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FILED
Superior Court of California
County of Sacramento
02/04/2026
J. Servantez, Deputy

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

NELSON CHAVIRA, MICHAEL BIRD,
MICHAEL MCCREVEN, and MICKEY
LATHUM, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

MARK III CONSTRUCTION, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 34-2021-00308972-CU-OE-GDS

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon Jill Talley,
Dept. 23]*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: January 30, 2026
Time: 9:00 a.m.
Dept.: 6

Complaint filed: September 21, 2021
Trial date: Not set

1 On or around June 24, 2025, this Court issued an Order Granting Plaintiffs’ Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiffs Nelson Chavira, Michael Bird,
3 Michael McCreven, and Mickey Lathum (“Plaintiffs”) now seeks an order granting final approval
4 of the Class Action and PAGA Settlement and Class Notice (“Settlement” or “Settlement
5 Agreement”). The Settlement Agreement is attached to the Declaration of Benjamin H. Haber in
6 Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiffs’ 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 Defendant Mark III Construction, Inc. (“Defendant,” and together
17 with Plaintiffs, 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 Benjamin H. Haber in Support of Plaintiffs’ Motion for
22 Final 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. Upon Defendant fully funding the Settlement as described in this Agreement, all
27 Participating Class Members, on behalf of themselves and their respective former and present
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released

1 Parties from any and all claims asserted or that could have been asserted based on the facts pled in
2 the operative complaints, including but not limited to, state wage and hour claims for any and all
3 violations of California's Labor Code and Unfair Competition Law based on Defendant's failure to
4 pay for all hours worked (including minimum, straight time, and overtime wages), failure to
5 provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages
6 at termination, failure to furnish accurate itemized wage statements, and failure to indemnify
7 employees for expenditures based on the alleged Labor Code violations, and all damages, interest,
8 penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under
9 California law, to the extent permissible, including, but not limited to, the California Labor Code
10 and the applicable Wage Orders. Except as set forth in Section 5.3 of the Agreement, Participating
11 Class Members do not release any other claims, including claims for vested benefits, wrongful
12 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
13 disability, social security, workers' compensation, or claims based on facts occurring outside the
14 Class Period.

15 6. Upon Defendant fully funding the Settlement as described in this Agreement, all
16 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
17 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
18 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
19 been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA
20 Notice, including any and all claims involving any alleged failure to pay minimum wages or
21 overtime, failure to provide meal and rest periods, failure to provide accurate wage statements,
22 failure to pay all wages due at separation, and failure to reimburse business expenses, including
23 Labor Code sections 201, 202, 203, 210, 216, 223, 225.5, 226, 226.3, 226.7, 245-248.5, 256, 432,
24 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699,
25 2699.3, 2802, 2810.5 during the PAGA Period. Aggrieved Employees only release these claims
26 for the duration of the PAGA Period.

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

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

3 9. Solely for purposes of effectuating the Settlement, the Court finally certified the
4 following Class – all persons currently or formerly directly employed as hourly-paid or non-
5 exempt employees in California by Defendant at any time during the Class Period who do not
6 timely and validly exclude themselves from the Class in compliance with the exclusion
7 procedures set forth in this Settlement.

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

9 11. One Class Member has requested exclusion from the Settlement.

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

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

19 14. Defendant shall pay a total of \$1,175,000.00 to resolve this litigation and to separately
20 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

21 15. From the Gross Settlement Amount; \$50,000.00 payment to the State of California,
22 Labor & Workforce Development Agency for its share of the settlement of claims for penalties under
23 the Private Attorneys General Act, with 75% of which (\$37,500.00) will be paid to the LWDA and
24 25% (\$12,500.00) will be paid to eligible Aggrieved Employees.

25 16. From the Gross Settlement Amount, \$10,000.00 each, for a cumulative total of
26 \$40,000.00 shall be paid to each Plaintiff Nelson Chavira, Michael Bird, Michael McCreven, and
27 Mickey Lathum, for their services as class representatives and for his agreement to release claims.
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