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

EDGAR JESUS LARA and MARK SEXTON,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

EMERALD SITE SERVICES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Lead Case No.: 34-2022-00332284
Consolidated Case No.: 23CV005919

Assigned for all purposes to:
Hon. Jill H. Talley
Dept. 23

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

EDGAR JESUS LARA and MARK SEXTON,
individually, and on behalf of the State of
California and other aggrieved persons,

Plaintiffs,

v.

EMERALD SITE SERVICES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

FINAL APPROVAL HEARING
Date: January 16, 2026
Time: 9:00 a.m.
Dept.: 23

1 This matter came on for hearing on January 16, 2026 at 9:00 a.m., in Department 23 of
2 the above-referenced Court on the Motion for Final Approval of Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769. On August 26, 2025, this Court issued an
4 Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA
5 Settlement ("MPA Order"). Plaintiffs Edgar Jesus Lara and Mark Sexton ("Plaintiffs") now seek
6 an order granting final approval of the Class Action and PAGA Settlement Agreement
7 ("Settlement"), a copy of which is attached to the Declaration of John G. Yslas in Support of
8 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit**
9 **1**.

10 Having received and considered the Settlement, the supporting papers filed by the
11 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
12 of Class Action and PAGA Settlement granted on August 26, 2025, and the instant Motion for
13 Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the
14 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

15 1. Pursuant to the MPA Order, the Class Notice was sent to each Class Member by First
16 Class mail. These papers informed Class Members of the terms of the Settlement, their right to
17 receive an Individual Settlement Payment, and their right to: (a) comment on or object to the
18 Settlement; (b) request exclusion from the Settlement and pursue their own remedies; (c) dispute
19 the calculation of their Individual Settlement Payment; and (d) appear at the final approval hearing.
20 No Class Member has objected to the proposed Settlement, and no Class Member has requested
21 exclusion.

22 2. The Court finds and determines that this notice procedure afforded adequate protections
23 to Class Members and provides the basis for the Court to make an informed decision regarding
24 approval of the Settlement based on the responses of the Class. The Court finds and determines
25 that the notice provided in this case was the best notice practicable, which satisfied the
26 requirements of law and due process.

27 3. With respect to the Class and for purposes of approving this Settlement only, this Court
28 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that

1 joinder of all members is impracticable; (b) there are questions of law or fact common the class
2 and a well-defined community of interest among members of the Class with respect to the subject
3 matter of the action; (c) the claims of Class Representatives Edgar Jesus Lara and Mark Sexton are
4 typical of the claims of the Class Members; (d) the Class Representatives have fairly and
5 adequately protected the interests of the Class; (e) a class action is superior to other available
6 methods for an efficient adjudication of this controversy; and (f) counsel of record for the Class
7 Representatives are qualified to serve as Class Counsel.

8 4. The Court has certified a Class for settlement purposes only, defined all persons
9 who worked for any Defendant in California as an hourly-paid or non-exempt employee at any
10 time during the Class Period (from July 5, 2018 through August 26, 2025). The Court deems this
11 definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

12 5. The Court hereby confirms John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, Lisa B.
13 Iturriaga, and Andrew Sandoval of Wilshire Law Firm, PLC as Class Counsel.

14 6. The Court hereby confirms Plaintiffs as the Class Representatives.

15 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
16 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
17 found that the Settlement was reached as a result of informed and non-collusive arm's length
18 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
19 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
20 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
21 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
22 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
23 the Settlement and recognizes the significant value accorded to the Class.

24 8. The Court hereby approves that Defendant Emerald Site Services, Inc. ("Defendant")
25 shall pay a total of \$495,000.00 to resolve this litigation.

26 9. The Court finds and determines that the Individual Settlement Payments to be paid
27 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
28

hereby gives final approval to and orders the payment of those amounts to be made to the Settlement Class Members in accordance with the Settlement.

10. From the Settlement Amount, the Court finds and determines that payment of \$25,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and Workforce Development Agency will receive 75% (\$18,750.00), and the remaining 25% (\$6,250.00) will be distributed to Aggrieved Employees (defined as all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period (June 2, 2022 through August 26, 2025). The Court hereby grants final approval to and orders the payment of the amount in accordance with the Settlement.

11. From the Settlement Amount, the Court finds and determines the Class Representatives Service Payments of \$10,000.00 each to the named Plaintiffs (\$20,000.00 total) are fair and reasonable. The Court hereby grants final approval to and orders the payment of that amount to be paid to the named Plaintiffs for their service as class representatives and for their agreement to release claims.

12. From the Settlement Amount, the Court finds and determines that the fees and expenses in administering the Settlement incurred by Phoenix Settlement Administrators (“Phoenix”) in the amount of \$7,925.00 are fair and reasonable. The Court hereby grants final approval to and orders the payment of that amount in accordance with the Settlement.

13. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount of \$165,000.00 and litigation costs in the amount of \$20,655.02. The Court hereby grants final approval to and orders the payment of those amounts in accordance with the Settlement.

14. Without affecting the finality of this Order or the entry of judgment in any way, this Court retains continuing jurisdiction of all matters relating to the implementation, interpretation, administration, effectuation and enforcement of this order and the Settlement.

15. Defendant shall not have any further liability for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

1 16. Neither the making of this Settlement nor the entry into the Settlement constitutes an
2 admission by Defendant, nor is this order a finding of the validity of any claims in this case or of
3 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
4 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
5 to carry out the terms of the Settlement be construed as an admission or concession by or against
6 Defendant.

7 17. Upon completion of administration of the Settlement, the Settlement Administrator will
8 provide written certification of such completion to the Court, which shall be filed with the Court
9 at least fifteen (15) days before the settlement compliance hearing set for **January 15, 2027 at**
10 **10:30 a.m.** (if the Court is satisfied that the settlement funds have been fully distributed, no
11 appearance will be required at the settlement compliance hearing).

12 18. The Court hereby enters final judgment in accordance with the terms of the Settlement,
13 the MPA Order, and this Order.

14 19. The Parties will bear their own costs and attorneys' fees except as otherwise provided
15 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

16 **IT IS SO ORDERED.**

17
18 Dated: _____

Honorable Jilly H. Talley
Judge of the Superior Court