

Filed
May 28, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
24CV428659
By: edesantiago

SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

SHANE ABBOTT, individually, and on behalf of other members of the general public similarly situated,)	Case No.: 24CV428659
)	
Plaintiff,)	ORDER GRANTING PLAINTIFF'S
)	MOTION FOR PRELIMINARY APPROVAL
v.)	OF CLASS ACTION AND PAGA
)	SETTLEMENT
)	
)	
SAUNDERS CONSTRUCTION, INC., et al.,)	
)	
Defendants.)	
)	

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiff Shane Abbott ("Plaintiff") allege that defendant Saunders Construction, Inc. ("Defendant") committed various wage and hour violations.

Before the Court is Plaintiff's motion for preliminary approval of settlement, which is unopposed. As discussed below, the Court GRANTS the motion.

I. BACKGROUND

According to the allegations of the operative First Amended Complaint ("FAC"), Plaintiff was employed by Defendant, a contracting business specializing in commercial seismic retrofits, as a non-exempt, hourly-paid employee from March 2023 to June 2023. (FAC, ¶ 17.)

ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

1 Plaintiff alleges that Defendant failed to: pay all wages owed (including minimum wage
2 and overtime wages); use the shit differential to calculate the regular rate of pay used to calculate
3 the overtime rate; permit employees to take uninterrupted meal breaks or provide compensation
4 in lieu of a compliant meal break; accurately compensate employees for hours actually worked as
5 a consequence of rounding such time; pay employees wages owed upon discharge or resignation;
6 pay wages within permissible time period; provide accurate wage statements; keep complete or
7 accurate payroll records; and reimburse employees for necessary business-related expenses and
8 costs.

9 Based on the foregoing, Plaintiffs initiated this action in January 2024 and filed the
10 operative FAC on February 6, 2025 asserting the following causes of action: (1) unpaid
11 overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid
12 minimum wages; (5) final wages not timely paid; (6) wages not timely paid during employment;
13 (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9)
14 unreimbursed business expenses; (10) violation of California Business & Professions Code §§
15 17200, et seq.; and (11) PAGA violations.

16 Plaintiffs now seek an order: preliminarily approving the parties' class action settlement;
17 conditionally certifying the Class for settlement purposes; ordering the proposed Class notice be
18 sent to the settlement Class; appointing Apex Class Action, LLC ("Apex") as the settlement
19 administrator; provisionally appointing Plaintiff as Class representative; appointing Zakay Law
20 Group, APLC and JCL Law Firm, APC as Class counsel; and scheduling a final approval
21 hearing.

22 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

23 **A. Class Action**

24 Generally, "questions whether a [class action] settlement was fair and reasonable,
25 whether notice to the class was adequate, whether certification of the class was proper, and

1 whether the attorney fee award was proper are matters addressed to the trial court's broad
2 discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
3 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
4 260.)

5 "In determining whether a class settlement is fair, adequate and reasonable, the trial court
6 should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense,
7 complexity and likely duration of further litigation, the risk of maintaining class action status
8 through trial, the amount offered in settlement, the extent of discovery completed and the stage
9 of the proceedings, the experience and views of counsel, the presence of a governmental
10 participant, and the reaction of the class members to the proposed settlement." (*Wershba, supra*,
11 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

12 In general, the most important factor is the strength of the plaintiffs' case on the merits,
13 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
14 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and
15 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
16 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the
17 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
18 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
19 whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation
20 marks omitted.) The trial court also must independently confirm that "the consideration being
21 received for the release of the class members' claims is reasonable in light of the strengths and
22 weaknesses of the claims and the risks of the particular litigation." (*Kullar, supra*, 168
23 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
24 "provided with basic information about the nature and magnitude of the claims in question and
25

1 the basis for concluding that the consideration being paid for the release of those claims
2 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

3 **B. PAGA**

4 Labor Code section 2699, subdivision (1)(2) provides that “[t]he superior court shall
5 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
6 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
7 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
8 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
9 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
10 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
11 *Moriana* (2022) 596 U.S. 639, 2022 U.S. LEXIS 2940.)

12 Similar to its review of class action settlements, the Court must “determine independently
13 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
14 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
15 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to
16 remediate present labor law violations, deter future ones, and to maximize enforcement of state
17 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
18 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA
19 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to
20 benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies,*
21 *Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

22 The settlement must be reasonable in light of the potential verdict value. (See *O’Connor,*
23 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential
24 verdict].) But a permissible settlement may be substantially discounted, given that courts often
25 exercise their discretion to award PAGA penalties below the statutory maximum even where a

1 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-
2 CV-02198-EMC) 2016 WL 5907869, at *8–9.)

3 **III. SETTLEMENT PROCESS**

4 Plaintiff initiated this action on January 5, 2024, with the filing of a complaint for
5 enforcement under the Private Attorney General Act (“PAGA”). On that same day, Plaintiff filed
6 a separate class action in the Orange County Superior Court (Case No. 30-2024-01371302-CU-
7 OE-CXC). To facilitate settlement, on February 2025, Plaintiff filed his class action FAC adding
8 the class claims from his class action. Thereafter, Plaintiff dismissed his separate class action
9 without prejudice.

10 The parties subsequently engaged in informal discovery, with Plaintiffs obtaining from
11 Defendant: payroll records for 66% of the Class, workweek and pay period data, and copies of
12 applicable handbooks, policies, and procedures. Thereafter, Class Counsel investigated the
13 claims at issue.

14 On December 6, 2024, the parties participated in an all-day mediation session with Jason
15 Marsili, Esq., an experienced mediator of wage and hour class and PAGA actions. Following the
16 mediation, the parties agreed to settle this action and later negotiated the final terms of the
17 settlement agreement that is now before the Court for approval.

18 **IV. SETTLEMENT PROVISIONS**

19 The non-reversionary gross settlement is \$600,000. Attorney’s fees of up to \$210,000 (or
20 one-third of the gross settlement), litigation costs of up to \$35,000 and administrative costs not to
21 exceed \$6,490 will be paid from the gross settlement. \$25,000 will be allocated to PAGA
22 penalties, 75% of which will be paid to the LWDA (\$18,750), with the remaining 25% (\$6,250)
23 dispensed, on a pro rata basis, to “Aggrieved Employees,” who are defined as “all current and
24 former hourly-paid or non-exempt employees who worked for Defendant within the State of
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1 California at any time during the PAGA Period.”¹ Plaintiff will seek a class representative
2 service payment of not more than \$10,000.

3 The net settlement amount- estimated to be \$313,510- will be allocated to members of the
4 “Class Members,” who are defined as “all current and former hourly-paid or non-exempt
5 employees who worked for Saunders Construction, Inc. within the State of California at any time
6 during the Class Period”² on a pro rata basis based on the number of weeks worked during the
7 class period. The employer-side payroll taxes will be paid by Defendant separate from, and in
8 addition to, the gross settlement amount. Funds associated with checks uncashed after 180 days
9 will be transmitted to the Community Law Project, a *cy prey*, in accordance with California Code
10 of Civil Procedure section 384.

11 In exchange for settlement, Class Members who do not opt out will release:

12 [A]ll class claims alleged, or reasonably could have been alleged based on the facts
13 alleged, in the Operative Complaint in the Action which occurred during the Class Period, and
14 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
15 unemployment insurance, disability, social security, workers’ compensation, or claims based on
16 facts occurring outside the Class Period.

17 Aggrieved Employees, who consistent with the statute will not be able to opt out of the
18 PAGA portion of the settlement, will release:

19 [A]ll PAGA claims alleged in the Operative Complaint in the Action and Plaintiff’s
20 PAGA Notice to the LWDA which occurred during the PAGA Period, and expressly excluding
21 all other claims, including claims for vested benefits, wrongful termination, unemployment
22

23 ¹ PAGA Period is defined as: the period from October 31, 2022, through the earlier of
24 March 6, 2025, or the date on which the total number of Workweeks equals 14,282.

25 ² “‘Class Period’ means the period from January 5, 2020, and the earlier of March 6,
2025, or the date on which the total number of Workweeks equals 14,282.”

1 insurance, disability, social security, workers' compensation, and PAGA claims outside of the
2 PAGA Period.

3 The foregoing releases are appropriately tailored to the allegations at issue.
4 (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

5 **V. FAIRNESS OF SETTLEMENT**

6 Based on available data provided by Defendant, Plaintiff's counsel and its retained
7 expert, Berger Consulting Group, estimated Defendant's exposure to be as follows:
8 \$1,747,937.70 (class claims, excluding PAGA Penalties); \$117,000 (non-compliant wage
9 statements); \$145,625 (failure to pay proper wages); \$800,535 (meal period violations);
10 \$813,520 (rest period violations); \$39,270 (reimbursement of expenses); \$35,455 (failure to pay
11 non-discretionary bonuses); \$178,916.15 (waiting time penalties); and \$1,499,000 (PAGA
12 Penalties).

13 Plaintiff's counsel then determined an appropriate range of recovery for settlement
14 purposes by offsetting Defendant's maximum theoretical liability by: the strength of the defenses
15 to the merits of Plaintiffs' claims; the risk of class certification being denied; the risk of losing at
16 trial; the chances of a favorable verdict being reversed on appeal; and the strong likelihood that,
17 in line with relevant appellate authority, the amount of PAGA penalties could be substantially
18 reduced. Taking the foregoing into account, Plaintiff's counsel determined that it would be
19 reasonable to settle for 34.33% of Defendant's maximum exposure. (Declaration of Jean-Claude
20 Lapuyade, ¶ 23.)

21 Considering the portion of the case's value attributable to uncertain penalties, claims that
22 could be difficult to certify for class treatment, the multiple, dependent contingencies that
23 Plaintiff would have had to overcome to prevail on his claims, the settlement achieves a good
24 result for the class. For purposes of preliminary approval, the Court finds that the settlement is
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1 fair and reasonable to the class, and the PAGA allocation is genuine, meaningful, and reasonable
2 in light of the statute’s purposes.

3 Of course, the Court retains an independent right and responsibility to review the
4 requested attorney fees and award only so much as it determines to be reasonable. (See
5 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127–128.)
6 Counsel shall submit lodestar information prior to the final approval hearing in this matter so the
7 Court can compare the lodestar information with the requested fees. (See *Laffitte v. Robert Half*
8 *Intern. Inc.* (2016) 1 Cal.5th 480, 504 [trial courts have discretion to double-check the
9 reasonableness of a percentage fee through a lodestar calculation].)

10 **VI. PROPOSED SETTLEMENT CLASS**

11 Plaintiffs request that the following settlement class be provisionally certified:

12 [A]ll current and former hourly-paid or non-exempt employees who worked for Saunders
13 Construction, Inc. within the State of California at any time during the Class Period [January 5,
14 2020, and the earlier of March 6, 2025, or the date on which the total number of Workweeks
15 equals 14,282].

16 **A. Legal Standard for Certifying a Class for Settlement Purposes**

17 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order
18 approving or denying certification of a provisional settlement class after [a] preliminary
19 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a
20 class “when the question is one of a common or general interest, of many persons, or when the
21 parties are numerous, and it is impracticable to bring them all before the court”

22 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
23 (1) an ascertainable class and (2) a well-defined community of interest among the class
24 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
25 *Drug Stores*).) “Other relevant considerations include the probability that each class member

1 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
2 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
3 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
4 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
5 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

6 In the settlement context, “the court’s evaluation of the certification issues is somewhat
7 different from its consideration of certification issues when the class action has not yet settled.”
8 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
9 settlement-only context, the case management issues inherent in the ascertainable class
10 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
11 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
12 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
13 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

14 **B. Ascertainable Class**

15 A class is ascertainable “when it is defined in terms of objective characteristics and
16 common transactional facts that make the ultimate identification of class members possible when
17 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980
18 (*Noel*.) A class definition satisfying these requirements “puts members of the class on notice
19 that their rights may be adjudicated in the proceeding, so they must decide whether to intervene,
20 opt out, or do nothing and live with the consequences. This kind of class definition also
21 advances due process by supplying a concrete basis for determining who will and will not be
22 bound by (or benefit from) any judgment.” (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

23 “As a rule, a representative plaintiff in a class action need not introduce evidence
24 establishing how notice of the action will be communicated to individual class members in order
25 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held

1 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to
2 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on
3 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178
4 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
5 objective characteristics and transactional parameters, and can be determined by DIRECTV’s
6 own account records. No more is needed.”].)

7 Here, at the time of mediation, there were approximately 117 Aggrieved Employees
8 during the PAGA Period. Class members are readily identifiable based on Defendant’s records,
9 and the settlement class is appropriately defined based on objective characteristics. The Court
10 finds that the settlement class is numerous, ascertainable, and appropriately defined.

11 **C. Community of Interest**

12 The “community-of-interest” requirement encompasses three factors: (1) predominant
13 questions of law or fact, (2) class representatives with claims or defenses typical of the class, and
14 (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34
15 Cal.4th at pp. 326, 332.)

16 For the first community of interest factor, “[i]n order to determine whether common
17 questions of fact predominate the trial court must examine the issues framed by the pleadings
18 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
19 (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict
20 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
21 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
22 jointly tried, when compared with those requiring separate adjudication, are so numerous or
23 substantial that the maintenance of a class action would be good for the judicial process and to
24 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
25 (*Lockheed Martin*).) “As a general rule if the defendant’s liability can be determined by facts

1 common to all members of the class, a class will be certified even if the members must
2 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

3 Here, common legal and factual issues predominate. Plaintiff’s claims all arise from
4 Defendant’s wage and hour practices (and others) applied to the similarly-situated class
5 members.

6 As for the second factor,

7 The typicality requirement is meant to ensure that the class representative is able to
8 adequately represent the class and focus on common issues. It is only when a defense unique to
9 the class representative will be a major focus of the litigation, or when the class representative’s
10 interests are antagonistic to or in conflict with the objectives of those she purports to represent
11 that denial of class certification is appropriate. But even then, the court should determine if it
12 would be feasible to divide the class into subclasses to eliminate the conflict and allow the class
13 action to be maintained.

14 (*Medraza v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal
15 citations, brackets, and quotation marks omitted.)

16 Like other members of the class, Plaintiff was employed by Defendant as non-exempt,
17 hourly-paid employees and allege that he experienced the violations at issue. The anticipated
18 defenses are not unique to Plaintiff, and there is no indication that Plaintiff’s interests are
19 otherwise in conflict with those of the class.

20 Finally, adequacy of representation “depends on whether the plaintiff’s attorney is
21 qualified to conduct the proposed litigation and the plaintiff’s interests are not antagonistic to the
22 interests of the class.” (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class
23 representative does not necessarily have to incur all of the damages suffered by each different
24 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91
25 Cal.App.4th at p. 238.) “Differences in individual class members’ proof of damages [are] not

1 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation
2 will defeat a party’s claim of representative status.” (*Ibid.*, internal citations and quotation marks
3 omitted.)

4 Plaintiff has the same interest in maintaining this action as any class member would have.
5 Further, they have hired experienced counsel. Plaintiff has sufficiently demonstrated adequacy
6 of representation.

7 **D. Substantial Benefits of Class Certification**

8 “[A] class action should not be certified unless substantial benefits accrue both to
9 litigants and the courts. . . .” (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
10 internal quotation marks omitted.) The question is whether a class action would be superior to
11 individual lawsuits. (*Ibid.*) “Thus, even if questions of law or fact predominate, the lack of
12 superiority provides an alternative ground to deny class certification.” (*Ibid.*) Generally, “a
13 class action is proper where it provides small claimants with a method of obtaining redress and
14 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.
15 120–121, internal quotation marks omitted.)

16 Here, there are an estimated 117 class members. It would be inefficient for the Court to
17 hear and decide the same issues separately and repeatedly for each class member. Further, it
18 would be cost prohibitive for each class member to file suit individually, as each member would
19 have the potential for little to no monetary recovery. It is clear that a class action provides
20 substantial benefits to both the litigants and the Court in this case.

21 **VII. NOTICE**

22 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
23 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
24 for class members to follow in filing written objections to it and in arranging to appear at the
25 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining

1 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
2 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
3 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
4 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
5 3.766(e).)

6 Here, the notice describes the lawsuit, explains the settlement, and instructs Class
7 members that they may opt out of the settlement (except for the PAGA component) or object.
8 The gross settlement amount and estimated deductions are provided, and Class members are
9 informed of their qualifying workweeks as reflected in Defendant’s records and are instructed
10 how to dispute this information. Class members are given 45 days to dispute the amount of
11 qualifying workweeks, request exclusion from the class or submit a written objection to the
12 settlement.

13 **The form of notice is generally adequate, but must be modified to instruct Class**
14 **members that they may opt out of or object to the settlement simply by providing their**
15 **name, without the need to provide their phone number, social security number, or other**
16 **personal information.**

17 Regarding appearances at the final fairness hearing, the notice shall be modified to
18 instruct class members as follows:

19 Although class members may appear in person, the judge overseeing this case encourages
20 remote appearances. (As of August 15, 2022, the Court’s remote platform is Microsoft Teams.)
21 Class members who wish to appear remotely should contact class counsel at least three days
22 before the hearing if possible. Instructions for appearing remotely are provided at
23 https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml
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1 and should be reviewed in advance. Class members may appear remotely using the Microsoft
2 Teams link for Department 7 (Afternoon Session) or by calling the toll free conference call
3 number for Department 7.

4 Turning to the notice procedure, as articulated above, the parties have selected Apex as
5 the settlement administrator. No later than 30 days after preliminary approval, Defendant will
6 deliver the Class data (i.e., Class list and related qualifying workweeks and contact information)
7 to Apex. Apex, in turn, will mail the notice packet within fourteen 21 days after receiving the
8 Class data, subsequent to updating Class members' addresses using the National Change of
9 Address Database.³ Any returned notices will be re-mailed to any forwarding address provided
10 or a better address located through a skip trace or other search. Class members who receive a re-
11 mailed notice will have an additional 15 days to respond. These notice procedures are
12 appropriate and are approved.

13 **VIII. CONCLUSION**

14 Plaintiff's motion for preliminary approval is GRANTED, subject to the above-stated
15 changes regarding the Notice.

16 The final approval hearing shall take place on **January 15, 2026** at 1:30 in Dept. 7. The
17 following class is preliminarily certified for settlement purposes:

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24 ³ The terms of the Settlement Agreement state that Apex must mail notices no later than
25 21 days after preliminary approval of the Settlement. (See Agreement, p. 17(L)(3).) However,
Apex should have 21 days from receipt of the Class data from Defendant to mail the notice
packets.

1 [A]ll current and former hourly-paid or non-exempt employees who worked for Saunders
2 Construction, Inc. within the State of California at any time during the Class Period [January 5,
3 2020, and the earlier of March 6, 2025, or the date on which the total number of Workweeks
4 equals 14,282].

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6 Dated: May 28, 2025

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8 CHARLES F. ADAMS
9 Judge of the Superior Court
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