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Attorneys for Plaintiffs

**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 with Case No. 23CV005919

CLASS ACTION

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

**NOTICE OF TENTATIVE RULING AND
MINUTE ORDER**

FINAL APPROVAL HEARING

Date: January 16, 2026
Time: 9:00 am
Dept: 23

Complaint filed: December 30, 2022
PAGA filed: August 2, 2023
Trial date: Not set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** on August 22, 2025, the Court issued the Tentative Ruling and
3 Minute Order. A copy of the Tentative Ruling and Minute Order is attached hereto as **Exhibit A**.

4
5 Respectfully submitted,

6 Dated: September 3, 2025

WILSHIRE LAW FIRM, PLC

7
8 By: *Lisa Iturriaga*
Lisa Iturriaga, Esq.

9 Attorneys for Plaintiffs
10 Edgar J. Lara and Mark Sexton
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PROOF OF SERVICE

Edgar J. Lara and Mark Sexton v. Emerald Site Services, Inc.
34-2022-00332284 and 23CV005919

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Letty Zepeda, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby. Los Angeles, California 90017. My electronic service address is letty.zepeda@wilshirelawfirm.com.

On September 3, 2025, I served the foregoing **NOTICE OF TENTATIVE RULING AND MINUTE ORDER**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Derek S. Sachs, Esq. 1 (SBN 253990)
DSachs@ohaganmeyer.com
Elaine M. McCormick (SBN 340044)
EMcCormick@ohaganmeyer.com
O'HAGAN MEYER LLP
One Embarcadero Center, Suite 2100
San Francisco, CA 94111
Telephone: (916) 313-3630

Attorneys for Defendant(s), Emerald Site Services, Inc.

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person at the email addresses listed above using One Legal.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on September 3, 2025, at Los Angeles, California.

Letty Zepeda
Letty Zepeda

EXHIBIT A

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

**34-2022-00332284-CU-OE-GDS: Edgar Jesus Lara vs. Emerald Site Services, Inc
08/22/2025 Hearing on Motion for Preliminary Approval of Settlement in Department 23**

Tentative Ruling

NO APPEARANCE REQUIRED

****If oral argument is requested, arguments will be heard on Friday September 19, 2025, at 9:00 a.m. in this department. The Court is unavailable on August 22, 2025.***

Plaintiffs Edgar Jesus Lara and Mark Sexton’s (“Plaintiffs”) motion for preliminary approval of class and Private Attorneys General Act (“PAGA”) settlement is UNOPPOSED and GRANTED as follows.

Overview

This is a consolidated wage and hour action. On December 30, 2022, Plaintiffs filed a class action complaint against Defendant Emerald Site Services, Inc. (“Defendant”). Plaintiffs allege the following causes of action: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices. On August 2, 2023, Plaintiffs filed a representative complaint against Defendant, alleging a single cause of action to recover penalties pursuant to PAGA. (Case No. 23CV005919). On September 14, 2023, the two cases were consolidated. (Case Management Order filed September 14, 2023.)

The Parties engaged in informal discovery. (Yslas Decl. ¶ 9.) Defendant produced class data, Plaintiffs’ personnel files, employment handbooks/policies, job descriptions, and a random sampling of time and payroll records. (*Ibid.*) Plaintiffs’ counsel engaged an expert to prepare an exposure analysis. (*Ibid.*) On January 8, 2025, the Parties participated in a mediation with Katherine J. Edwards and reached a settlement. (*Id.* at ¶ 5.) The Parties thereafter entered into a written settlement agreement. (*Id.* at Ex. 1 (“Agreement”).) Plaintiffs seek preliminary approval of this class and representative settlement. This ruling incorporates by reference the definitions in the Agreement and all capitalized terms defined therein shall have the same meaning in this ruling as set forth in the Agreement.

Settlement Class Certification

Plaintiffs seek to certify the following settlement class: all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee from July 5, 2018 to the date the Court grants preliminary approval of the Settlement. (Agreement ¶¶ 1.5 & 1.13.) There are approximately 321 Class Members. (Yslas Decl. ¶ 10.) The Parties stipulated to certification of the settlement class. (Agreement ¶ 11.1.) The Court finds, based on the moving papers, that Plaintiffs have established the requisites for class certification. The Court preliminarily certifies

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

**34-2022-00332284-CU-OE-GDS: Edgar Jesus Lara vs. Emerald Site Services, Inc
08/22/2025 Hearing on Motion for Preliminary Approval of Settlement in Department 23**

the proposed Class for settlement purposes only.

Aggrieved Employees

Aggrieved Employees are defined in the Agreement as: all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time from June 2, 2022, to the date the Court grants preliminary approval of the Settlement. (Agreement ¶¶ 1.4 & 1.34.) Aggrieved Employees will receive their share of the PAGA Penalty regardless of whether they opt out of the settlement's class component. (*Id.* at ¶ 7.5.4 & Ex. A ("Class Notice").) Plaintiffs' counsel gave notice of the settlement to the Labor and Workforce Development Agency ("LWDA"). (Yslas Decl. Ex. 2.)

Class Representatives

The Court preliminarily appoints Plaintiffs as Class Representatives for settlement purposes only. However, the declarations each Plaintiff submitted with this motion were too cursory. Plaintiffs must each submit a declaration with the final approval motion that **details** the services performed, including the approximate amount of time spent on the case. (*Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 805-807.)

Class Counsel

The Court preliminarily appoints John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, Lisa B. Iturriaga, and Andrew Sandoval of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

Settlement Administrator

The Court appoints Phoenix Settlement Administrators as the Settlement Administrator.

Fair, Adequate and Reasonable Settlement

The Court must find a settlement is "fair, adequate, and reasonable" before approving a class action settlement. (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244-245.) The trial court has broad discretion to determine whether a proposed settlement in a class action is fair, adequate, and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) "[A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Id.* at 1802.) In making its fairness determination, the Court considers 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

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

**34-2022-00332284-CU-OE-GDS: Edgar Jesus Lara vs. Emerald Site Services, Inc
08/22/2025 Hearing on Motion for Preliminary Approval of Settlement in Department 23**

of discovery completed and the state of the proceedings, and the experience and views of counsel. (*Id.* at 1801.) 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.)

This is a non-reversionary, opt out settlement. Defendant will pay the Gross Settlement Amount (“GSA”) of \$495,000. (Agreement ¶ 3.1.) Defendant will separately pay any employer-side payroll taxes owed on the wage portion of the Class settlement. (*Ibid.*) The following will be paid out of the GSA: (1) enhancement awards to each Class Representative not to exceed \$10,000 (totaling \$20,000); (2) attorneys’ fees of not more than one-third of the GSA (\$165,000) and litigation costs not to exceed \$25,000 to Class Counsel; (3) settlement administration costs not to exceed \$7,925 absent good cause; (4) individual Class Member payments; and (5) a PAGA Penalty of \$25,000 (75% of which will be paid to the LWDA and 25% of which will be paid to Aggrieved Employees). (*Id.* at ¶¶ 3.2.1-3.2.5.)

Individual Class Payments will be characterized as follows for tax purposes: 20% wages and 80% penalties and interest. (Agreement ¶ 3.2.4.1.) PAGA Payments will be treated entirely as penalties. (*Id.* at ¶ 3.2.5.1.) Class Members have 45 days to respond to the Class Notice. (*Id.* at ¶ 1.45.) The funds from any settlement checks that are uncashed after 180 days will be sent to the California Unclaimed Property Fund to be held in the name of the payee. (*Id.* at ¶¶ 4.4.1 & 4.4.3.) The average estimated settlement payment is \$785.28. (Yslas Decl. ¶ 8.)

Disposition

The Court finds that all relevant factors support preliminary approval. (*Dunk, supra*, 48 Cal.App.4th at 1802.) The moving papers demonstrate the settlement was reached after arms-length bargaining between the parties and was reached after sufficient discovery and negotiations, which allowed the parties, and therefore, this Court, to act intelligently with respect to the settlement. Class Counsel conducted a thorough investigation into the facts and law and issues in this case, including the exchange of discovery and the review of extensive information. The settlement appears to be within the “ballpark of reasonableness.” (Yslas Decl. ¶¶ 13-18.) Therefore, the motion is granted. The Court also approves the proposed Class Notice. The Notice shall be disseminated as provided in the Agreement. The Court will sign the proposed order submitted with the moving papers.

The Final Approval Hearing will take place on January 16, 2026, at 9:00 a.m. in this Department. The Court will fill in the hearing date at paragraph 14 of the Proposed Order.

*To request oral argument on this matter, you must call Department 23 at 916-874-5754 by 4:00 p.m., **on Thursday, August 21, 2025**, and notification of oral argument must be made to the opposing party/counsel. If no call is made, the tentative ruling becomes the order of the court. (Local Rule 1.06.)*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

**34-2022-00332284-CU-OE-GDS: Edgar Jesus Lara vs. Emerald Site Services, Inc
08/22/2025 Hearing on Motion for Preliminary Approval of Settlement in Department 23**

Please check your tentative ruling prior to the next Court date at www.saccourt.ca.gov prior to the above referenced hearing date.

If oral argument is requested, the parties may and are encouraged to appear by Zoom with the links below:

To join by Zoom Link - <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>

To join by phone dial (833) 568-8864 ID 16108301121

Parties requesting services of a court reporter will need to arrange for private court reporter services at their own expense, pursuant to Government code section 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 at <https://www.saccourt.ca.gov/court-reporters/docs/crrp-6a.pdf>. Parties may contact Court-Approved Official Reporters Pro Tempore by utilizing the list of Court Approved Official Reporters Pro Tempore available at <https://www.saccourt.ca.gov/court-reporters/docs/crrp-13.Pdf>

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

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) and it must be filed with the clerk at least 10 days prior to the hearing or at the time the proceeding is scheduled if less than 10 days away. Once approved, the clerk will be forward the form to the Court Reporter's Office and an official reporter will be provided.

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

Hearing on Motion for Final Approval of Settlement is scheduled for 01/16/2026 at 9:00 AM in Department 23 at Gordon D. Schaber Superior Court.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court, Department 23

JUDICIAL OFFICER: HONORABLE JILL H. TALLEY

Courtroom Clerk: T. Shaddix

CSR: None

Court Attendant: M. Aria

34-2022-00332284-CU-OE-GDS

August 22, 2025

9:00 AM

Edgar Jesus Lara vs. Emerald Site Services, Inc

MINUTES

APPEARANCES:

No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

There being no request for oral argument, the Court affirmed the tentative ruling.

The Court affirmed the tentative ruling.

TENTATIVE AFFIRMED

Plaintiffs Edgar Jesus Lara and Mark Sexton's ("Plaintiffs") motion for preliminary approval of class and Private Attorneys General Act ("PAGA") settlement is UNOPPOSED and GRANTED as follows.

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Plaintiffs' personnel files, employment handbooks/policies, job descriptions, and a random sampling of time and payroll records. (*Ibid.*) Plaintiffs' counsel engaged an expert to prepare an exposure analysis. (*Ibid.*) On January 8, 2025, the Parties participated in a mediation with Katherine J. Edwards and reached a settlement. (*Id.* at ¶ 5.) The Parties thereafter entered into a written settlement agreement. (*Id.* at Ex. 1 ("Agreement").) Plaintiffs seek preliminary approval of this class and representative settlement. This ruling incorporates by reference the definitions in the Agreement and all capitalized terms defined therein shall have the same meaning in this ruling as set forth in the Agreement.

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

submitted with the moving papers.

The Final Approval Hearing will take place on January 16, 2026, at 9:00 a.m. in this Department. The Court will fill in the hearing date at paragraph 14 of the Proposed Order.

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

Hearing on Motion for Final Approval of Settlement is scheduled for 01/16/2026 at 9:00 AM in Department 23 at Gordon D. Schaber Superior Court.

By: */s/ T. Shaddix*
T. Shaddix, Deputy Clerk
Minutes of: 08/22/2025
Entered on: 08/22/2025