

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Jennifer Gerstenzang (State Bar #279810)

jenny@zakaylaw.com

Nicole Noursamadi (State Bar #357246)

nicole@zakaylaw.com

Eden Zakay (State Bar #339536)

eden@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Attorneys for PLAINTIFF

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

SHANE ABBOTT, individually, and on behalf
of other members of the general public similarly
situated;

Plaintiff,

vs.

SAUNDERS CONSTRUCTION, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 24CV428659

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL**

Hearing Date: January 15, 2026

Hearing Time: 1:30 p.m.

Judge: Hon Charles F. Adams

Department: 7

Trial Date: None

Action Filed: January 5, 2024

1 **LAWYERS FOR JUSTICE PC**

Arby Aiwazian, Esq.

2 arby@calljustice.com

Joanna Ghosh, Esq.

3 joanna@calljustice.com

Brian St. John, Esq.

4 brian@calljustice.com

Erica Stepanian, Esq.

5 erica@calljustice.com

6 450 North Brand Blvd., Suite 900

7 Glendale, CA 91203

Telephone: (818) 265-1020

8 Attorneys for PLAINTIFF

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1 Plaintiff's motion for an order finally approving the Joint Stipulation of Settlement of
2 Class and PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class
3 Counsel Attorneys' Fees and Attorneys' Expenses and Service Award duly came on for hearing
4 on January 15, 2026, before the above-entitled Court. The Zakay Law Group, APLC, JCL Law
5 Firm, APC, and Lawyers *for* Justice, PC appeared on behalf of Plaintiff SHANE ABBOTT
6 ("Plaintiff"). Gordon Rees Scully Mansukhani appeared on behalf of Defendant SAUNDERS
7 CONSTRUCTION, INC. ("Defendant").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All terms used herein shall have the same meaning as defined in the
13 Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Santa Clara ("Court"), Case No. 24CV428659
16 entitled *Shane Abbott v. Saunders Construction, Inc.* and over all Parties to this litigation,
17 including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On May 28, 2025, the Court granted preliminary approval of a class-wide
20 settlement. At this same time the Court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was
25 mailed by first class U.S. Mail to the Class Members at their last known addresses on July 11,
26 2025. Mailing of the Notice Packet to their last known addresses was the best notice practicable
27 under the circumstances and was reasonably calculated to communicate actual notice of the
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1 litigation and the proposed settlement to the members of the Class. The Court finds that the
2 Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was August 25, 2025.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion.

7 **Fairness of the Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$600,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

11 a. The settlement was reached through arm's-length bargaining
12 between the Parties. There is no evidence of any collusion between the Parties in reaching the
13 proposed settlement.

14 b. The Parties' investigation and discovery have been sufficient to
15 allow the Court and counsel to act intelligently.

16 c. Counsel for all parties are experienced in similar employment class
17 action litigation and have previously settled similar class claims on behalf of employees claiming
18 compensation. All counsel recommend approval of the Settlement.

19 d. No objections were received. No requests for exclusion were
20 received.

21 e. The participation rate is high. 100% of Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Class Members under the terms of the
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
25 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of
26 the Released Class Claims, given the uncertainties and risks of the litigation and the delays which
27 would ensue from continued prosecution of the Action.

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **PAGA Payment**

4 9. The Agreement provides for a PAGA Payment in the amount of
5 \$25,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
6 Payment and the allocation of \$18,750.00 to LWDA and \$6,250.00 to the Aggrieved Employees is
7 fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.*
8 (2021) 72 Cal.App.5th 56.

9 **Payment of Class Counsel Attorneys' Fees and Attorneys' Expenses**

10 10. The Agreement provides for an award of Attorneys' Fees and Attorneys'
11 Expenses in the amount of up to Two Hundred Forty-Five Thousand Dollars and Zero Cents
12 (\$245,000.00). Subject to Court approval, Attorneys' Fees are equal to thirty-five percent (35%)
13 of the Gross Settlement Amount, Two Hundred Ten Thousand Dollars and Zero Cents
14 (\$210,000.00) and reimbursement of costs and expenses in the amount of up to Thirty-Five
15 Thousand Dollars and Zero Cents (\$35,000.00).

16 11. A award of Attorneys' Fees and Attorneys' Expenses of Two Hundred
17 Thirty Two Thousand Six Hundred Eighty-One Dollars and Forty-One Cents (\$232,681.41)
18 comprised of attorneys' fees in the amount of Two Hundred Ten Thousand Dollars and Zero Cents
19 (\$210,000.00) and reimbursement of actually incurred costs and expenses in the amount of
20 Twenty-Two Thousand Six Hundred Eighty-One Dollars and Forty-One Cents (\$22,681.41) is
21 reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
22 Counsel, and the results achieved by Class Counsel. The requested Attorneys' Fees represent
23 thirty-five percent (35%) of the common fund, which is reasonable and at the low end of the range
24 for fee awards in common fund cases and is supported by Class Counsel's lodestar.

25 **Service Award**

26 12. The Agreement provides for a Service Award of up to \$10,000.00 for the
27 Class Representative Shane Abbott, subject to the Court's approval. The Court finds that the
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1 amount of \$10,000.00 to Plaintiff is reasonable in light of the risks and burdens undertaken by
2 Plaintiff in this class action litigation.

3 **Claims Administration Expenses**

4 13. The Agreement provides for Claims Administration Expenses to be paid in
5 an amount not to exceed \$6,490.00. The Declaration of the Settlement Administrator provides
6 that the actual claims administration expenses were \$6,490.00. The amount of this payment is
7 reasonable in light of the work performed by the Settlement Administrator.

8 **II.**

9 **ORDERS**

10 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

11 1. The Class is certified for the purposes of settlement only. The Settlement
12 Class is hereby defined to include:

13 All individuals who are or previously were employed by Defendant in California
14 and classified as a non-exempt employee at any time during the period from
15 January 5, 2020, through March 6, 2025.

16 2. There are 91 members of the Class. Every person in the Class who did not
17 opt out is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs
18 to the Settlement.

19 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
20 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
21 this Order and the terms of the Agreement.

22 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
23 exchange, the Class Members shall release Defendant from the “Released Class Claims” and the
24 “Aggrieved Employees” shall release the “Released PAGA Claims.”

25 a. The Released Class Claims are defined as all class claims alleged, or
26 reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the
27 Action which occurred during the Class Period, and expressly excluding all other claims,
28 including claims for vested benefits, wrongful termination, unemployment insurance, disability,

1 social security, workers' compensation, or claims based on facts occurring outside the Class
2 Period.

3 b. The Released PAGA Claims are defined as all claims for all PAGA
4 claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA Notice to the
5 LWDA which occurred during the PAGA Period, and expressly excluding all other claims,
6 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
7 social security, workers' compensation, and PAGA claims outside of the PAGA Period.

8 5. Class Counsel are awarded Attorneys' Fees and Attorneys' Expenses in the
9 amount of Two Hundred Thirty Two Thousand Six Hundred Eighty-One Dollars and Forty-One
10 Cents (\$232,681.41) comprised of attorneys' fees in the amount of Two Hundred Ten Thousand
11 Dollars and Zero Cents (\$210,000.00) and reimbursement of actually incurred costs and expenses
12 in the amount of Twenty-Two Thousand Six Hundred Eighty-One Dollars and Forty-One Cents
13 (\$22,681.41). Class Counsel shall not seek or obtain any other compensation or reimbursement
14 from Defendant, Plaintiff, or members of the Class.

15 6. The payment of the Service Award to Plaintiff in the amount of \$10,000.00
16 is approved.

17 7. The payment of \$6,490.00 to the Settlement Administrator for the Claims
18 Administration Expenses is approved.

19 8. The PAGA Payment of \$25,000.00 is hereby approved as fair, reasonable,
20 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
21 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
22 fraud or collusion.

23 9. Final Judgment is hereby entered in this Action. The Final Judgment shall
24 bind each Settlement Class Member.

25 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
26 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General
27 Act ("PAGA").
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1 11. The term “Aggrieved Employees” is hereby defined to include all
2 individuals who are or previously were employed by Defendant in California and classified as a
3 non-exempt employee at any time during the period from October 31, 2022, through March 6,
4 2025.

5 12. The Court further finds and determines that Class Counsel satisfied
6 California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of
7 claims arising under the Private Attorney General Act (“PAGA”) on April 14, 2025, and again on
8 December 17, 2025.

9 13. The Court orders Class Counsel to comply with California Labor Code §
10 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the
11 Court’s entry of this Order.

12 14. The Agreement is not an admission by Defendant, nor is this Final
13 Approval Order and Judgment a finding of the validity of any claims in the Action or of any
14 wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document
15 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
16 be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever.
17 The entering into or carrying out of the Agreement, and any negotiations or proceedings related
18 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
19 concession with regard to the denials or defenses by Defendant and shall not be offered in
20 evidence in any action or proceeding against Defendant in any court, administrative agency or
21 other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of
22 this Final Approval Order and Judgment, the Settlement, or any related agreement or release.
23 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
24 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
25 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
26 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
27 claims being released by the Settlement.

1 15. Notice of entry of this Final Approval Order and Judgment shall be given to
2 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
3 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
4 Final Approval Order and Judgment shall be posted on the Settlement Administrator's website as
5 indicated in the Notice Packet.

6 16. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
7 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
8 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
9 connection with the distribution of settlement benefits.

10 17. If the Settlement does not become final and effective in accordance with the
11 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
12 Defendant consistent with the terms of the Settlement, then this Final Approval Order and
13 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
14 be vacated.

15 **IT IS SO ORDERED.**

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17 DATED: _____

Hon. Charles F. Adams
JUDGE OF THE SUPERIOR COURT