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

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

15 *Plaintiffs,*

16 v.

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

19 *Defendants.*

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

22 *Plaintiffs,*

23 v.

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

26 *Defendants.*

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

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

[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Date: August 22, 2025
 Time: 9:00 a.m.
 Dept.: 23

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs Edgar Jesus Lara and Mark Sexton's ("Plaintiffs") Motion
3 for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of
4 John G. Yslas, Plaintiffs' declarations, and the Class Action and PAGA Settlement Agreement
5 ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
9 terms set forth in the Settlement Agreement between Plaintiffs and Defendant Emerald Site
10 Services, Inc. ("Defendant"), attached to the Declaration of John G. Yslas in Support of
11 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit**
12 **1**.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$495,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
18 a \$25,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
19 which (\$18,750.00) will be paid to the State of California, Labor & Workforce Development
20 Agency and 25% of which (\$6,250.00) will be paid to eligible Aggrieved Employees; (c)
21 Incentive Award ("Class Representative Service Payment") of up to \$10,000.00 to each Plaintiff
22 (for a total of \$20,000.00); (d) Class Counsel's attorneys' fees, not to exceed one-third (1/3) of
23 the Gross Settlement Amount (i.e., \$165,000.00), and up to \$25,000.00 in costs for actual
24 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
25 \$7,925.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

1 and reasonable to the Class Members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
12 Workforce Development Agency for its share of the settlement of claims for penalties under the
13 Private Attorneys General Act, and the Class Representative's Service Payment should be
14 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
15 in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Class"): means "all persons who worked for any Defendant in California as an hourly-paid
18 or non-exempt employee during the Class Period."

19 6. "Class Period" means the period from July 5, 2018 to the date the Court grants
20 preliminary approval of the Settlement.

21 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
23 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
24 of law and fact that are common, or of general interest, to all Settlement Class Members, which
25 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
27 the interests of the Settlement Class Members; and (5) a class action is superior to other
28 available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representative, for settlement purposes only, Plaintiffs. The Court further preliminarily approves Plaintiffs' ability to request an incentive award up to \$10,000.00 each.

9. The Court appoints, for settlement purposes only, John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, Lisa B. Iturriaga, and Andrew Sandoval of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount (i.e., \$165,000.00), and costs not to exceed \$25,000.00.

10. The Court appoints Phoenix Settlement Administrators ("PSA") as the Settlement Administrator with reasonable administration costs estimated not to exceed \$7,925.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

14. The Court orders the following implementation schedule:

EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	7 calendar days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Notice Packets	14 calendar days after receipt of the Class Data

