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

13 JAIME FARIAS, individually, and on behalf of
14 all others similarly situated,

15 *Plaintiff,*

16 v.

17 LABOR RESOURCE GROUP, INC., a
18 California corporation, CEMCO, INC., a
19 California corporation; and DOES 1 through 10,
20 inclusive,

21 *Defendants.*

Case No. 34-2022-00324254-CU-OE-GDS

Consolidated with 34-2022-00327461-CU-OE-GDS

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Lauri A. Damrell, Dept. 22]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: October 24, 2025

Time: 9:00 a.m.

Dept.: 22

Complaint filed: July 26, 2022

FAC filed: June 24, 2024

SAC filed: February 5, 2025

Trial date: Not set

1 On or around May 23, 2025, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Jaime Farias ("Plaintiff") now seeks an
3 order granting final approval of the Class Action and PAGA Settlement Agreement and Class Notice
4 ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the Declaration
5 of Tyler J. Woods in Support of Plaintiff's Motion for Final Approval of Class Action Settlement as
6 **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the Settlement, and having
11 reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, the
16 Settlement Class Members, and Defendants Labor Resource Group, Inc. and CEMCO, Inc.
17 ("Defendants," and together with Plaintiff, the "Parties").

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval
20 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
21 Agreement, attached to the Declaration of Tyler J. Woods in Support of Plaintiff's Motion for Final
22 Approval of Class Action Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
25 enhancement as set forth below.

26 5. All Participating Class Members, on behalf of themselves and their respective
27 former and present representatives, agents, attorneys, heirs, administrators, successors, and
28 assigns, release Released Parties from all claims that were or could have reasonably been raised in

1 the Action based upon the facts alleged in the Operative Complaint, including claims under Labor
2 Code section 201, 202, 203, 204, 216, 218.5, 222, 223, 226, 226.3, 226.7, 245-248.5, 510, 512,
3 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, California Industrial Welfare
4 Commission Wage Orders, Cal. Code Regs., tit. 8, sections 3395 and 11000, et seq., California
5 Business and Professions Code section 17200, et seq, and all class claims, sick pay claims, meal
6 or rest and recovery period claims, meal or rest and recovery period premium claims, unpaid
7 regular, overtime, and/or minimum wage claims, including but not limited to claims for failing to
8 properly calculate the regular rate of pay for purposes of paying overtime and/or sick pay, meal
9 and rest period premium payments, failing to pay all minimum and overtime wages for hours
10 worked, failure to pay all wages owed upon separation of employment, failure to indemnify
11 employees for all necessary expenditures, failure to provide accurate itemized wage statements and
12 complete payments of wages at separation or termination, failure to provide accurate and itemized
13 wage statements, unfair competition based on the foregoing, unlawful business practices based on
14 the foregoing, fraudulent business practices based on the foregoing, waiting time penalties, interest,
15 fees, costs, and any other claims that could have reasonably been raised based upon the facts
16 alleged in the Operative Complaint (collectively, the “Released Claims”). The Release Period for
17 the claims set forth in this paragraph shall be the Class Period. Except as set forth in Paragraphs
18 5.1 and 5.3 of this Agreement, Participating Class Members do not release any other claims,
19 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
20 Housing Act, unemployment insurance, disability benefits, social security benefits, workers’
21 compensation benefits, or claims based upon facts occurring outside the Class Period “Class
22 Period” means the period from July 26, 2028 to October 31, 2023.

23 6. All Aggrieved Employees, All Aggrieved Employees are deemed to release, on
24 behalf of themselves and their respective former and present representatives, agents, attorneys,
25 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
26 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
27 Operative Complaint and the PAGA Notice. Aggrieved Employees’ release applies only to those
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claims arising during the PAGA Period. “PAGA Period” means the period from September 29, 2021 to October 31, 2023.

7. Upon final approval of the Settlement by the Court, Participating Class Members will release the aforementioned claims against all Released Parties.

8. The Parties shall bear their own respective attorneys’ fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

9. Solely for purposes of effectuating the Settlement, the Court finally certified the following Class – all current and former non-exempt, hourly paid employees who worked for Defendants Labor Resource Group, Inc. and CEMCO, Inc., within the State of California at any time during the Class Period.

10. No Class Member has objected to the terms of the Settlement.

11. No Class Member has requested exclusion from the Settlement.

12. The Notice provided to the Class conforms with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate and pay each Participating Class Member’s Net Settlement Payment are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement Payments to the Participating Class Members in accordance with the terms of the Settlement.

14. Defendants shall pay a total of \$850,000.00 to resolve this litigation and to separately pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

15. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff Jamie Farias, for their services as class representative and for her agreement to release claims.

16. From the Gross Settlement Amount, \$15,000.00 shall be paid to the Settlement Administrator, CPT Group, Inc.

1 17. The Court hereby confirms Tyler J. Woods and Alan Wilcox of Wilshire Law Firm,
2 PLC as Class Counsel.

3 18. From the Gross Settlement Amount, Class Counsel is awarded \$283,333.33 for their
4 reasonable attorneys' fees and \$ 19,238.88 for their reasonable costs incurred in the action. The fees
5 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
6 the fees are reasonable in light of the benefit provided to the Class.

7 19. Without affecting the finality of this Order in any way, this Court retains continuing
8 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
9 to all Parties to this action, and their counsel of record.

10 20. The Parties propose June 12, 2026 at 10:30 a.m. in the above-listed Court and
11 Department for a settlement compliance hearing.

12 21. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
13 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

14 **IT IS SO ORDERED.**

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16 DATE:

17 Hon. Lauri A. Damrell
18 Sacramento County Superior Court
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