

FILED
1/16/2026
Clerk of the Court
Superior Court of CA
County of Santa Clara

24CV428659

By: MJacobo

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

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

Plaintiff,

v.

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

Defendants.

Case No. 24CV428659

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

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 Plaintiffs' motion for final approval of settlement and motion for attorneys' fees, both of which are unopposed. For the reasons discussed below, the Court GRANTS Plaintiffs' 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.)

1 Plaintiff alleges that Defendant failed to: pay all wages owed (including minimum wage and
2 overtime wages); use the shit differential to calculate the regular rate of pay used to calculate the
3 overtime rate; permit employees to take uninterrupted meal breaks or provide compensation in
4 lieu of a compliant meal break; accurately compensate employees for hours actually worked as a
5 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
10 Based on the foregoing, Plaintiffs initiated this action in January 2024 and filed the
11 operative FAC on February 6, 2025 asserting the following causes of action: (1) unpaid
12 overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid
13 minimum wages; (5) final wages not timely paid; (6) wages not timely paid during employment;
14 (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9)
15 unreimbursed business expenses; (10) violation of California Business & Professions Code §§
16 17200, et seq.; and (11) PAGA violations.

17 The parties reached a settlement and Plaintiff moved for preliminary approval of the
18 settlement, which the Court granted under the assumption that the parties would make certain
19 requested changes to the notice. Thereafter, the Court entered a formal order memorializing its
20 decision. Now before the Court is the unopposed motion for final approval of the settlement
21 agreement.

22 II. Legal Standard

23 Generally, “questions whether a settlement was fair and reasonable, whether notice to the
24 class was adequate, whether certification of the class was proper, and whether the attorney fee
25 award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple*
26 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*), citing *Dunk v. Ford Motor Co.*
27 (1996) 48 Cal.App.4th 1794 (*Dunk*)).
28

1 In determining whether a class settlement is fair, adequate and reasonable, the
2 trial court should consider relevant factors, such as “the strength of plaintiffs’
3 case, the risk, expense, complexity and likely duration of further litigation, the
4 risk of maintaining class action status through trial, the amount offered in
5 settlement, the extent of discovery completed and the stage of the proceedings, the
6 experience and views of counsel, the presence of a governmental participant, and
7 the reaction of the class members to the proposed settlement.”

8 (*Wershba, supra*, 91 Cal.App.4th at pp. 244-245, citing *Dunk, supra*, 48 Cal.App.4th at p. 1801
9 and *Officers for Justice v. Civil Service Com’n, etc.* (9th Cir. 1982) 688 F.2d 615, 624
10 (*Officers*.)

11
12 “The list of factors is not exclusive and the court is free to engage in a balancing and
13 weighing of factors depending on the circumstances of each case.” (*Wershba, supra*, 91
14 Cal.App.4th at p. 245.) The court must examine the “proposed settlement agreement to the extent
15 necessary to reach a reasoned judgment that the agreement is not the product of fraud or
16 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
17 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, quoting *Dunk, supra*, 48
18 Cal.App.4th at p. 1801 and *Officers, supra*, 688 F.2d at p. 625 [internal quotation marks
19 omitted].)

20 The burden is on the proponent of the settlement to show that it is fair and
21 reasonable. However “a presumption of fairness exists where: (1) the settlement is
22 reached through arm’s-length bargaining; (2) investigation and discovery are
23 sufficient to allow counsel and the court to act intelligently; (3) counsel is
24 experienced in similar litigation; and (4) the percentage of objectors is small.”

25 (*Wershba, supra*, 91 Cal.App.4th at p. 245, citing *Dunk, supra*, 48 Cal.App.4th at p. 1802.)

26
27 Similar to its review of class action settlements, the Court must “determine independently
28 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the

1 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
2 Cal.App.5th 56, 76-77.) The Court must make this assessment “in view of PAGA’s purposes to
3 remediate present labor law violations, deter future ones, and to maximize enforcement of state
4 labor laws.” (*Id.* at p. 77.)

5 **III. Terms and Administration of Settlement**

6 The case has been settled on behalf of the following class:

7
8 [A]ll current and former hourly-paid or non-exempt employees who worked for
9 Saunders Construction, Inc. within the State of California at any time during the
10 Class Period [January 5, 2020, and the earlier of March 6, 2025, or the date on
11 which the total number of Workweeks equals 14,282].

12 According to the terms of the settlement, Defendant will pay a non-reversionary gross
13 settlement of \$600,000. The gross settlement amount includes attorney fees of up to \$210,000
14 (one-third of the gross settlement), litigation costs not to exceed \$35,000 and administration
15 costs not to exceed \$6,490 will be paid from the gross settlement. \$25,000 will be allocated to
16 PAGA penalties, 75% of which (\$18,750) will be paid to the LWDA, with the remaining 25%
17 (\$6,250) distributed, on a pro rata basis, to “Aggrieved Employees,” who are defined as “all
18 current and former hourly-paid or non-exempt employees who worked for Defendant within the
19 State of California at any time during the PAGA Period.”¹ Plaintiff will seek a class
20 representative service payment of not more than \$10,000.

21
22 The net settlement amount (approximately \$313,510) will be allocated (on a pro rata
23 basis based on the number of weeks worked during the relevant periods) “Class Members”
24 defined as “all current and former hourly-paid or non-exempt employees who worked for
25

26
27
28 ¹ PAGA Period is defined as: the period from October 31, 2022, through the earlier of March 6,
2025, or the date on which the total number of Workweeks equals 14,282.

1 Saunders Construction, Inc. within the State of California at any time during the Class Period”²
2 on a pro rata basis based on the number of weeks worked during the Class period. The employer-
3 side payroll taxes will be paid by Defendant separate from, and in addition to, the gross
4 settlement amount. Funds associated with checks uncashed after 180 days will be transmitted to
5 the Community Law Project, a *cy prey*, in accordance with California Code of Civil Procedure
6 section 384.

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

8 [T]ll class claims alleged, or reasonably could have been alleged based on the
9 facts alleged, in the Operative Complaint in the Action which occurred during the
10 Class Period, and expressly excluding all other claims, including claims for vested
11 benefits, wrongful termination, unemployment insurance, disability, social
12 security, workers’ compensation, or claims based on facts occurring outside the
13 Class Period.
14

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

17 [A]ll PAGA claims alleged in the Operative Complaint in the Action and
18 Plaintiff’s PAGA Notice to the LWDA which occurred during the PAGA Period,
19 and expressly excluding all other claims, including claims for vested benefits,
20 wrongful termination, unemployment insurance, disability, social security,
21 workers’ compensation, and PAGA claims outside of the PAGA Period.
22

23 The foregoing releases are appropriately tailored to the allegations at issue. (See *Amaro v.*
24 *Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)
25
26

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

1 In its order granting preliminary approval of the settlement, the Court approved Apex
2 Class Action, LLC (“Apex”) as the settlement administrator. On June 20, 2025, Defense counsel
3 provided Apex with the class data file, including names, social security numbers, last known
4 mailing addresses, employment dates, and the total number of relevant workweeks worked by
5 each Class member (“Class List”). (Declaration of Stacey Shim (“Shim Decl.”), ¶ 5.) On July 11,
6 2025, Apex sent the Class Notice to 91 Settlement Class Members. (*Id.* at ¶ 7.) As of the date of
7 Shim Declaration, November 5, 2025, 1 class Notice has been considered undeliverable. (*Id.* at ¶
8 10.) As of the date of the same declaration, the settlement administrator has received no
9 objections to the settlement and no disputes from Class Members. (*Id.* at ¶¶ 11-13.) According to
10 the administrator’s calculations, the average individual settlement payment will be
11 approximately \$3,445.16. (*Id.* at ¶ 16.) The notice process has now been completed.

12 **IV. Enhancement Awards, Attorney Fees, and Costs**

13
14 The settlement Agreement provides for an enhancement award to Plaintiff in the amount
15 of \$10,000.

16 The rationale for making enhancement or incentive awards to named plaintiffs is
17 that they should be compensated for the expense or risk they have incurred in
18 conferring a benefit on other members of the class. An incentive award is
19 appropriate if it is necessary to induce an individual to participate in the suit.

20 Criteria courts may consider in determining whether to make an incentive award
21 include: 1) the risk to the class representative in commencing suit, both financial
22 and otherwise; 2) the notoriety and personal difficulties encountered by the class
23 representative; 3) the amount of time and effort spent by the class representative;
24 4) the duration of the litigation and; 5) the personal benefit (or lack thereof)
25 enjoyed by the class representative as a result of the litigation. These “incentive
26 awards” to class representatives must not be disproportionate to the amount of
27 time and energy expended in pursuit of the lawsuit.

1 (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395 [internal
2 punctuation and citation].)

3 In support of his motion for final approval of the settlement, Plaintiff submitted a
4 declaration describing his participation in the action. Plaintiff estimates he spent approximately
5 20 to 25 hours working on this case. (Abbott Decl., ¶ 13.) Plaintiff indicates he engaged in
6 regular conversations with counsel, discussed mediation, and reviewed the settlement. Based on
7 this, the Court approves an enhancement award of \$10,000 to Plaintiff.

8
9 The Court has an independent right and responsibility to review the requested attorney
10 fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles*
11 *Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) “Courts recognize two methods
12 for calculating attorney fees in civil class actions: the lodestar/multiplier method and the
13 percentage of recovery method.” (*Wershba, supra*, 91 Cal.App.4th at p. 254.)

14 Class counsel has filed a separate motion requesting attorneys fees. Counsel seeks an
15 attorney fee award in the amount of \$210,000, one-third of the gross settlement amount. Counsel
16 provides evidence of a lodestar of \$231,267.50, based on a total of 290.3 hours: Zakay Law
17 Group, APLC – 136.9 hours; JCL Law Firm, APC – 62 hours; and Lawyers for Justice PC –
18 91.4 hours. This results in an approximate negative multiplier of .91 and is well within the range
19 of multipliers that courts approve. (*Wershba, supra*, 91 Cal.App.4th at p. 255 [“[m]ultipliers can
20 range from 2 to 4 or even higher”].) The benefits achieved by the settlement justify an award of
21 attorney fees to class counsel. The Court finds that the requested attorney fee award is reasonable
22 as a percentage of the common fund and approves an attorney fee award in the requested amount
23 of \$210,000.

24 Class counsel requests reimbursement of litigation costs in the amount of \$35,000. The
25 Court approves an award of litigation costs in this amount. The settlement administration costs
26 are also approved in the requested amount of \$6,490. (Shim Decl., ¶ 19.)

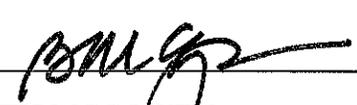
27
28 **V. Conclusion**

1 The motion for final approval of class and representative action settlement is GRANTED.
2 The class as defined herein is certified for settlement purposes. Judgment shall be entered
3 through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) Pursuant to Rule
4 3.769(h) of the California Rules of Court, the Court retains jurisdiction over the parties to
5 enforce the terms of the settlement agreement and the final order and judgment.

6 The Court sets a compliance hearing for ~~September~~²⁴ ~~2026~~ at 2:30 p.m. in Department
7 22. At least ten court days before the hearing, class counsel and the settlement administrator shall
8 submit a summary accounting of the net settlement fund identifying distributions made as
9 ordered herein; the number and value of any uncashed checks; amounts remitted to the *cy pres*
10 recipient; the status of any unresolved issues; and any other matters appropriate to bring to the
11 court's attention. Counsel shall also submit an amended judgment as described in Code of Civil
12 Procedure section 384, subdivision (b).

13
14 **IT IS SO ORDERED.**

15
16
17
18 Date: 1/15/24


19 _____
20 BETH MCGOWEN
21 Judge of the Superior Court
22
23
24
25
26
27
28