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

KEITH GILMORE, and NOEL C.
PELLERIN, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

UNITED SITE SERVICES OF
CALIFORNIA, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 24CV009938

Honorable Lauri A. Damrell
Department 8B

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: August 21, 2026
Time: 9:00 a.m.
Department: 8B

Complaint Filed: May 20, 2024
FAC Filed: August 27, 2025
Trial Date: None Set

1 This matter has come before the Honorable Lauri A. Damrell, in Department 8B of the
2 above-entitled Court, located at 720 9th Street Sacramento, California 95814, on August 21,
3 2026 at 9:00 a.m., Plaintiffs Keith Gilmore (“Plaintiff Gilmore”) and Noel Pellerin (“Plaintiff
4 Pellerin”) (together, “Plaintiffs”) Motion for Final Approval of Class Action and PAGA
5 Settlement, Attorneys’ Fees and Costs, and Class Representative Service Payments (“Motion
6 for Final Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiff Gilmore and the
7 Class, Bibiyan Law Group, PC appeared on behalf of Plaintiff Pellerin and the Class, and Littler
8 Mendelson, P.C. appeared on behalf of Defendant United Site Services of California, Inc.,
9 (“Defendant”).

10 On September 5, 2025, the Court entered the Order Granting Preliminary Approval of
11 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily
12 approving the settlement of the above-entitled action in accordance with the Class Action and
13 PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), which,
14 together with the exhibits annexed thereto set forth the terms and conditions for settlement of the
15 Action.

16 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
17 oral argument, and good cause appearing,

18 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

19 1. The Motion for Final Approval is granted in its entirety.
20 2. This Final Approval Order and Judgment incorporates by reference the
21 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
22 terms used, but not defined, herein shall have the same meanings as in the Settlement
23 Agreement and Preliminary Approval Order.

24 3. Unless otherwise specified, all citations and references to the Private Attorneys
25 General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) are to the version
26 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
27 not apply to the Action, or the Settlement pursuant to California Labor Code section 2699(v)(1),
28

as amended, because the notice to the Labor and Workforce Development Agency ("LWDA") was filed prior to June 19, 2024.

4. This Court has jurisdiction over the Class Members as it pertains to the above-captioned action ("Action") and the claims asserted in the Action, the Court also has jurisdiction over all parties to the Action as it pertains to the Action and the claims asserted in the Action.

5. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with respect to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include: all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the period from May 15, 2022 to April 7, 2025 ("Class" or "Class Members").

6. The aggrieved employees for purposes of the PAGA Settlement are hereby defined to consist of the following individuals: all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from March 15, 2023 to April 7, 2025 ("Aggrieved Employees").

7. The Court finds that the Court-approved Notice of Class Action Settlement and Hearing Date for Final Approval ("Class Notice") that was provided to the Class Members, fully and accurately informed the Class Members of all material elements of the Settlement, of their opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the Class Settlement; the Class Notice was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

8. Pursuant to California law, the Court hereby grants final approval to the Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the

1 Class as a whole. More specifically, the Court finds that the Settlement was reached following
2 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,
3 PC and Bibiyan Law Group, PC (together, “Class Counsel”), and that the Settlement is the
4 result of serious, informed, adversarial, and arms-length negotiations between the parties. In so
5 finding, the Court has considered all of the evidence presented, including evidence regarding
6 the strength of Plaintiffs’ claims; the risk, expense, and complexity of pursuing the claims
7 presented; the likely duration of further litigation; the amount offered in the Settlement; the
8 extent of investigation and discovery completed; and the experience and views of Class
9 Counsel. The Court finds that the Settlement, including the monetary allocations and payments,
10 appear within the range of reasonableness, and that the monetary recovery to the Class is fair,
11 adequate, and reasonable when balanced against the probable outcome of further litigation
12 relating to certification, liability, and damages issues. The Court has further considered the
13 absence of any objections by the Class Members to the Class Settlement. Accordingly, the
14 Court hereby directs that the Settlement be affected in accordance with the Settlement
15 Agreement and the following terms and conditions.

16 9. A full opportunity has been afforded to the Class Members to participate in the
17 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
18 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
19 from the Class Settlement. Two individuals submitted a timely and valid Request for Exclusion,
20 Darrian M. Dickens and Jose L. Ruiz Cardona, and will therefore be excluded from the Class
21 Settlement. Accordingly, the Court determines that Plaintiffs and all Class Members who did
22 not submit a timely and valid Request for Exclusion from the Class Settlement (“Participating
23 Class Members”), individually and on behalf of their respective successors, assigns, agents,
24 attorneys, executors, heirs and personal representatives, are bound by the Class Settlement and
25 by this Final Approval Order and Judgment, and thereby, as of the Effective Date and full
26 funding of the Gross Settlement Amount, release and discharge the Released Parties, and each
27 of them, from the Released Class Claims.

1 10. The Court finds that Plaintiffs have satisfied the prerequisites under PAGA,
2 including, and not limited to, providing the LWDA and Defendant with notice of the specific
3 provisions of the California Labor Code alleged to have been violated, including, and not
4 limited to, the facts and theories to support the alleged violations, in conformity with California
5 Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been
6 submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to
7 California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA
8 Settlement and the allocation of \$150,000.00 toward civil penalties under the California Private
9 Attorneys General Act of 2004 ("PAGA Penalties"), and the Court finds that they are fair,
10 reasonable, and appropriate, and hereby approved. The Administrator shall distribute the PAGA
11 Penalties as follows: the amount of \$112,500.00 to the LWDA ("LWDA Payment"), and the
12 amount of \$37,500.00 to the Aggrieved Employees, in accordance with the terms and
13 methodology set forth in the Agreement.

14 11. The Court determines that, Plaintiffs, the State of California (with respect to
15 Aggrieved Employees), and all Aggrieved Employees, individually and on behalf of their
16 respective successors, assigns, agents, attorneys, executors, heirs and personal representatives,
17 are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby,
18 as of the Effective Date, shall fully and finally release and discharge the Released Parties, and
19 each of them, from the Released PAGA Claims.

20 12. The Court hereby directs that the Settlement be affected in accordance with the
21 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
22 herein.

23 13. The Court finds that payment of Administration Costs in the amount of
24 \$14,500.00 to Phoenix Settlement Administrators ("Phoenix" or "Administrator"), is
25 appropriate for the services performed and costs incurred and to be incurred for the notice and
26 settlement administration process, and is hereby approved. It is hereby ordered that the
27 Administrator shall issue payment to itself in the amount of \$14,500.00, in accordance with the
28 terms and methodology set forth in the Settlement Agreement.

1 14. The Court finds that the Class Representative Service Payments in the amount of
2 \$10,000.00 each to Plaintiffs Keith Gilmore and Noel C. Pellerin (for a combined total of
3 \$20,000.00) are fair and reasonable, and hereby approved. It is hereby ordered that the
4 Administrator issue payment in the amount of \$10,000 to each Plaintiff for their Class
5 Representative Service Payments, according to the terms set forth in the Settlement Agreement.

6 15. The Court finds that attorneys' fees in the amount of \$487,500.00 to Class
7 Counsel falls within the range of reasonableness and that the results achieved justify the award
8 sought, and is hereby approved. It is hereby ordered that the Administrator issue payment in the
9 amount of \$487,500.00 to Class Counsel for attorneys' fees, in accordance with the terms and
10 methodology set forth in the Settlement Agreement.

11 16. The Court finds that reimbursement of litigation costs and expenses in the
12 amount of \$17,710.27 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
13 that the Administrator issue payment in the amount of \$17,710.27 to Class Counsel for
14 reimbursement of litigation costs and expenses, in accordance with the terms and methodology
15 set forth in the Settlement Agreement.

16 17. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
17 Defendant shall deposit the Gross Settlement Amount of \$1,462,500.00 and the employer's
18 share of payroll taxes and contributions with respect to the wage portion of Individual
19 Settlement Shares into an account established by the Administrator, in accordance with the
20 terms and methodology set forth in the Settlement Agreement.

21 18. It is hereby ordered that within seven (7) calendar days following the funding of
22 the Gross Settlement Amount, the Administrator will issue payments due under the Settlement
23 and approved by the Court as follows: (a) Individual Settlement Payments to Participating Class
24 Members, (b) Individual PAGA Payments to Aggrieved Employees, (c) LWDA Payment to the
25 LWDA, (d) Class Representative Service Payments to Plaintiffs, (e) Attorneys' Fees and Costs
26 to Class Counsel, and (f) Administration Costs to the Administrator, in accordance with terms
27 and methodology set forth in the Settlement Agreement.

1 19. Each check issued to a Participating Class Member and/or Aggrieved Employee
2 for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid
3 for a period of one hundred eighty (180) calendar days from the date of issuance of the check,
4 and after this time period, the check(s) shall be canceled. The leftover funds associated with
5 checks issued to Participating Class Members and Aggrieved Employees, after the checks have
6 been canceled, shall be distributed by the Administrator to the California State Controller's
7 Office Unclaimed Property Fund in the name and respective payment amount for the
8 Participating Class Members or Aggrieved Employees whose checks were canceled. All
9 Participating Class Members shall be bound by the terms and conditions of the Class Settlement
10 regardless of whether or not they cash or otherwise negotiate their Individual Settlement
11 Payment checks. All Aggrieved Employees shall be bound by the terms and conditions of the
12 PAGA Settlement regardless of whether or not they cash or otherwise negotiate their Individual
13 PAGA Payment checks.

14 20. After entry of this Final Approval Order and Judgment, pursuant to California
15 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
16 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
17 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
18 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
19 with the distribution of settlement benefits.

20 21. Individualized notice of this Final Approval Order and Judgment is not required.
21 The Administrator shall post a copy of the Final Approval Order and Judgment on the
22 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of
23 this Final Approval Order and Judgment.

24 22. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in
25 Department 8B. Class Counsel shall submit the Administrator's accounting report regarding the
26 status of the funding and disbursement of the Settlement at least five (5) court days prior to the
27 Final Compliance Hearing.

28 **IT IS SO ORDERED.**

DATE: _____

The Honorable Lauri A. Damrell
Judge of the Sacramento County Superior
Court of California