailing, you will find a check containing your share of the PAGA Settlement based on this allocation. Should you have any questions or concerns, you may contact counsel for Plaintiff and/or Defendants.

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