

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Hayward Hall of Justice

Kenneth Gibson Plaintiff/Petitioner(s) VS. Shimmick CEC Joint Venture et al Defendant/Respondent (s)	No. 23CV026333 Date: 02/06/2026 Time: 2:00 PM Dept: 520 Judge: Jamilah A. Jefferson ORDER re: Hearing on Motion for Final Approval of Settlement filed by Kenneth Gibson (Plaintiff) CRS# A-26333-005 filed by Kenneth Gibson (Plaintiff) on 01/14/2026
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The Motion for Final Approval of Settlement filed by Kenneth Gibson on 01/14/2026 is Granted.

The Motion of Plaintiff Kenneth Gibson for Final Approval of Settlement is **GRANTED**.

The \$9,733 payment to the LWDA and \$3,244 payment from a Gross Settlement of \$230,000 to Class Members appears appropriate. The Court has also reviewed the billing entries from Plaintiff's counsel and approves the attorney's fees (\$76,666.67) and associated costs (\$10,000) requested. Finally, the Court has reviewed the supporting declaration filed with the Motion for Final Approval of the named class representative seeking a service award or class enhancement payment as named in this case and approves a total service award of \$10,000 to Plaintiff. (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807.)

Additionally, all payments by Defendants Shimmick CEC Joint Venture; Shimmick Construction Company; and California Engineering Contractors ("Defendants") shall be to the Settlement Administrator who shall, if the Settlement is given approval, distribute the funds per the Settlement Agreement.

Further, any award of attorney's fees will include a retention by the Settlement Administrator of ten percent (10%) of the fees until after the Settlement Administrator's report and account after distribution and the court's order of approval of that final report and account.

The Court sets a compliance hearing for **Friday, December 11, 2026** at 10:00 a.m. in

ORDER re: Hearing on Motion for Final Approval of Settlement filed by
Kenneth Gibson (Plaintiff) CRS# A-26333-005 filed by
Kenneth Gibson (Plaintiff) on 01/14/2026

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Department 520. By November 30, 2026, Class Counsel and the settlement administrator shall submit a summary accounting of the net settlement fund identifying distributions made as ordered herein; the status of any unresolved issues; and any other matters appropriate to bring to the court's attention.

BACKGROUND

Plaintiff filed his Complaint on January 26, 2023 as a Private Attorneys General Act ("PAGA") enforcement action. (Register of Actions ("ROA").) On July 12, 2024, the parties participated in a full-day mediation with Craig Ackermann that resulted several weeks later in settlement of Plaintiff's claims and a First Amended Complaint as stipulated to by the Parties. (Yablonovich Decl. ¶¶ 15-16.)

OVERVIEW

The Court has a "fiduciary responsibility as [guardian] of the rights of the absentee class members when deciding whether to approve a settlement agreement." (Duran v. Obesity Research Institute, LLC (2016) 1 Cal.App.5th 635, 646.) Although "there is a strong public policy favoring the settlement of litigation, this policy does not excuse a contractual clause that is otherwise illegal or unjust." (Timney v. Lin (2003) 106 Cal.App.4th 1121, 1127.) The Court must ensure the settlement is not "contrary to law or to public policy." (Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America (2006) 141 Cal.App.4th 46, 61.)

Further, the Court is obligated to ensure that the "agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (Cellphone Termination Fee Cases (2010) 186 Cal.App.4th 1380, 1389.) The Court "must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished." (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.)

Reasonableness

The trial court has broad discretion to determine whether the settlement is fair. (Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801.) Relevant factors to be considered include:

- 1) the strength of plaintiffs' case,
- 2) the risk, expense, complexity,
- 3) the likely duration of further litigation,
- 4) the risk of maintaining class action status through trial,
- 5) the amount offered in settlement,
- 6) the extent of discovery completed and the stage of the proceedings,
- 7) the experience and views of counsel,

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- 8) the presence of a governmental participant, and
- 9) the reaction of the class members to the proposed settlement.
(Dunk, supra, 48 Cal.App.4th at p. 1801.)

The parties' Settlement Agreement generally satisfies these requirements.

Proposed Settlement Agreement

Pursuant to the Settlement, Defendants have agreed to pay the Gross Settlement Amount ("GSA") of \$230,000.00 to be distributed as follows:

- o Class Counsel Attorney's Fees of up to \$76,666.67
- o Class Counsel Litigation Costs of up to \$10,000
- o Service Award for Class Action Representative: \$10,000
- o PAGA Penalty Fund Payment of \$12,978 split as follows:
 - 75% or \$9,733.00 to Labor Workforce Development Agency ("LWDA")
 - \$3,244 to PAGA-eligible aggrieved employees
- o Settlement Administrator Fees of up to \$5,000.00

All remaining GSA funds will be available to split between participating class members.

The Class

The proposed Settlement Class consists of "all current and former watchpersons of the joint venture between Shimmick and CEC who worked for the time from November 22, 2021 to October 31, 2023." (Settlement Agreement ¶ 5.) There are approximately 55 Class Members. (MPA p.7:3-8.) The number of participating class members will be finalized after the class notice has been sent out and all opt-out notices and objections have been received.

The class as defined appears to be an "ascertainable and sufficiently numerous class" with a "well-defined community of interest." (Brinker Restaurant Corp. v. Superior Court (2012) 53 Cal.4th 1004, 1021; Code Civ. Proc., § 382.) **The court certifies this class for purposes of settlement.**

Scope of Release

The scope of the Release is limited to the parties and claims in this litigation **and is therefore reasonable.**

Uncashed Settlement Checks

The proposed Settlement Agreement indicates all settlement checks that remain uncashed for more than 180 days after issuance will be tendered to the Court Appointed Special Advocates for Children of Alameda. (Code Civ. Proc., § 1500 et seq.)

Class Counsel, Attorney Fees & Costs

Mark Yablonovich, Monica Balderrama, Tony Roberts and their law firm Law Offices of Mark Yablonovich are approved as class counsel for purposes of this Settlement Agreement.

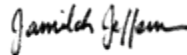
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Here, 30% of GSA of \$230,000 is \$69,000; however, Plaintiff seeks \$76,666.67 or 33% of the GSA. In light of Plaintiff's concurrent Motion for Attorney Fees, **the Court finds this amount to be reasonable.**

Plaintiff submitted a declaration as required setting forth the specific nature of his participation in the action, including an estimate of the number of hours he committed to the prosecution of this case. (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807.) Based on Plaintiff's Declaration, and the record of the proceedings in this case, the Court finds the Class Representative Service Award of \$10,000 **to be reasonable**.

The Court shall sign the Proposed Order Granting Motion for Final Approval of Class Action Settlement and Judgment.

The Court orders counsel to obtain a copy of this order from the eCourt portal.



Jamilah A. Jefferson / Judge

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SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	FILED Superior Court of California County of Alameda 02/06/2026
PLAINTIFF/PETITIONER: Kenneth Gibson	Chad Finke, Executive Officer / Clerk of the Court By: <u><i>Daniell Labrecque</i></u> Deputy D. Labrecque
DEFENDANT/RESPONDENT: Shimmick CEC Joint Venture et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV026333

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order re: Hearing on Motion for Final Approval of Settlement filed by Kenneth Gibson (Plaintiff) CRS# A-26333-005 filed by Kenneth Gibson (Plaintiff) on 01/14/2026 entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

ALVIN ARCEO
aarceo@littler.com

Mark Yablonovich
Law Offices of Mark Yablonovich
mark@yablonovichlaw.com

Dated: 02/06/2026

Chad Finke, Executive Officer / Clerk of the Court

By:

Daniell Labrecque

D. Labrecque, Deputy Clerk