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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

JOEL FARIAS and NICHOLAS ALEXANDER
VEGA, on behalf of the State of California and
other aggrieved persons,

Plaintiffs,

v.

HHS CONSTRUCTION, LLC, a California
limited liability company; CONGRUEX
GROUP, LLC, a limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2213104

*[Assigned for All Purposes to the Hon. Joseph
B. Widman, Dept. S36]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND
JUDGMENT THEREON**

Approval of PAGA Settlement Hearing:

Date: April 28, 2026

Time: 9:00 a.m.

Dept: S36

Action Filed: June 23, 2022

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9 Attorneys for Plaintiff
10 Nicholas Alexander Vega

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on April 28, 2026, at 9:00 a.m., in Department S36 of
3 the Superior Court of California, County of San Bernardino, San Bernardino District, located at
4 247 West 3rd Street, San Bernardino, California 92415, the Honorable Joseph B. Widman
5 presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiffs’
6 Motion for Approval of PAGA Settlement (the “Motion”), and for good cause appearing,
7 Plaintiffs’ Motion is GRANTED.

8 The Court approves the Private Attorneys General Act (“PAGA”) Settlement Agreement
9 (“Settlement”) entered into by Plaintiffs Joel Farias and Nicholas Alexander Vega (collectively,
10 “Plaintiffs”) and Defendants HHS Construction, LLC, and Congruex Group, LLC (collectively,
11 “Defendants”) (Plaintiffs and Defendants collectively, the “Parties”), and hereby ORDERS as
12 follows:

13 1. Defendants shall pay the Gross Settlement Amount of \$995,000.00 according to the
14 terms of the Settlement.

15 2. The Net Settlement Amount means the Gross Settlement Amount minus the
16 following: (a) one third (1/3) of the Gross Settlement Amount allocated to Attorneys’ Fees
17 (currently estimated to be \$331,666.66); (b) up to \$40,000.00 allocated to litigation costs; (c)
18 \$10,000.00 allocated to Settlement Administrator Costs; and (d) \$10,000.00 allocated to each of
19 the Plaintiffs (\$20,000.00 total) as Individual Settlement Payments.

20 (a) The Court approves payment to Plaintiffs’ counsel, Wilshire Law Firm,
21 PLC, and James Hawkins APLC of Attorneys’ Fees in the amount of one third (1/3) of the Gross
22 Settlement Amount, to be paid from the Gross Settlement Amount.

23 (b) The Court approves payment to Plaintiffs’ counsel, Wilshire Law Firm,
24 PLC, and James Hawkins APLC of litigation costs in the amount of \$30,748.94, to be paid from
25 the Gross Settlement Amount.

26 (c) The Court approves payment to the Settlement Administrator, Apex Class
27 Action LLC, for its reasonable costs and fees to administer the Settlement, not to exceed
28 \$10,000.00, to be paid from the Gross Settlement Amount.

(d) The Court approves \$10,000.00 to be paid to each of the Plaintiffs (\$20,000.00 total) as Individual Settlement Payments for their efforts as named plaintiffs and representatives for other Aggrieved Employees and the State of California, to be paid from the Gross Settlement Amount.

3. Of the Net Settlement Amount, 75% is allocated to the California Labor & Workforce Development Agency (“LWDA”) and 25% is allocated to the aggrieved employees.

4. The “PAGA Period” is defined as the period from April 8, 2021, through the date of Approval.

5. The “Aggrieved Employees” are all persons employed by any Defendant in hourly or non-exempt positions in California at any time during the PAGA Period. The Aggrieved Employees are bound by the release outlined in Sections W and VII.B of the Settlement Agreement.

6. “Effective Date” means 30 days after the Court’s Approval of the Settlement Agreement (assuming no appeal, motion for reconsideration, or other request for review is filed and, if so, 31 days after all such motions are resolved in favor of appeal).

7. “Released Parties” means (a) Defendant HHS Construction, LLC; (b) Defendant Congruex Group, LLC; (c) Defendants’ respective past, present, and future direct and indirect parents, subsidiaries, related companies, and affiliates, including Insperity PEO Services, L.P.; (d) the past, present, and future shareholders, directors, officers, agents, business partners, employees, clients, attorneys, insurers, predecessors, successors, and assigns of any of the foregoing; and (e) any individual or entity which could be jointly liable with any of the foregoing.

8. The Court directs Defendants to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator by the Effective Date.

9. Release of PAGA Claims: As of the date when Defendants fully fund the Gross Settlement Amount, “[a]ll Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all the Released PAGA Claims.” Released PAGA Claims means “any and all suits, actions, causes of action, claims, or demands for

1 PAGA penalties arising through Approval of the Settlement Agreement based on or arising from
2 any and all claims that were or could have been asserted in the Lawsuits or in Plaintiffs' letters to
3 the LWDA, or based on or arising out of any or all of the facts alleged in any version of the
4 complaints filed in the Lawsuits or in any letter to the LWDA, including without limitation any
5 claims for alleged failure to pay minimum wages, straight wages, or overtime wages, unlawful
6 deductions, unlawful withholdings, failure to provide meal periods, failure to provide rest periods,
7 failure to reimburse for business expenses, failure to provide sick leave, wage notice violations,
8 wage statement violations, failure to pay all wages due upon termination of employment, failure
9 to properly calculate the regular rate of pay, failure to pay employees timely during employment,
10 failure to maintain accurate records of hours worked and meal periods, failure to produce requested
11 employment records, unfair business practices in violation of California Business and Professions
12 Code sections 17200, et seq., and statutory penalties based on the foregoing under PAGA (Lab.
13 Code section 2698, et seq.) Nothing in this provision releases any claims that cannot be released
14 as a matter of law, but this paragraph will be given the broadest possible interpretation allowable
15 by law."

16 10. The Settlement Administrator will calculate each Individual PAGA Payment as
17 follows: (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by
18 the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA
19 Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

20 11. The Court directs the Administrator to send the Settlement Notice, attached as
21 **Exhibit 5** to the Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion for Approval of
22 PAGA Settlement, to the Aggrieved Employees with the Individual PAGA Payments to be issued
23 pursuant to the Settlement.

24 12. Within 21 days after Defendant fully funds the Gross Settlement Amount, the
25 Administrator shall mail the Notice of Settlement together with settlement checks containing the
26 Individual PAGA Settlement Payments to all Aggrieved Employees; and the Administrator shall
27 transmit the checks for the Individual Settlement Payments, the LWDA PAGA Penalties payment,
28 the Administration Expenses Payment, the Attorneys' Fees Payment, and the Litigation Expenses

1 Payment in accordance with the Settlement Agreement. Disbursement of the Attorneys' Fees
2 Payment shall not precede disbursement of Individual PAGA Settlement Payments.

3 13. The Court directs the Parties and the Settlement Administrator to carry out the terms
4 of the Settlement.

5 14. Under California Code of Civil Procedure section 664.6, the Court retains
6 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's
7 terms.

8 15. Upon completion of the Settlement, the Administrator will provide written
9 certification of the completion to the Court and counsel for the Parties which shall be filed with
10 the Court on or before _____, 2026 (suggested 15 days prior to compliance
11 hearing). The Court sets a final accounting hearing to assess compliance with this Order and the
12 Settlement Agreement for _____ at _____ a.m./p.m. in Dept. S36 of the above-
13 referenced courthouse.

14 16. The entire Action will be dismissed, with prejudice, at the final accounting hearing
15 and upon the terms set forth in the Settlement Agreement, assuming full compliance with this Order
16 and the Settlement Agreement by that date.

17 17. Plaintiffs are directed to submit a copy of this Order to the LWDA within 10
18 calendar days after the entry of this Order.

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

20
21 DATE: _____

22 _____
23 HON. JOSEPH B. WIDMAN
24 JUDGE OF THE SUPERIOR COURT
25
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