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8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
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11 FERNANDO GOMEZ, on behalf of himself,  
12 all others similarly situated,

13 Plaintiff,

14 v.

15 ELITE LABOR SERVICES WEEKLYS,  
16 LTD, an Illinois corporation; ELITE  
17 STAFFING, INC., an Illinois corporation;  
18 SOUTHLAND EMPLOYMENT SERVICES,  
19 INC., a California corporation; and DOES 1  
20 through 50, inclusive,

21 Defendants.  
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Case No. 3:21-cv-03860-MMC

**[PROPOSED] JUDGMENT**

Complaint Filed: 2020-02-03  
Trial Date: None  
District Judge: Hon. Maxine M. Chesney  
Courtroom 7, San Francisco

**FINAL JUDGMENT**

Plaintiff commenced this action by filing his complaint and Defendant Elite Labor Services Weeklys, Ltd. consented to the entry of Judgment without trial or adjudication of any issue or fact or law raised in Plaintiff's operative Sixth Amended Complaint, and without the judgment constituting any evidence against or an admission by Defendant Elite Labor Services Weeklys, Ltd. with respect to any allegation of the operative Sixth Amended Complaint.

Now, therefore, before the taking of any testimony and without trial or adjudication of any issue of fact or law raised in Plaintiff's operative Sixth Amended Complaint, the parties hereto stipulate to entry of judgment on the following terms:

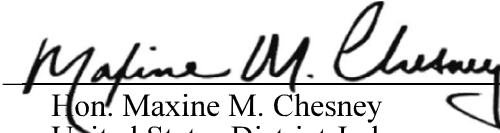
1. This Court has jurisdiction of the subject matter of this action and of each of the remaining parties to this action. The operative Sixth Amended Complaint states a claim for violation of California Labor Code section 226 as to Plaintiff individually upon which relief can be granted against the Defendant Elite Labor Services Weeklys, Ltd.
2. This final judgment applies to Defendant Elite Labor Services Weeklys, Ltd. and its successors and assigns.
3. Judgment is hereby entered in favor of Plaintiff, Fernando Gomez, and against Defendant Elite Labor Services Weeklys, Ltd., pursuant to California Labor Code section 226, and in accordance with the Stipulation of the parties, as follows:
  - a. This judgment is a full, complete, and final disposition, judgment, and settlement of Plaintiff's First Cause of Action in his Sixth Amended Complaint, as asserted on behalf of Gomez individually.
  - b. Defendant Elite Labor Services Weeklys, Ltd. will pay Plaintiff \$1,050, in full satisfaction of Plaintiff's claim for damages and/or penalties for violation of California Labor Code section 226, as asserted on behalf of Gomez individually.
  - c. Defendant Elite Labor Services Weeklys, Ltd. will pay Plaintiff \$40,000 in full satisfaction of Plaintiff's claim for attorney's fees and costs incurred prosecuting his claim for violation of California Labor Code section 226, as asserted on behalf of Plaintiff individually.

- 1 d. Defendant Elite Labor Services Weeklys, Ltd. will not be liable for, and will not be  
2 required to pay, any amount or amounts beyond those set forth in sub-paragraphs (b)  
3 and (c), above, with respect to Plaintiff's claim for violation of California Labor  
4 Code section 226 in his Sixth Amended Complaint, as asserted on behalf of Plaintiff  
5 individually. Nor shall Plaintiff be entitled to, or Defendant Elite Labor Services  
6 Weeklys, Ltd. required to provide, any other form of relief to satisfy his claim for  
7 violation of California Labor Code section 226 in his Sixth Amended Complaint, as  
8 asserted on behalf of Plaintiff individually
- 9 e. This judgment will not preclude either party from disputing or litigating any factual  
10 or legal issue between the parties in subsequent litigation between them, other than  
11 (i) Defendant Elite Labor Services Weeklys, Ltd.'s liability to Plaintiff for violation  
12 of California Labor Code section 226, as alleged in Plaintiff's First Cause of Action  
13 in his Sixth Amended Complaint, limited to Plaintiff individually, and (ii) the  
14 amounts due to Plaintiff, as set forth in sub-paragraph (b), above, and/or his  
15 attorneys, as set forth in sub-paragraph (c), above for violation of California Labor  
16 Code section 226, as alleged in Plaintiff's First Cause of Action in his Sixth  
17 Amended Complaint, limited to Plaintiff individually. Except for the relief offered  
18 in this judgment, Plaintiff expressly agrees to bear his own costs and attorneys' fees.  
19 Nothing in this judgment shall be given preclusive effect in any subsequent  
20 litigation concerning any other issue of fact or law, as the factual and/or legal issues  
21 underlying a finding of liability were not actually litigated and determined. This  
22 Stipulation will also not be used to argue that Plaintiff has no injury or is not a  
23 typical or adequate representative for the section 226 claim. For the avoidance of  
24 doubt, Defendant Elite Labor Services Weeklys, Ltd. expressly reserves the right to  
25 argue and prove in subsequent litigation that (i) it, and/or other entities under  
26 common control did, in fact, provide written wage statements to Plaintiff and other  
27 non-exempt employees in California in the manner required by law, (ii) those wage  
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statements complied with all requirements of California Labor Code section 226,  
and other applicable laws.

**IT IS SO ORDERED.**

DATED: May 10, 2024

  
Hon. Maxine M. Chesney  
United States District Judge