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**FILED**  
Superior Court of California,  
County of Solano  
**06/17/2026 at 10:21 AM**  
By: J. Kalamaras, Deputy Clerk

11  
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF SOLANO**

14 MIGUEL HERRERA GARCIA, individually, on  
behalf of all others similarly situated, the State of  
15 California, and other aggrieved persons,

16 *Plaintiff,*

17 v.

18 CHAMPION SCAFFOLD SERVICES, INC., a  
California corporation; and DOES 1 through 10,  
19 inclusive,

20 *Defendants.*

Case No.: CU24-06466  
Assigned to: Hon. Wendy Getty, Dept. 8

Complaint filed: August 26, 2024  
FAC filed: January 13, 2025  
Trial date: Not set

**CLASS & REPRESENTATIVE ACTION**

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

**FINAL APPROVAL HEARING**

Date: June 11, 2026  
Time: 9:00 a.m.  
Dept.: 8

WILSHIRE LAW FIRM, PLC  
660 S. Figueroa St., Sky Lobby  
Los Angeles, CA 90017

1 On or around December 16, 2025, this Court issued an Order Granting Plaintiff’s Motion for  
2 Preliminary Approval of Class Action Settlement. Plaintiff Miguel Herrera Garcia (a “Plaintiff”  
3 or “Class Representative”) now seeks an order granting final approval of the Class Action and  
4 PAGA Settlement Agreement and Class Notice (the “Settlement” or “Settlement Agreement”) for  
5 the amount of \$750,0000.00 (the “Gross Settlement Amount”) between Plaintiff and Defendant  
6 Champion Scaffold Services, Inc. (“Defendant” and together with Plaintiff, the “Parties”). A  
7 true and correct copy of the Settlement Agreement is attached to the Declaration of Conor J.D.  
8 Gomez in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement (the “Class  
9 Counsel Declaration”) as **Exhibit 1** and was submitted concurrently with Plaintiff’s Motion for Final  
10 Approval of Class Action Settlement (the “Motion”) filed on May 18, 2026.

11 Due and adequate notice having been given to the Class (as defined below), and the Court  
12 having reviewed and considered the Settlement, the Motion, the supporting declarations and exhibits  
13 thereto, all papers filed and proceedings had herein, and the absence of any written objections  
14 received regarding the Settlement, and having reviewed the record in this action, and good cause  
15 appearing therefor,

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

- 17 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the  
18 Settlement filed in this case (hereinafter referred to as the “Action” or “Operative Complaint”).
- 19 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Class  
20 Members, Defendant, and Apex Class Action Administration (the “Administrator”).
- 21 3. The Court finds that the Settlement Agreement appears to be fair, just, adequate, and  
22 reasonable and therefore meets the requirements for final approval. The Court grants final approval  
23 of the Settlement and the Class based upon the terms set forth in the Settlement Agreement.
- 24 4. The Court finds that the Settlement appears to have been made and entered into in  
25 good faith and hereby approves the Settlement subject to the limitations on the requested attorneys’  
26 fees of \$187,500.00 (25% of the Gross Settlement Amount) (the “Class Counsel Fees Payment”) and  
27 costs of \$21,171.26 (the “Class Counsel Litigation Expenses Payment”) and the \$6,000.00 service  
28 award to Plaintiff (the “Class Representative Service Payment”) as set forth below.

1           5.       Solely for purposes of effectuating the Settlement, the Court certified the following  
2 Class – all persons who worked for Defendant in California as an hourly-paid or non-exempt  
3 employee at any time during the Class Period, including current and former employees (each  
4 “Class Member(s)” and collectively the “Class”). Class Period means the period from August 26,  
5 2020, through September 22, 2025. Any Class Member who did not timely and validly exclude  
6 themselves from the Class in compliance with the exclusion procedures set forth in this Settlement  
7 are considered a “Participating Class Member”.

8           6.       Upon Defendant fully funding the Settlement as described in this Agreement, all  
9 Participating Class Members will release and discharge the Released Parties (as defined in the  
10 Settlement Agreement) from all claims arising during the Class Period which were asserted against  
11 Defendant in the operative complaint filed in the Action or which reasonably could have been  
12 asserted against Defendant based on the factual allegations stated in the operative complaint filed  
13 in the Action, including all damages, penalties, interest and other amounts recoverable under said  
14 claims, causes of action or legal theories of relief, and including but not limited to claims for unpaid  
15 wages, unpaid overtime, failure to pay minimum wages, failure to provide meal periods, failure to  
16 provide rest periods, failure to pay all wages due at termination, inaccurate wage statements, failure  
17 to reimburse business expenses, failure to produce employment records, failure to provide heat  
18 recovery periods, and violation of California’s unfair competition laws, and claims under  
19 California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 246, 432, 510, 512,  
20 516, 1021.5, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2802, Business and Professions Code section  
21 17200 et seq., California Code of Regulations, Title 8, § 3395(d), and the applicable Industrial  
22 Welfare Commission Wage Order(s).

23           7.       An “Aggrieved Employee” is all persons who worked for Defendant in California  
24 as an hourly-paid or non-exempt employee at any time during the Private Attorneys General Act  
25 (“PAGA”) Period, including current and former employees. PAGA Period means the period from  
26 September 9, 2023, through September 22, 2025.

27           8.       Upon Defendant fully funding the Settlement as described in this Agreement, all  
28 Aggrieved Employees including Non-Participating Class Members who are Aggrieved Employees,

1 and the State of California will release and discharge all claims under PAGA arising during the  
2 PAGA Period (a) which were asserted against Defendant in Plaintiff’s PAGA Notice preceding the  
3 Action and/or the operative complaint filed in the Action or (b) which reasonably could have been  
4 asserted against Defendant based on the factual allegations stated in Plaintiff’s PAGA Notice  
5 preceding the Action and/or the operative complaint filed in the Action, including claims for unpaid  
6 wages, unpaid overtime, failure to pay minimum wages, failure to provide meal periods, failure to  
7 provide rest periods, failure to pay all wages due at termination, inaccurate wage statements, failure  
8 to reimburse business expenses, failure to produce employment records, and failure to provide heat  
9 recovery periods, and claims under the following statutes: California Labor Code sections 201,  
10 202, 204, 210, 213, 216, 223, 225.5, 226, 226.3, 226.6, 226.7, 232, 246, 2699, 2699, 2802, 2810.5,  
11 432, 510, 558, 558.1, 1174, 1174.5, 1194, 1197.1, 1198, 1198.5, 1199, 2350, California Code of  
12 Regulations, Title 8, § 3395(d), and the applicable IWC Wage Order(s).

13 9. The Parties shall bear their own respective attorneys’ fees and costs, except as  
14 otherwise provided for in the Settlement and approved by the Court.

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

16 11. No Class Member has requested exclusion from the Settlement.

17 12. The notice that the Administrator provided to the Class (the “Class Notice”) conforms  
18 with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best  
19 notice practicable under the circumstances, by providing individual notice to all Class Members who  
20 could be identified through reasonable effort, and by providing due and adequate notice of the  
21 proceedings and of the matters set forth therein to the Class Members. The Class Notice fully  
22 satisfies the requirements of due process.

23 13. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as  
24 defined in the Settlement Agreement), and the methodology used to calculate and pay each  
25 Participating Class Member’s Individual Class Payment (as defined in the Settlement Agreement)  
26 are fair, just, reasonable and adequate. The Court authorizes the Settlement Administrator to pay the  
27 Net Settlement Payments to the Participating Class Members in accordance with the terms of the  
28 Settlement.

1           14. Defendant shall pay the Gross Settlement Amount to resolve this Action and to  
2 separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class  
3 Payments. Pursuant to the Settlement Agreement, Defendant shall fully fund the Gross Settlement  
4 Amount and the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting  
5 the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.

6           15. From the Gross Settlement Amount, the Class Representative Service Payment shall  
7 be paid to Plaintiff Miguel Herrera Garcia for his service as Class Representative and for his  
8 agreement to release his individual claims.

9           16. From the Gross Settlement Amount, \$7,990.00 shall be paid to the Administrator.

10           17. From the Gross Settlement Amount, PAGA Penalties in the amount of \$37,500.00  
11 (the “PAGA Penalties”) with 65% (\$24,375.00) allocated to the State of California Labor &  
12 Workforce Development Agency (“LWDA”) (the “LWDA PAGA Payment”) and 35%  
13 (\$13,125.00) allocated to the Aggrieved Employees (the “Individual PAGA Payments”).

14           18. The Court hereby confirms Tyler J. Woods, James Yoo, Heriberto Ponce, Ruby  
15 Carrera, Alan Wilcox, and Conor J.D. Gomez of Wilshire Law Firm, PLC as “Class Counsel”.

16           19. From the Gross Settlement Amount, Class Counsel is awarded the Class Counsel Fees  
17 Payment of \$187,500.00 and the Class Counsel Litigation Expenses Payment of \$21,171.26 for their  
18 reasonable costs incurred in the Action. These payments shall be distributed to Class Counsel as set  
19 forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided  
20 to the Class.

21           20. The Court orders the following implementation schedule:

22           Effective Date	Since no objections were raised, 61 days from 23           the date of this Judgment.
24           Deadline to fund the Gross Settlement Amount 25           and Defendant’s portion of the taxes due on the 26           wage portion of that amount	14 calendar days after the Effective Date
27           Administrator to Distribute Checks	14 calendar days after Defendant fully funds the

	Gross Settlement Amount
Check Void Date	180 days after the date of mailing

21. Without affecting the finality of this Order in any way, and in accordance with C.C.P. § 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this Action, Class Counsel, Defendant's counsel, and the Administrator.


22. A dismissal hearing is scheduled for August 5, 2027, at 8:30 a.m. in Department 8 of this Court.

23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby **GRANTED**, and the Court directs that judgment shall be entered in accordance with the terms of this Order.

24. \_\_\_\_\_  
 \_\_\_\_\_  
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**IT IS SO ORDERED.**

DATE: **Approved as to form.**  
*June 11, 2026*

  
 Michael W. Nelson, Esq.  
 Harry M. DeCourcy, Esq.  
**LITTLER MENDELSON, P.C.**

DATE: **06/15/2026**

  
 Hon. Wendy Getty  
 Solano County Superior Court