

GRAHAMHOLLIS APC
Graham S.P. Hollis (SBN 120577)
ghollis@grahamhollis.com
Hali M. Anderson (SBN 261816)
handerson@grahamhollis.com
Dawn M. Berry (SBN 292335)
dberry@grahamhollis.com
3555 Fifth Avenue Suite 200
San Diego, California 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

Attorneys for Plaintiff Clemente Sanabia

FILED
Superior Court of California
County of Sacramento
11/12/2024
T. Shaddix, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

CLEMENTE SANABIA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

GP DEVELOPMENT, INC., a California
Corporation; GARY PERKINS, an individual;
and DOES 1-10, inclusive,

Defendants.

Case No.: 34-2021-00306482-CU-OE-GDS

CLASS AND PAGA ACTION

**~~[PROPOSED]~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT AND
REQUEST FOR ATTORNEYS' FEES, COSTS,
AND CLASS REPRESENTATIVE SERVICE
PAYMENT; AND JUDGMENT**

[Filed concurrently with Notice of Motion,
Memorandum of Points and Authorities, and the
Declarations of Hali M. Anderson, Jarrod Salinas,
and Clemente Sanabia]

Date: November 1, 2024
Time: 9:00 a.m.
Dept: 23
Judge: Hon. Jill H. Talley

Complaint Filed: August 20, 2021
Trial Date: None Set

This matter came before the Honorable Jill H. Talley in Department 23 of the Superior Court of the State of California, in and for the County of Sacramento, on November 1, 2024, at 9:00 a.m. on Plaintiff Clemente Sanabia's ("Plaintiff") Motion for Final Approval of Class and PAGA Action Settlement and Request for Award of Attorneys' Fees, Costs, and Class Representative Service Payment ("Motion for Final Approval") pursuant to California Rules of Court, Rule 3.769 and Labor Code section 2698 et seq.

On June 28, 2024, the Court granted Plaintiff's Motion for Preliminary Approval of Class and

1 PAGA Action Settlement and entered an Order in accordance therewith.

2 Having duly considered all papers, evidence, and oral arguments in this matter to date, including
3 Plaintiff's Motion for Final Approval and good cause appearing, the Court hereby **ORDERS AS**
4 **FOLLOWS:**

5 1. This Order shall incorporate the parties' Class Action and PAGA Settlement Agreement
6 ("Settlement Agreement") and to the extent that the terms are defined in the Settlement Agreement, all
7 defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

8 2. This Court has jurisdiction over the claims asserted in this Action and personal jurisdiction
9 over Plaintiff, Defendants, the Class Members, and the Aggrieved Employees (collectively, "Settlement
10 Class Members"), as defined in the Settlement Agreement.

11 3. The Court finds that the applicable requirements of the California Code of Civil Procedure
12 section 382 and California Rule of Court 3.769, have been satisfied with respect to the Settlement Class
13 Members and the Settlement. The Court makes final its earlier provisional certification of the following
14 Settlement Class for the purpose of settlement only:

15 All current and former nonexempt employees who were employed by
16 Defendants in the state of California at any time between August 20, 2017
17 and the date of Preliminary Approval, excluding Prior Settling Class
Members.

18 4. The Court also confirms the following appointments: Plaintiff Clemente Sanabia as the
19 Class Representative; GrahamHollis APC as Class Counsel; and Phoenix Settlement Administrators as
20 the Administrator.

21 5. The Court finds that the Notice of Class Action Settlement that was approved on
22 June 28, 2024 and transmitted to the Settlement Class Members fully and accurately informed the
23 Settlement Class Members of all material elements of the Settlement, including their opportunity to
24 request exclusion from the Settlement or object to the Settlement (notwithstanding the PAGA portion of
25 the Settlement), was the best notice practicable under the circumstance; was valid, due, and sufficient
26 notice to all Settlement Class Members; and complied fully with the law of the state of California, the
27 United States Constitution, due process, rule 3.766 of the of the California Rules of Court, and all other
28 applicable laws.

6. Based on the Declaration of Jarrod Salinas Regarding Notice and Settlement Administration, the Court finds that no Settlement Class Members have submitted a valid request for exclusion or objected to the Settlement.

7. In accordance with California law, the Court hereby GRANTS final approval of the Settlement and finds it fair, reasonable, and adequate, and in the best interest of the Settlement Class Members as a whole. Specifically, the Court finds that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the parties and that the terms of the Settlement are, in all respects, fair, adequate, and reasonable. In so finding, the Court has considered all the evidence presented, including evidence regarding the strength of Plaintiff's case; risk, expense, and complexity of claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court ORDERS and directs that the Settlement be effectuated in accordance with the Settlement Agreement and the following terms and conditions.

8. The Court finds that a full opportunity has been afforded to the Settlement Class Members to Participate in the hearing on Plaintiff's Motion for Final Approval. The Settlement Class Members have had a full and fair opportunity to exclude themselves from the Settlement. Therefore, the Court ORDERS that, pursuant to the Settlement Agreement, and as of the Effective Date, Plaintiff and all Settlement Class Members will release the Released Parties of all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that were or could have been pleaded under local, state or federal law arising out of or reasonably related to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint, including but not limited to claims for (1) violations of prevailing wage laws on public works projects (Lab. Code §§ 223, 1720, 1722.1, 1771, 1774, and 1776); (2) failure to timely pay minimum and overtime wages (Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and IWC Wage Order No. 16-2001); (3) failure to provide legally compliant meal periods in violation of Labor Code §§ 204, 210, 226.7, 512, 558, and IWC Wage Order No. 16-2001; (4) failure to reimburse necessary business expenses (Lab. Code § 2802 and IWC Wage Order No. 16-2001; (5) failure to furnish accurate itemized wage statements (Lab. Code § 226); (6) failure to maintain accurate employment records (Lab. Code §§ 226,

226.3, 1174, 1174.5, 1812, and IWC Wage Order No. 14-2001; (7) failure to timely pay all wages owed during employment (Lab. Code §§ 204 and 210; (8) failure to timely pay all wages owed upon separation of employment (Lab. Code §§ 201, 202, and 203); and (9) violation of Business and Professions Code § 17200 based solely on the facts alleged in the operative complaint (“Released Class Claims”). The period of the Released Class Claims shall extend to the limits of the Class Period.

9. The Court further ORDERS that, pursuant to the Settlement Agreement, and as of the Effective Date, Plaintiff and all Aggrieved Employees will have released Defendants and the other Released Parties (as defined in the Settlement Agreement) of all claims pursuant to the Private Attorneys General Act of 2004 (codified in Labor Code § 2698 et seq.) (“PAGA”) arising out of or reasonably related to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint against Defendants and/or the LWDA Notice dated July 16, 2021 (Case No. 34-2021-00306482-CU-OE-GDS), including PAGA claims for (1) violations of prevailing wage laws on public works projects (Lab. Code §§ 223, 1720, 1722.1, 1771, 1774, and 1776); (2) failure to timely pay minimum and overtime wages (Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and IWC Wage Order No. 16-2001); (3) failure to provide legally compliant meal periods in violation of Labor Code §§ 204, 210, 226.7, 512, 558, and IWC Wage Order No. 16-2001; (4) failure to reimburse necessary business expenses (Lab. Code § 2802 and IWC Wage Order No. 16-2001; (5) failure to furnish accurate itemized wage statements (Lab. Code § 226); (6) failure to maintain accurate employment records (Lab. Code §§ 226, 226.3, 1174, 1174.5, 1812, and IWC Wage Order No. 14-2001; (7) failure to timely pay all wages owed during employment (Lab. Code §§ 204 and 210; (8) failure to timely pay all wages owed upon separation of employment (Lab. Code §§ 201, 202, and 203) based solely on the facts alleged in the operative complaint (collectively, the “Released PAGA Claims”). The period of the Released PAGA Claims shall extend to the limits of the PAGA Period. The res judicata effect of the Judgment will be the same as that of the Released PAGA Claims.

10. It is ORDERED that Settlement Class Members shall be prohibited and permanently enjoined from pursuing in any fashion the Released Class Claims and Released PAGA Claims against the Released Parties.

11. Defendants are ORDERED to fund the Gross Settlement Fund of \$126,950, which includes

1 the \$26,950 previously paid to the Prior Settling Class Members. Defendants are further ORDERED to
2 deposit the remainder of the Gross Settlement Fund, plus the employer's share of payroll taxes, into a
3 Qualified Settlement Amount with the Settlement Administrator within 14 calendar days after the
4 Effective Date.

5 12. The Settlement Administrator, Phoenix Settlement Administrators, is ORDERED to
6 distribute the Gross Settlement Fund in accordance with the Settlement Agreement.

7 13. In accordance with Labor Code section 2699(1)(2), the Court has reviewed the Settlement
8 Agreement as it relates to the allocation of civil penalties under PAGA. The Court finds that the PAGA
9 Payment of \$5,000 for claims under PAGA is fair, reasonable, and appropriate. The Courts GRANTS
10 approval of the PAGA Payment in the amount of \$5,000 towards claims under PAGA.

11 14. The Court ORDERS that \$3,750 (75-percent of \$5,000) be allocated to the LWDA PAGA
12 Payment, and paid to the California Labor and Workforce Development Agency ("LWDA"), as required
13 by statute.

14 15. The Court ORDERS that \$1,250 (25-percent of \$5,000) be allocated to the Net Settlement
15 Amount for distributed to Aggrieved Employees who worked during the PAGA Period, as defined by the
16 Settlement Agreement.

17 16. The Court finds that the requested Class Representative Service Payment of \$7,500 to
18 named Plaintiff Clemente Sanabia is fair and reasonable for the work performed and the risks associated
19 with bringing this Action. The Court awards and thus ORDERS that the Settlement Administrator issue a
20 Class Representative Service Payment to Plaintiff in the amount of \$7,500. The Class Representative
21 Service Payment is in addition to any payment Plaintiff is entitled to under the Settlement.

22 17. The Court finds that Class Counsel's request for attorneys' fees in the amount of
23 \$42,316.66 or one-third of the Gross Settlement Fund, falls within the range of reasonableness and the
24 result achieved justifies the award sought. The court awards and therefore ORDERS that the Settlement
25 Administrator issue attorneys' fees in the amount of \$42,316.66 to GrahamHollis APC.

26 18. The Court finds that Class Counsel's request for actual and documented litigation costs
27 incurred in the amount of \$9,000 falls within the range of reasonableness and the result achieved justifies
28 the award sought. The Court awards and ORDERS that the Settlement Administrator issue payment for

1 actual and documented litigation costs incurred in the amount of \$9,000 to GrahamHollis APC.

2 19. The court finds that the request for Settlement Administrator Costs in the amount of \$5,750
3 is fair, reasonable, and appropriate. The Court awards and thus ORDERS that the Settlement
4 Administrator issue payment for Settlement Administrator Costs to Phoenix Settlement Administrators in
5 the amount of \$5,750.

6 20. The Court ORDERS that the Net Settlement Amount, estimated to be \$31,683.34,
7 including the \$1,250 allocated to Aggrieved Employees, be issued to the Settlement Class Members and
8 Aggrieved Employees on a pro rata basis, in accordance with the Settlement Agreement.

9 21. Plaintiff's Motion for Final Approval is GRANTED.

10 22. Pursuant to Rule 3.769, subdivision (h), of the California Rules of Court, this Court retains
11 exclusive and continuing jurisdiction over this action and the parties for the purpose of: (a) supervision
12 the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and the
13 Order of Final Approval and Judgment; and (b) supervision distribution of amounts paid under this
14 Settlement.

15 23. The Court sets a compliance hearing regarding the distribution of amounts paid under this
16 Gross Settlement Fund for 8/8/25 at 10:30 a.m./~~p.m.~~ in Department 23 in of the
17 Sacramento County Superior Court. At least 15 days prior the hearing, Class Counsel and the Settlement
18 Administrator shall submit a summary accounting of the Net Settlement Amount identifying distributions
19 made as ordered herein, the number and value of any uncashed checks, the statues of the redistributed
20 funds, the status of any unresolved issues, and any other matters appropriate to bring to the Court's
21 attention. Counsel is not required to appear at the settlement compliance hearing.

22 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

23
24 Dated: 11/12/2024



Jill Talley

Hon. Jill H. Talley
Judge of the Superior Court