

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
john.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com
Lucy H. Nguyen (SBN 338783)
lucy.nguyen@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

SANDRA YAQUINTO, an individual, on behalf
of herself and others similarly situated,

Plaintiff,

v.

UNICO ENGINEERING INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV009174

Consolidated with Case No.: 24CV013737

Assigned for All Purposes to:
Hon. Lauri A. Damrell
Dept. 8B

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: September 18, 2026

Time: 9:00 a.m.

Dept.: 8B

1 Plaintiff Sandra Yaquinto's ("Plaintiff") Motion for Final Approval of Class Action and
2 PAGA Settlement came before this Court on September 18, 2026, at 9:00 a.m., in Department
3 8B of the Superior Court of California, County of Sacramento, located at 500 G Street,
4 Sacramento, CA 95814. Plaintiff now seeks an order granting final approval of the Settlement
5 Agreement ("Settlement" or "Settlement Agreement") between Plaintiff and Defendant Unico
6 Engineering Inc. ("Defendant") (Plaintiff and Defendant collectively, the "Parties"), a copy of
7 which is attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for
8 Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**. On May 8, 2026,
9 this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
10 and PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary
11 Approval Order, Class Members have been given notice of the terms of the Settlement and the
12 opportunity to comment on or object to it or to exclude themselves from its provisions.

13 Having received and considered the Settlement Agreement, the supporting papers filed
14 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
15 Approval of Class Action and PAGA Settlement granted on May 8, 2026, and the instant Motion
16 for Final Approval of Class Action and PAGA Settlement and supporting papers, as well as oral
17 argument presented to the Court, the Court grants final approval of the Settlement and HEREBY
18 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

19 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
20 including all Settlement Class Members.

21 2. The Court finds that the Class, as defined below, is properly certified as a class for
22 settlement purposes only:

23 all persons who worked for Defendant in California as an hourly-paid or
24 non-exempt employee at any time during the Class Period.

25 3. "Class Period" means the period from September 27, 2019 to July 30, 2025.

26 4. The Court appoints Plaintiff Sandra Yaquinto as Class Representative for settlement
27 purposes only.

28 5. The Court appoints John G. Yslas, Eugene Zinovyev, John Brown, Gabriella Solé,

1 and Lucy H. Nguyen of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

2 6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class
3 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
4 their right to receive a settlement share, their right to comment on or object to the Settlement or to
5 opt out of the Settlement and pursue their own remedies, and their right to appear in person or by
6 counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate
7 periods of time were provided by each of these procedures.

8 7. No Class Members objected to the Settlement.

9 8. Two Class Members, Roy Porter and Todd Jordan, timely requested exclusion from
10 the Settlement. Accordingly, 159 of the 161 Class Members, or approximately 98.76% of the
11 Settlement Class, are Participating Class Members.

12 9. The Court finds and determines that this notice procedure afforded adequate
13 protections to Class Members and provides the basis for the Court to make an informed decision
14 regarding approval of the Settlement based on the responses of Class Members. The Court finds
15 and determines that the notice provided in this case was the best notice practicable, which satisfied
16 the requirements of law and due process.

17 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
18 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
19 requirements for final approval of this class action settlement under California law, including the
20 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
21 3.769.

22 11. Class Members who have not opted out will be bound by the Settlement, except
23 Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a
24 portion of the amount set aside for their share of the settlement of civil penalties, regardless of
25 whether they opt out of the Settlement.

26 12. The Court finds that Plaintiff notified the Labor and Workforce Development
27 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California
28 Labor Code § 2699(s).

1 13. No later than fourteen (14) days after the Effective Date, as defined in the Settlement
2 Agreement, Defendant will transfer the Gross Settlement Amount of \$142,500.00 to the Settlement
3 Administrator.

4 14. Within ten (10) days after Defendant fully funds the GSA, the Administrator will
5 mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
6 Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel
7 Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the
8 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
9 Representative Service Payment shall not precede disbursement of Individual Class Payments and
10 Individual PAGA Payments.

11 15. The “Effective Date” is defined as the date by which both of the following have
12 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
13 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
14 (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
15 (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline
16 for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
17 the day after the appellate court affirms the Judgment and issues a remittitur.

18 16. In addition to any recovery Plaintiff may receive under the Settlement, and in
19 recognition of Plaintiff’s efforts on behalf of the Settlement Class, the Court hereby approves
20 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
21 Sandra Yaquinto in the amount of \$10,000.00.

22 17. The Court approves payment from the Gross Settlement Amount for civil penalties
23 under PAGA in the amount of \$10,000.00 with the LWDA to receive 75% (\$7,500.00), and the
24 remaining 25% (\$2,500.00) to be distributed to Aggrieved Employees, defined all persons who
25 worked for Defendant in California as an hourly-paid or non-exempt employee at any time from
26 May 6, 2023 to July 30, 2025. The Court finds and determines that such payment is fair, reasonable,
27 and appropriate.

28 18. The Court approves payment from the Gross Settlement Amount for attorneys’ fees

1 to Class Counsel in the amount of \$47,500.00, and the reimbursement of litigation costs in the
2 amount of \$15,671.01. Both are reasonable amounts. The reasonableness of the fee award is
3 determined based on a reasonable percentage of the common fund obtained for the Class. The
4 Court also has considered the “lodestar amount.” Awarding fees on a percentage basis encourages
5 efficient litigation practices and reflects the actual benefit obtained for the Class.

6 19. The Court approves payment from the Gross Settlement Amount for settlement
7 administration services in the amount of \$5,950.00 to the Settlement Administrator, Apex Class
8 Action Administration.

9 20. Individual Settlement Payment checks will be valid for 180 days after mailing by
10 the Settlement Administrator. For any Individual Class Payment or Individual PAGA Payment
11 check that remains uncashed and is canceled after the Void Date, the Settlement Administrator
12 shall transmit the funds represented by such check to the California Controller’s Unclaimed
13 Property Fund in the name of the Class Member.

14 21. Effective on the date when Defendant fully funds the Gross Settlement Amount
15 and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
16 Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as
17 follows:

18 (a) Released Class Claims: “All Participating Class Members will release all
19 claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably
20 been alleged based on the facts alleged in the operative Complaint, including but not limited to:
21 (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194,
22 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§
23 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7
24 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7);
25 (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203);
26 (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226);
27 (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8)
28 failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and

1 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et*
2 *seq.*). The enumeration of these specific claims shall neither enlarge nor narrow the scope of *res*
3 *judicata* based on the claims that were asserted in the Action or could have been asserted in the
4 Action based on the facts and circumstances alleged in the Complaint. The Released Class
5 Claims are those that accrued during the Class Period.”

6 (b) Released PAGA Claims: “All Aggrieved Employees will release all claims
7 for PAGA civil penalties that are alleged or reasonably could have been alleged based on the
8 facts alleged in the operative Complaint and in Plaintiff’s November 15, 2023 PAGA Notice,
9 including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to
10 Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime
11 wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods
12 (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest
13 periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages
14 at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide
15 accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure
16 to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to
17 produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5);
18 (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages
19 (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of
20 hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11)
21 recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174,
22 1174.5, 1198 and 1199); (12) willful misclassification (pursuant to Cal. Labor Code § 226.8);
23 (13) retaliation (pursuant to Cal. Labor Code § 1102.5); and (14) civil penalties for wage and
24 hour violations (pursuant to Cal. Labor Code § 558). “The Released PAGA Claims are those
25 that accrued during the PAGA Period.” *See Settlement Agreement* § 5.3. Only Plaintiff will
26 agree to a general release and a waiver of Civil Code § 1542. *Id.* at §§ 5.1, 5.1.1.

27 22. “Released Parties” means Defendant.

28 23. The Parties and Administrator are hereby ordered to comply with the terms of the

1 Settlement.

2 24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs
3 except as otherwise provided in the Settlement and this Judgment and Order Granting Final
4 Approval of Class Action and PAGA Settlement.

5 25. Without affecting the finality of this order in any way, pursuant to California Code
6 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
7 interpretation, administration, implementation, effectuation, and enforcement of this order and the
8 Settlement.

9 26. The Court hereby enters final judgment in accordance with the terms of the
10 Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and
11 PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action
12 and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action
13 and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
14 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
15 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

16 27. A Settlement Compliance Hearing is set for _____, at _____ a.m/p.m. or a
17 date and time soon thereafter more convenient for the Court: _____, at
18 _____ a.m./p.m. in Department 8B of the above-captioned Court.

19 28. A final report from the Settlement Administrator indicating that disbursements were
20 made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement
21 Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed,
22 no appearance will be required at the Settlement Compliance Hearing.

23 **IT IS SO ORDERED.**

24
25 Dated: _____

26 _____
27 HONORABLE LAURI A. DAMRELL
28 JUDGE OF THE SUPERIOR COURT