

THE SWEENEY LAW FIRM, APC
 BRANDON J. SWEENEY (SBN 278532)
 Email: bsweeney@thesweeneylawfirm.com
 22647 Ventura Blvd., Ste. 603
 Woodland Hills, California 91364
 Telephone: (818) 415-4965
 Facsimile: (213) 814-2550

EASHOO LAW, PC
 Rochelle E. Rodriguez, Esq. (SBN 307196)
 Email: rochelle@jelawpc.com
 9454 Wilshire Boulevard, Suite 600
 Beverly Hills, CA 90212
 Tel.: (310) 300-3826
 Fax: (310) 300-3829

*Attorneys for Plaintiff JEREMY YEAGER, an individual, and on behalf
 of others similarly situated
 [Additional Attorneys on next page]*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF ALAMEDA**

JEREMY YEAGER, an individual, and on)
 behalf of others similarly situated,)

Plaintiffs,)

vs.)

ATLAS TECHNICAL CONSULTANTS)
 (CA), INC.; and DOES 1 through 100,)
 inclusive,)

Defendants.)

23cv039836

*[Assigned for all purposes to the Hon. Patrick
 McKinney, Dept. 18]*

**[PROPOSED] ORDER OF FINAL
 APPROVAL OF CLASS ACTION AND
 PAGA SETTLEMENT, AND FOR
 ATTORNEYS' FEES AND COSTS, AND
 SERVICE AWARD; AND JUDGMENT**

FILED
 Superior Court of California
 County of Alameda
 07/06/2025
 IAN FINE, Electronic Officer/Clerk of the Court
 By: J. Mayer Deputy

1 Walter L. Haines (SBN 71075)

Email: *walter@uelglaw.com*

2 Peggy J. Reali (SBN 153102)

Email: *preali@uelglaw.com*

3 **UNITED EMPLOYEES LAW GROUP, PC**

8605 Santa Monica Blvd, # 63354

4 West Hollywood, CA 90069-4109

5 Phone: 562-256-1047

Fax: 562-256-1006

6 *Attorneys for Plaintiff JEREMY YEAGER, an individual, and on behalf*
7 *of others similarly situated*

1 Before the Court is an unopposed motion by plaintiff Jeremy Yeager for final approval of the
2 settlement of putative class and PAGA claims reached with defendant Atlas Technical Consultants
3 (CA), Inc. (named as the proper defendant in Plaintiff's Second Amended Complaint filed August 4,
4 2025) ("Defendant") and his accompanying unopposed motion for an award of attorneys' fees,
5 reimbursement of litigation expenses, and services award.

6 The motion came on for hearing on April 16, 2026, at 1:30 p.m., in Department 18 of the
7 Alameda Superior Court, Rene C. Davidson Courthouse, 1225 Fallon Street Oakland, CA 94612, the
8 Honorable Patrick McKinney II presiding.

9 Due to adequate notice having been given to Settlement Class Members as required by the
10 Court's November 3, 2025 Preliminary Approval Order, and the Court having considered all papers
11 filed and proceedings in this action, and having received no objections to the settlement, and
12 determining that the settlement is fair, adequate, and reasonable, and otherwise being fully informed
13 and good cause appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

14 1. This Order hereby incorporates by reference the definitions in the "Class Action and
15 PAGA Settlement Agreement and Class Notice," the "Amendment to Class Action and PAGA
16 Settlement Agreement and Class Notice" and the "Second Amendment to Class Action and PAGA
17 Settlement" (together, the "Settlement Agreement"), as though fully set forth herein, and all terms
18 used herein shall have the same meaning as set forth in the Settlement Agreement.

19 2. This Court has jurisdiction over the claims of the members of the Settlement Class
20 and Aggrieved Employees asserted in this proceeding, personal jurisdiction over the Plaintiff and
21 Defendant, and the members of the Settlement Class and Aggrieved Employees, as respectively
22 defined in the Settlement Agreement.

23 3. This Court previously conditionally certified the Settlement Class for settlement
24 purposes. The Court hereby grants final certification approval for settlement purposes to the
25 Settlement Class, as an opt-out class, defined as:

26 "All current and former nonexempt employees employed by Atlas Technical
27 Consultants (CA), Inc. in California from August 2, 2019 through November 3, 2025."
28

1 4. The Court further approves the scope of the PAGA Settlement to apply to the LWDA
2 and Aggrieved Employees, defined as all current and former nonexempt employees employed by
3 Atlas Technical Consultants (CA), Inc. in California, from July 13, 2022 through November 3, 2025.

4 5. The Notice given to the class fully and accurately informed the Settlement Class of all
5 material elements of the proposed settlement and of their opportunity to exclude themselves from,
6 object to, or comment on the settlement, and to appear at the Final Approval hearing. The Notice
7 was reasonable and the best notice practicable under the circumstances. Accordingly, this Court
8 finds that the Class Notice and program described in the Settlement Agreement and completed by
9 the Administrator complied fully with the requirements of due process, Rule 3.766 of the California
10 Rules of Court, and all other applicable laws.

11 6. The Settlement Agreement is not an admission of any wrongdoing by Defendant or
12 by any of the Released Parties nor is this Order a finding of the validity of any allegations or of any
13 wrongdoing by Defendants or any other Released Parties. Neither this Order, the Settlement
14 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
15 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
16 omission, concession, or liability whatsoever by or against Defendant or any of the Released Parties

17 7. All Settlement Class Members who did not submit timely Requests for Exclusion are
18 bound by this Final Approval Order and the ensuing Final Judgment and by the terms of the Parties'
19 Settlement Agreement, including releases provided for in the Settlement Agreement and this Final
20 Approval Order. As of the effective date of Settlement, by operation of the entry of this Final
21 Approval Order, each Participating Class member, including Plaintiff, shall be deemed to have fully
22 released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released
23 Claims that he or she may have against Defendant and the Released Parties. Settlement Class
24 Members who did not timely submit Requests for Exclusion, are enjoined from prosecuting the
25 Released Claims, and are enjoined from initiating or continuing other proceedings regarding the
26 Released Claims, as provided in the Settlement Agreement.

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1 8. Settlement Class Members were given a full opportunity to participate in the Final
2 Approval hearing, and all Settlement Class Members and other persons wishing to be heard have
3 been heard. Accordingly, the Court determines that all Settlement Class Members who did not
4 timely and properly opt out of the Settlement are bound by this Order and Judgment.

5 9. Based on the Declaration of Bentley Conn of Simpluris, Inc., the Court finds that no
6 individuals submitted a valid and timely Request for Exclusion pursuant to the terms of the
7 Settlement Agreement.

8 10. As of the date of this Order, no Settlement Class Member has objected to the terms of
9 the Settlement.

10 11. The Court has considered all relevant factors for determining the fairness of the
11 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
12 particular, the Court finds that the Settlement was reached following meaningful discovery and
13 investigation conducted by Plaintiff's counsel; that the Settlement is the result of serious, informed,
14 adversarial and arms'-length negotiations between the Parties; and that the terms of the Settlement
15 are in all respects fair, adequate, and reasonable.

16 12. The Court hereby approves the Settlement and directs the Parties to effectuate the
17 Settlement according to its terms and this Order. Upon entry of this Order, compensation to
18 Participating Class Members shall be paid pursuant to the terms of the Settlement Agreement.

19 13. The Court hereby finds the Individual Settlement Payments provided to Settlement
20 Class members under the terms of the Settlement to be fair and reasonable in light of all the
21 circumstances. The Court, therefore, orders the calculations and payments to be made and
22 administered in accordance with the terms of the Settlement Agreement.

23 14. The Court confirms as class counsel: Brandon J. Sweeney; Rochelle Rodriguez of
24 Eashoo Law, and Peggy Reali and Walter Haines of United Employees Law Group, PC. The Court
25 finds that Class Counsel have sufficient experience, knowledge and skill to promote and safeguard
26 the interests of the Class. The Court therefore finds that Class Counsel satisfies the professional and
27 ethical obligations of Class Counsel.

1 15. The Settlement Agreement provided for attorneys' fees to Class Counsel of one-
2 third, or \$166,650.00. However, given that the parties settled before dispositive motions or trial, and
3 no unusual risks or issues presented by Plaintiff, the Court exercises its discretion and approves 32%
4 of the gross settlement amount -- or \$160,000.00 -- as attorneys' fees to Class Counsel (based on a
5 reasonable blended billing rate of \$600 an hour for the 369.35 hours spent on the matter by three
6 firms). The Court finds that this amount is supported by both the application of the percentage fee
7 and the lodestar multiplier methods for awarding reasonable attorneys' fees. The Court finds that
8 Class Counsels' request falls within the range of reasonableness (the requested fee is an approximate
9 .72 negative multiplier of the lodestar); the result achieved justifies the requested attorneys' fees; and
10 that Class Counsels' 2023-2026 hourly rates are reasonable and commensurate with the prevailing
11 rates for class actions.

12 16. Ten percent (10%) of the attorneys' fee award must be kept in the settlement
13 administrator's trust fund until the completion of the distribution process and court approval of a
14 final accounting.

15 17. The Settlement Agreement provided for up to \$20,000 in costs to Class Counsel. In
16 the course of this litigation, Class Counsel incurred **\$12,494.71** in past and estimated future litigation
17 costs in the form of filing fees, mediation and hearing fees, document copying fees, and legal
18 research and investigation charges. The Court approves reimbursement of Class Counsel for these
19 costs.

20 18. The Court further approves the distribution to Individual Class Payments shall be
21 those funds allocated to settlement of wage claims subject to W-2 tax treatment (and therefore
22 payroll taxes), with the remainder allocation to that of the penalty portion of the settlement subject to
23 1099 tax treatment.

24 19. The Court finds the services provided by the Settlement Administrator, Simpluris,
25 Inc., were for the benefit of the Class. The Court approves the fees charged by Simpluris of **\$6,500**
26 and finds the fees are fair, reasonable, and appropriate for reimbursement, in that they include all
27 costs and fees incurred to date, as well as estimated costs and fees involved in completing the
28 administration of the Settlement.

1 20. The Court finds that Jeremy Yeager is a suitable representative for the Settlement
2 Class and is hereby appointed as Class Representative. The Court finds that Mr. Yeager's
3 investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy
4 for the Settlement Class, and their interests are aligned with those of the Settlement Class.

5 21. The Court finds the Class Representative Service Award in the amount of **\$7,500** to
6 be fair and reasonable compensation in recognition of Plaintiff's efforts on behalf of the Settlement
7 Class and the risks incurred by Plaintiff in assisting Class Counsel as described in Plaintiff's
8 declaration and the declarations of Class Counsel, and because Plaintiff has executed a general
9 release as described in the Settlement Agreement. The Court approves the \$7,500 payment to
10 Plaintiff / Class Representative Jeremy Yeager as a Service Award.

11 22. Pursuant to California Code of Civil Procedure section 384, the Court approved the *cy*
12 *pres* beneficiary Legal Aid at Work and hereby orders that the amounts of any voided Individual
13 Settlement check shall be distributed to Legal Aid at Work. This is a highly respected non-profit
14 organization which advocates for workplace rights and employment laws and systems that empower
15 low-paid workers and marginalized communities across California. Unclaimed funds should not be
16 distributed to Legal Aid at Work until completion of the distribution process and court approval of a
17 final accounting.

18 23. The Court hereby enters judgment pursuant to California Rules of Court 3.769(h).
19 Plaintiff and Settlement Class Members shall take nothing from Defendant except as set forth in the
20 Settlement Agreement and this Final Approval Order and the Judgment.

21 24. Without affecting the finality of this Order and Judgment, the Court shall retain
22 continuing jurisdiction over this action and the parties pursuant to Code of Civil Procedure section
23 664.6 and California Rules of Court, Rule 3.769(h), including plaintiff, all members of the
24 Settlement Class, the Aggrieved Employees, and Defendant and over all matters pertaining to the
25 implementation of the terms of the Settlement Agreement, to include **(a)** enforcing the Settlement
26 Agreement, **(b)** addressing settlement administration matters, and **(c)** addressing such post-judgment
27 matters as may be appropriate under court rules or applicable law. Except as provided to the
28 contrary herein, any disputes or controversies arising with respect to the interpretation, enforcement

1 or implementation of the Settlement Agreement shall be presented by motion to the Court for
2 resolution.

3 25. Final Distribution Report and Accounting. The Court reserves a compliance hearing
4 on the final accounting and distribution for **January 20, 2027, at 1:30 p.m. in Department 18 of**
5 **the Rene C. Davidson Courthouse.** At least **five court days prior to the hearing**, Plaintiff's
6 counsel must file a final report and settlement administrator's declaration regarding final accounting
7 and distribution of the settlement funds, to include the disbursements made, a summary of
8 accounting, the number and value of any uncashed settlement checks, and any other matters the
9 parties need to bring to the Court's attention. Appearances may not be required if the report and
10 declaration establish that the distributions are complete.

11 26. Class Counsel shall serve this Order, and the Judgment, upon the LWDA within 10
12 court days.

13 27. Within 10 days of this Order, the Settlement Administrator shall give notice of
14 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
15 posting a copy of said order and final judgment on its website.

16 **IT IS HEREBY ORDERD, ADJUDGED, AND DECREED THAT:**

17 28. Judgment is hereby entered in accordance with the terms of this court's final approval
18 order.

19 29. The Settlement Class is defined as follows:

20 All current and former nonexempt employees employed by Atlas Technical
21 Consultants (CA), Inc. in California from August 2, 2019 through November 3, 2025.

22 30. The scope of the PAGA Settlement to apply to the LWDA and Aggrieved Employees
23 approved by the Court is defined as:

24 All current and former nonexempt employees employed by Atlas Technical
25 Consultants (CA), Inc. in California, from July 13, 2022 through November 3, 2025.

26 31. No class members objected.

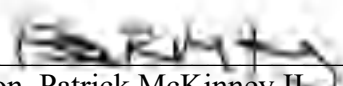
27 32. No class members requested exclusion.

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1 33. Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the
2 California Rules of Court and without impacting the finality of this judgment – the court retains
3 jurisdiction over plaintiffs, all members of the Settlement Class, Aggrieved Employees, and
4 defendants for purpose of supervising the implementation, enforcement, construction, administration
5 and interpretation of the Settlement Agreement, Final Approval Order, and this Judgment thereon.
6 This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).

7 **IT IS SO ORDERED, ADJUGED AND DECREED**

8
9 Dated: July 6, 2026



Hon. Patrick McKinney II
Judge of the Alameda Superior Court

Patrick McKinney / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 07/07/2026
PLAINTIFF/PETITIONER: Jeremy Yeager	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Atlas Technical Consultants, LLC et al	J. Moyer
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV039836

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 [PROPOSED] ORDER OF FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, AND FOR ATTORNEYS FEES AND COSTS, AND SERVICE AWARD; AND JUDGMENT 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.

brandonjsweeney@gmail.com

Dated: 07/07/2026

Chad Finke, Executive Officer / Clerk of the Court

By:


J. Moyer, Deputy Clerk