

PLAINTIFF/PETITIONER: Keith Gilmore
 DEFENDANT/RESPONDENT: United Site Services of California, Inc.

CASE NUMBER:
 24CV009938

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:
****PLEASE SEE ATTACHED PROOF OF SERVICE****

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

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

Date: September 18, 2026

Deven Launchbaugh

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwarzian (SBN 269827)
Ryan Slinger (SBN 351297)
Harris Koepenick (SBN 364423)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
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FILED
Superior Court of California
County of Sacramento
09/08/2026
V. Aleman, Deputy

Attorneys for Plaintiff Keith Gilmore and the Class

**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 Peter K. Southworth
Department 8B

CLASS ACTION

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

Date: August 28, 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 Peter K. Southworth, in Department 8B of
2 the above-entitled Court, located at 720 9th Street Sacramento, California 95814, on August 28th,
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. Pursuant to the Consent to Agreement Re:
11 Division of Attorneys' Fees and Costs executed by Class Counsel and Plaintiffs Keith Gilmore
12 and Noel C. Pellerin, eighty-five percent (85%) of the fees, or \$414,375.00, shall be awarded to
13 Lawyers for Justice, P.C., and fifteen percent (15%) of the fees, or \$73,125.00, shall be awarded
14 to Bibiyan Law Group, P.C.

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

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

25 18. It is hereby ordered that within seven (7) calendar days following the funding of
26 the Gross Settlement Amount, the Administrator will issue payments due under the Settlement
27 and approved by the Court as follows: (a) Individual Settlement Payments to Participating Class
28 Members, (b) Individual PAGA Payments to Aggrieved Employees, (c) LWDA Payment to the

1 LWDA, (d) Class Representative Service Payments to Plaintiffs, (e) Attorneys' Fees and Costs
2 to Class Counsel, and (f) Administration Costs to the Administrator, in accordance with terms
3 and methodology set forth in the Settlement Agreement.

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

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

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

27 22. A Final Compliance Hearing is set for May 21, 2027 at 10:30 a.m./~~p.m.~~ in
28 Department 8B. Class Counsel shall submit the Administrator's accounting report regarding the

1 status of the funding and disbursement of the Settlement at least five (5) court days prior to the
2 Final Compliance Hearing.

3 **IT IS SO ORDERED.**

4
5 DATE: 09/08/2026




The Honorable Peter K. Southworth
Judge of the Sacramento County Superior
Court of California

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Tani G. Cantil-Sakauye Courthouse, Department 8B

JUDICIAL OFFICER: HONORABLE PETER K. SOUTHWORTH

Courtroom Clerk: V. Aleman/A. O'Donnell
Court Attendant: J. Flores

CSR: D. Thompson #9693

24CV009938

August 28, 2026
9:00 AM

GILMORE

vs

**UNITED SITE SERVICES OF CALIFORNIA, INC., A
CALIFORNIA CORPORATION**

MINUTES

APPEARANCES:

Harris Koepenick counsel for Plaintiff via Zoom.
Emuian Alan counsel for Defendant via Zoom.

**NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement
PAGA**

Plaintiffs Keith Gilmore and Noel C. Pellerin's ("Plaintiff Gilmore," "Plaintiff Pellerin," and collectively, "Plaintiffs") motion for final approval of class and Private Attorneys General Act ("PAGA") action settlement is UNOPPOSED and tentatively GRANTED, pending the final fairness hearing and subject to Counsel's clarification regarding their fee-splitting agreement. (Code of Civ. Proc. § 382; Cal. Rules of Court, Rule 3.769.)

Moving counsel's Notice of Motion does not provide notice of the Court's tentative ruling system, as required by Local Rule 1.06. Moving counsel is directed to contact opposing counsel and advise them of Local Rule 1.06, the Court's tentative ruling procedure, and the manner to request a hearing.

Status Conference (Distribution Compliance Hearing) is scheduled for 05/21/2027 at 10:30 AM in Department 8B at Tani G. Cantil-Sakauye Courthouse.

The Court has provided specific direction on the information and argument the Court requires to grant approval of a class action settlement. The Parties shall carefully review the Checklist for Approval of Class Action Settlements and fully comply with each applicable item to ensure a prompt ruling from the Court.

Moving Counsel's declaration fails to attest that they have reviewed the Court's checklist and their briefing complies with the checklist, as required by Local Rule

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

2.99.05. The Court, in its discretion, has nonetheless considered Plaintiffs' motion. Counsel is admonished that any future failure to include the attestation in counsel's declaration may result in the denial of the motion without prejudice. (Local Rule 2.99.05(C).) Failure to comply with the checklist may lead to an order to show cause regarding sanctions and/or a reduction in the requested attorneys' fee award. (*Id.*, 2.99.05(D).)

NOTICE:

The Parties' **APPEARANCE IS REQUIRED** at the final fairness hearing.

The Parties are encouraged to appear via Zoom with the links below:

To join by Zoom link - <https://saccourt-ca-gov.zoomgov.com/j/16184738886>

To join by phone dial (833) 568-8864 ID 16184738886

Parties requesting services of a court reporter will need to arrange for private court reporter services at their own expense, pursuant to Government Code §68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website. Parties may contact Court-Approved Official Reporters Pro Tempore by utilizing the list of Court Approved Official Reporters Pro Tempore.

*If you are not using a reporter from the Court's Approved Official Reporter Pro Tempore list, a Stipulation and Appointment of Official Reporter Pro Tempore (CV/E-206) must be signed by each party, the private court reporter, and the Judge. **The signed form must be filed with the clerk prior to the hearing.***

If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a Request for Court Reporter by a Party with a Fee Waiver (CV/E-211). The form must be filed with the clerk at least 10 days prior to the hearing or at the time the hearing is scheduled if less than 10 days away. Once approved, the clerk will forward the form to the Court Reporter's Office and an official reporter will be provided.

Background

On March 15, 2024, Plaintiff Gilmore provided written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendant United Site Services of California, Inc. ("Defendant") of the specific provisions of the California Labor Code that were alleged to be violated. (Parker-Fawley Decl. [filed 7-31-25 ISO Prelim. App], ¶ 1, Exh. A.) On June 4, 2025, Plaintiff Gilmore filed a class action complaint for damages and enforcement under PAGA (the "*Gilmore Action*"). (*Id.*, ¶ 2.)

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On June 21, 2024, Plaintiff Pellerin provided notice to the LWDA and Defendant of his intent to pursue civil penalties under PAGA for alleged violations of the California Labor Code. (Parker-Fawley Decl., ¶ 4.) On May 20, 2024, Plaintiff Pellerin filed a wage-and-hour class action complaint for damages in the Superior Court for the County of Sacramento, captioned *Noel C. Pellerin v. United Site Services of California, Inc.*, Case No. 24CV009938 (“*Pellerin Class Action*”). (*Ibid.*) On August 27, 2024, Plaintiff Pellerin filed a complaint under PAGA in the Superior Court for the County of Los Angeles, captioned *Noel C. Pellerin v. United Site Services of California, Inc.*, Case No. 24STCV21871 (“*Pellerin PAGA Action*”) (collectively with the *Gilmore Action* and the *Pellerin Class Action*, the “*Actions*”). (*Ibid.*)

On June 30, 2025, Plaintiff Gilmore sent an Amended PAGA Notice to Defendant and the LWDA. (Parker-Fawley Decl., ¶ 6, Exh. 2.) On July 30, 2025, Plaintiff Gilmore sought leave to file a First Amended Complaint (“FAC”), adding Plaintiff Pellerin as a named plaintiff in the *Gilmore Action*. (*Id.*, ¶ 7.) On August 13, 2025, the Court granted Plaintiff leave to file the FAC. (8-13-25 Order.) On August 27, 2025, Plaintiffs filed the FAC.

On August 22, 2025, the Court tentatively granted Plaintiff Gilmore’s motion for preliminary approval. (8-22-25 Minute Order.) The Court granted preliminary approval on September 3, 2025. (9-3-25 Order.)

On January 5, 2026, Defendant filed a “Suggestion of Bankruptcy” as it related to Defendant and its parent company and notice of the automatic bankruptcy stay. (1-5-26 Suggestion of Bankruptcy.) As a result of the stay, Plaintiffs did not move for final approval in February 2026 as anticipated. (2-19-26 Joint CMC Statement.) However, the hearing was reset after Defendant and its parent emerged from bankruptcy on March 3, 2026. (7-16-26 Joint CMC Statement.) Plaintiffs now move for final approval of the Parties’ Class Action and PAGA Settlement Agreement (“Agreement”). (Parker-Fawley Decl., ¶ 8, Exh. 3 (“SA”).) Concurrent with the filing of the instant motion, Plaintiffs provided a copy of the Agreement and the moving papers to the LWDA. (7-30-26 Proof of Service.)

Legal Standard

Courts review class action settlements in a three-stage process: (1) an earlier conditional review by the court; (2) a period during which notice is distributed to class members for their comments or objections; and (3) a later detailed review after the notice period when the court decides whether to give “final approval.” (Rubenstein, Newberg and Rubinstein on Class Actions (6th Ed. 2025) § 13:1 (Newberg); see also Cal. R. Ct. Rule 3.769.) This procedure, which is commonly utilized by both federal and state courts, assures class members of the protection of procedural due process safeguards and enables a court to fulfill its role as the guardian of the interest of the settlement class.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

As required by the applicable Rule of Court, the Court must conduct a final approval hearing to inquire into the fairness of the proposed settlement. (Cal. R. Ct., Rule 3.769(g).) The Court has broad discretion to determine whether a proposed settlement in a class action is fair. (*Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438.) The law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. (See Newberg, *supra*, § 13:44 (and cases cited therein); *Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276; *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943, 950.) In approving a class action settlement, the Court must “satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) In making its fairness determination, the Court should consider the relevant factors, such as the strength of the plaintiffs’ case, the risk, expenses, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, and the reaction of the class members to the proposed settlement. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) “The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.” (*Kullar, supra*, 168 Cal.App.4th at p. 130 [internal quotes omitted].) Ultimately, the court’s determination is simply “an amalgam of delicate balancing, gross approximations and rough justice.” (*Id.*, at p. 1801.)

Settlement Agreement and Class Response

Under the terms of the Agreement, Defendant denies liability, but agrees to pay a Gross Settlement Amount (“GSA”) of \$1,462,500 to resolve Plaintiffs’ claims. (SA, ¶¶ 1.24, 2.8, 3.1, 7.1.) Here, Plaintiffs represent the following class: “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 Class Period.” (*Id.*, ¶ 1.5.) The Class Period means the period from May 15, 2022 to April 7, 2025. (*Id.*, ¶ 1.12.)

The GSA is all-inclusive of all payments contemplated in this Settlement, excluding Employer Taxes which shall be separately paid by Defendant to the Administrator. (SA, ¶ 3.1.) Within 30 calendar days of the Effective Date,^[1] Defendant will make a one-time deposit of the full GSA, plus the Employer Taxes, to the Administrator. (*Ibid.*) The Administrator will disburse the entire GSA without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment, and none of the GSA will revert to Defendant. (*Ibid.*)

The following amounts will be paid from the GSA:

- Class Representative Service Payments to Plaintiffs of not more than \$10,000 each. (SA, ¶ 3.2.1.)
- A Class Counsel fees payment of not more than one-third of the GSA (\$487,500) and a Class Counsel litigation expenses payment for reimbursement of actual costs and expenses in the amount of up to \$30,000. (*Id.*, ¶ 3.2.2.)
- The payment of reasonable costs of administration, which is currently

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

estimated not to exceed \$14,500, except for a showing of good cause and as approved by the Court. (*Id.*, ¶ 3.2.3.)

- PAGA penalties in the amount of \$150,000, with 75% (\$112,500) paid to the LWDA and 25% (\$37,500) distributed to the Aggrieved Employees as Individual PAGA Payments. (*Id.*, ¶ 3.2.7.)

The remaining amount – the Net Settlement Amount (“NSA”) is approximately \$760,500 and will be distributed to the Participating Class Members as Individual Settlement Shares. (SA, ¶¶ 1.26, 1.29, 3.2.6.) Individual Settlement Shares will be calculated and apportioned on a pro rata basis as follows: (1) after preliminary approval, the Administrator will divide the NSA by the Workweeks of all Class Members to yield the Estimated Workweek Value, and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement; and (2) after final approval, the Administrator will divide the NSA by the total number of Workweeks worked by all Participating Class Members during the Class Period to yield the Final Workweek Value and multiply each Participating Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share. (*Id.*, ¶¶ 3.2.6.1, 3.2.6.2.) Similarly, the Individual PAGA Payments will be calculated and apportioned from the 25% portion of the PAGA penalties, based on the Aggrieved Employees’ PAGA pay periods during the PAGA Period. (*Id.*, ¶ 3.2.7.1.) For tax purposes, the Individual Settlement Shares will be allocated as follows: 20% allocated to the settlement of wages claims, which will be reported on an IRS W-2 Form, and 80% allocated to the settlement of claims for interest and penalties, which will be reported on IRS 1099 Forms. (*Id.*, ¶ 3.2.6.3.) The Administrator will report 100% of the Individual PAGA Payments on IRS 1099 Forms. (*Id.*, ¶ 3.2.7.3.)

Within 7 calendar days of the funding of the GSA, the Administrator will issue payments distributing the settlement. (SA, ¶¶ 3.1, 4.16.) The Administrator will issue checks for the Individual Settlement Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. (*Id.*, ¶ 4.16.1.) Before mailing any checks, the Settlement Administrator must update the recipients mailing addresses using the National Change of Address Database. (*Ibid.*) Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. (*Id.*, ¶ 4.16.2.) The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (*Id.*, ¶ 4.16.1.) For any Class Member whose Individual Settlement Payment check or Individual PAGA Payment check is uncashed and cancelled after the 180-day check-cashing deadline, all funds associated with such cancelled checks will be distributed by the Administrator, to California State Controller’s Office Unclaimed Property Fund in the name and respective payment amounts for the Participating Class Members or Aggrieved Employees whose checks were cancelled. (*Id.*, ¶ 4.16.3.)

Upon the Effective Date and the full funding of the GSA, the Plaintiffs, the Class Members, and Aggrieved Employees release as follows:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

- Plaintiffs are subject to a general release. (SA, ¶ 5.1.)
- “Plaintiffs and all Participating Class Members (i.e., Class Members who do not submit a timely and valid Request for Exclusion[...] release Released Parties from all claims that were alleged, or reasonably could have been alleged based upon the facts alleged in the Operative Complaint which occurred during the Class Period, including, any and all claims, actions and causes of action, arising during the Class Period, for: (1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums); (3) violation of California Labor Code § 226.7 (unpaid rest period premiums); (4) violation of California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); (5) violation of California Labor Code §§ 201 and 202 (final wages not timely paid); (6) violation of California Labor Code § 204 (wages not timely paid during employment); (7) violation of California Labor Code § 226(a) (non-compliant wage statements); (8) violation of California Labor Code § 1174(d) (failure to keep requisite payroll records); (9) violation of California Labor Code §§ 2800 and 2802 (unreimbursed business expenses); (10) violation of California Labor Code § 227.3 (failure to pay vested vacation time); (11) violation of California Business & Professions Code §§ 17200, *et seq.*, and those claims predicated on the same or similar facts and/or claims alleged in the Actions by Plaintiffs in or prior to the Actions, including claims based on the regular rate of pay, and claims for interest, penalties, pursuant to the California Labor Code and California Industrial Welfare Commission, wages for violations of Labor Code Sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 205, 205.5, 210, 212, 213, 218, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 11821.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2800, 2802, 2810.5, 3366, 3457, and 8397.4 and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.*” (SA, ¶ 5.2.)
- “[A]ll Aggrieved Employees, the State of California with respect to Aggrieved Employees, and Plaintiffs are deemed to release[...] the Released Parties for civil penalties under California Labor Code § 2698, *et. seq.*, arising out the facts alleged in the LWDA Notices and Operative Complaint, for violations of California Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204.1, 205, 205.5, 210, 212, 213, 218, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2698, 2699, 2699.3, 2699.5, 2800, 2802, 2810.5, 3366, 3457, and 8397.4, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.*” (*Id.*, ¶ 5.3.)

Mayra Gonzalez, a Case Manager for Phoenix Settlement Administrators (“Phoenix”) attests that the Court-approved Notice was mailed, in English and Spanish, to all 1,392 individuals identified in the class data via U.S. First Class Mail on October 20, 2025, after conducting a National Change of Address database search. (Gonzalez Decl., ¶¶ 3-5.) A total of zero Notices were returned as undeliverable. (*Id.*, ¶ 6.) Phoenix received

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two requests for exclusion from Class Members. (*Id.*, ¶ 7.)^[2] Phoenix has not received any written disputes or objections to the settlement. (*Id.*, ¶¶ 8-9.) Accordingly, Phoenix reports a total of 1,390 participating Class Members, representing 99.89% of the Class. (*Id.*, ¶ 10.) Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately \$1,083.38, the lowest is approximately \$7.08, while the average is approximately \$547.12. (*Id.*, ¶ 13.)

Counsel attests to their extensive experience in similar cases. (Slinger Decl., ¶¶ 16-20; Bibiyan Decl., ¶¶ 2-14.) Having provided sufficient information regarding damage analysis at preliminary approval, the Court is inclined to find, subject to the final fairness hearing, that the Settlement is within the ballpark of reasonableness and is entitled to a presumption of fairness and all relevant factors presently support final approval.

PAGA Payment

The Agreement provides for the payment of PAGA penalties in the amount of \$150,000, with 75% (\$112,500) paid to the LWDA and 25% (\$37,500) distributed to the Aggrieved Employees as Individual PAGA Payments. (SA, ¶ 3.2.7.) The Aggrieved Employees are “all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.” (*Id.*, ¶ 1.4.) The PAGA Period means the period from March 15, 2023 to April 7, 2025. (*Id.*, ¶ 1.33.) As discussed above, the Aggrieved Employees’ portion of the PAGA penalties will be distributed on a pro rata basis and the Aggrieved Employees are subject to a separate release. (*Id.*, ¶¶ 3.2.7.1, 5.3.) The Agreement makes clear that Aggrieved Employees cannot opt out of the PAGA portion of the settlement. (*Id.*, ¶ 4.7.4.)

Phoenix reports 1,177 Aggrieved Employees. (Gonzalez Decl., ¶ 14.) The highest Individual PAGA Payment to be paid is approximately \$77.97, the lowest is approximately \$0.51, and the average is approximately \$31.86. (*Ibid.*) Having previously found Counsel’s valuation well-reasoned and persuasive at the preliminary approval stage, the PAGA Penalty is tentatively approved.

Class Counsel Fees and Costs

Courts generally recognize two methods for calculating fees in civil class actions: the lodestar/multiplier method and the percentage-of-recovery method. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254.) “The percentage method calculates the fee as a percentage share of a recovered common fund or the monetary value of plaintiffs’ recovery. The lodestar method, or more accurately the lodestar-multiplier method, calculates the fee ‘by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate.’” (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 489.) In determining fees and costs to be awarded to Class Counsel, the Court must exercise its judicial function and make a decision on the propriety of the fees requested; it should not, and does not, abdicate its charge to make a decision simply because the parties may have reached their own agreement in this regard. The choice of a fee calculation method is generally one within the discretion of the trial court, the

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goal “being the award of a reasonable fee to compensate counsel for their efforts.” (*Id.* at p. 504.) “‘The lodestar method better accounts for the amount of work done, while the percentage of the fund method more accurately reflects the results achieved.’ Each has been championed and criticized for its respective advantages and disadvantages.” (*Ibid.*, quoting *Rawlings v. Prudential-Bache Properties, Inc.* (6th Cir. 1993) 9 F.3d 513, 516.)

The Agreement provides for a Class Counsel fees payment of not more than one-third of the GSA (\$487,500) and a Class Counsel litigation expenses payment for reimbursement of actual costs and expenses in the amount of up to \$30,000. (SA, ¶ 3.2.2.) Despite the Court’s clear instruction at preliminary approval, Counsel fail to describe their fee-splitting agreement or confirm that Plaintiffs gave written approval. Counsel must confirm at the final approval hearing.

Plaintiffs argue that the requested fee award is appropriate as a percentage of the common fund, which better approximates the legal marketplace, and is well within the range of reasonableness based on the work performed, risks incurred, results obtained, and experience of Class Counsel in handling similar matters. (Mot., pp. 13:11-15:25.) Plaintiffs further argue that the requested fee award is reasonable based on the following factors: the time and labor involved; the skill required; the contingent nature of the fee; the amount involved and results achieved; and the reputation and ability of Counsel. (*Id.*, pp. 16:1-19:11.) Finally, Plaintiffs argue that a lodestar cross-check also confirms the reasonableness of the requested award. (*Id.*, pp. 19:12-21:17.)

Counsel’s lodestar is broken down as follows:

Attorney	Experience	Rate	Time	Total
Lawyers for Justice, PC				
Edwin Aiwazian	21 years	\$1,495.00	29.70	\$44,401.50
Arby Aiwazian	15 years	\$1,295.00	37.10	\$48,044.50
Joanna Ghosh	15 years	\$1,295.00	2.00	\$2,590.00
Elizabeth Parker-Fawley	11 years	\$850.00	23.8	\$20,230.00
Brian J. St. John	10 years	\$850.00	1.10	\$935.00
Aliza Grossman	9 years	\$850.00	31.40	\$26,690.00
Hagit Golzer	7 years	\$850.00	13.10	\$11,135.00
Arman Marukyan	6 years	\$850.00	0.90	\$765.00
Yasmin Hosseini	6 years	\$850.00	1.40	\$1,190.00
Morgan Barney	3 years	\$725.00	50.20	\$36,395.00
Ryan Slinger	2 years	\$725.00	10.00	\$7,250.00
Harris Koepenick	0.6 years	\$575.00	16.90	\$9,717.50
Melissa A. LeBlanc-Mansell (Former)	14 years	\$850.00	6.70	\$5,695.00
Talar Derohannesian (Former)	9 years	\$725.00	5.3	\$3,842.50

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Gabriella Sole (Former)	3 years	\$575.00	3.60	\$2,070.00
Kareen Shatikian (Former)	3 years	\$575.00	7.80	\$4,485.00
Ani O. Menedjian (Former)	1 years	\$575.00	19.00	\$10,925.00
Bibiyan Law Group, PC				
David D. Bibiyan		\$1,100	11.30	\$12,430.00
Molly DeSario		\$1,100	19.20	\$21,120.00
Vedang J. Patel		\$800	22.80	\$18,240.00
Henry Glitz		\$700	78.10	\$54,670.00
Paralegals		\$200	11.20	\$2,240.00
Legal Assistants		\$95	9.50	\$902.50
		Total:	412.1	\$345,963.50

(Slinger Decl., ¶ 12, Exh. 1; Bibiyan Decl., ¶ 17.) Mr. Slinger provides a firm-level summary of the tasks performed and the time spent on those tasks. However, Mr. Bibiyan fails to provide any summary of the work performed. While the production of actual billing entries is not required, the Court requires a summary of the legal tasks performed and the approximate hours spent on each task. (See Checklist, § II, ¶ 2(d).) While the Court will not require supplemental briefing here, Counsel is advised that any future requests should include a summary of the legal tasks performed by each billing attorney and the approximate hours spent on **each** task by **each** billing professional.

Moreover, where Counsel seeks to recover for paralegal services, Counsel's declaration must provide a verification that each paralegal meets the requirements of Business & Professions Code section 6450 *et seq.*, including qualifications and continuing education. (See Checklist, § II, ¶ 2(e).) Finally, Counsel is expected to provide sufficient information regarding Counsel's experience, "including the years or experience and experience in class litigation generally." (*Id.*, ¶ 2(a).) Mr. Bibiyan fails to provide complete experience information for the Counsel listed above or any information regarding the qualifications for the unnamed paralegals and legal assistants included. Counsel is expected to exercise care and diligence in preparing materials for the Court's review.

Continued failure to comply with the Court's Checklist will not be tolerated.

A reasonable hourly rate "is the product of a multiplicity of factors," including the general market rate. (See *Margolin v. Regional Planning Com.* (1982) 134 Cal.App.3d 999, 1003-1004.) "The determination of the 'market rate' is generally based on the rates prevalent in the community where the court is located." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 701; see also *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1094.) In the Court's experience, the hourly rates for the Lawyers for Justice, PC and Bibiyan Law Group, P.C. are high for this region.

Nonetheless, the Court is persuaded that the requested award is reasonable as a

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percentage of the common fund. Accordingly, the requested fee award is approved.

Counsel attests to incurring a total of \$17,710.27 in litigation costs, with \$15,374.73 incurred by Lawyers for Justice, PC and \$2,335.54 incurred by Bibiyan Law Group, PC. (Slinger Decl., ¶ 21, Exh. 2; Bibiyan Decl., ¶ 18, Exh. 1.) The Court finds these costs reasonable and appropriate.

Settlement Administrator

Phoenix attests that its total fees and costs for services in connection with the administration of this settlement are \$14,500. (Gonzalez Decl., ¶ 16, Exh. B.) The Court finds these costs reasonable and appropriate.

Class Representative Service Payment

The Agreement provides for Class Representative Service Payments to Plaintiffs of not more than \$10,000 each. (SA, ¶ 3.2.1.) Plaintiffs described their efforts and estimated the time they each spent prosecuting this action. (Gilmore Decl., ¶¶ 2-5 [63 hours]; Pellerin Decl. ISO Prelim App., ¶¶ 9-15 [29 hours].)

The Court finds these payments justified based on Plaintiffs' declarations and in the absence of any objections to the awards.

Disposition

In sum, and subject to the final fairness hearing, the Court tentatively concludes that the settlement is entitled to final approval. Provided that no objection is asserted by any Class Member at the hearing on this matter and Counsel clarify their fee-splitting agreement, the Court will sign the Proposed Order submitted with Plaintiffs' moving papers, correcting references to the presiding judge.

To the extent there are any DOE Defendants in this action, they are DISMISSED.

Any further Case Management Conferences and compliance hearings shall be handled by this Department. This Department shall monitor compliance with the settlement approval through and including the disbursement of any uncashed amount to the Unclaimed Property Fund.

The Court sets a Compliance Hearing for **May 21, 2027 at 10:30 a.m.** At least 15 calendar days prior to the Compliance Hearing, Counsel shall file a declaration regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required.

¹¹ The Effective Date "means the date when the Settlement becomes final. The Settlement will become final upon the latest of the following dates: (1) if no Class Member timely and properly objects, intervenes or files a motion to vacate the judgment under Code of Civil Procedure § 663,

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then the date the Court enters an order granting Final Approval of the Settlement; (2) if a Class Member objects, intervenes or files a motion to vacate the judgment, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (3) if a Class Member timely and properly intervenes or files a motion to vacate the judgment under Code of Civil Procedure § 663, and if a timely appeal is filed, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.” (SA, ¶ 1.20.)

^[2] While Ms. Gonzalez’s declaration does not identify the individuals who requested exclusion, Plaintiffs’ proposed order indicates that Darrian M. Dickens and Jose L. Ruiz Cardona requested exclusion.

Counsel for Plaintiffs is directed to notice all parties of this order.

Please note that the Complex Civil Case Department now provides information to assist you in managing your complex case on the Court website at <https://www.saccourt.ca.gov/divisions/civil/complex-civil-cases>. The Court strongly encourages parties to review this website regularly to stay abreast of the most recent complex civil case procedures. Please refer to the website before directly contacting the Court Clerk for information.

COURT RULING:

The matter came before the Court this date for a Motion for Final Approval of Settlement with the above indicated counsel present via Zoom.

The Court and counsel discussed the tentative ruling and clarified the fee splitting agreement and whether it had been signed by the clients as more fully stated in the record. Thereafter, the Court ordered counsel to submit a new order for signature and the tentative ruling was affirmed.

By: 
A. O'Donnell, Deputy Clerk

Minutes of: 08/28/2026
Entered on: 08/28/2026

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On September 18, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

David D. Bibiyan, Esq.
Vedang J. Patel, Esq.
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Attorneys for Defendant United Site Services of California, Inc.

[X] BY E-MAIL

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

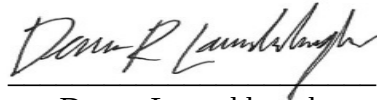
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[X] STATE

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

Executed on September 18, 2026, at Glendale, California.


Deven Launchbaugh