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FILED
Superior Court of California
County of Sacramento
04/14/2026
T. Shaddix, Deputy

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SACRAMENTO**

14 DAVID ANTOINE DORSEY, individually and
15 on behalf of others similarly situated,

16 Plaintiff,

17 vs.

18 ALL PHASE CONSTRUCTION &
19 ENGINEERING, INC., a California corporation;
20 and DOES 1 through 50, inclusive,

21 Defendants.

Case No.: 34-2022-00317812-CU-OE-GDS

*Assigned for All Purposes to the Honorable
Jill Talley, Dept. 23*

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Hearing Date: March 6, 2026
Time: 9:00 a.m.
Dept: 23

Complaint Filed: April 1, 2022
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on March 6, 2026, for a hearing and Final Order Approving Class Action and PAGA Settlement
4 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA
6 Settlement (“Agreement”), and due and adequate notice having been given to all Class Members
7 as required in the Preliminary Approval Order, and the Court having considered all papers filed
8 and proceedings had herein and otherwise being fully informed and good cause appearing
9 therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. The Court GRANTS Plaintiffs David Antoine Dorsey’s (“Plaintiff”) Motion for
11 Final Approval of Class Action and PAGA Settlement.

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

13 3. The term “Class” and “Class Members” shall mean the following: “all current and
14 former non-exempt employees of Defendant All Phase Construction & Engineering, Inc.
15 (‘Defendant’) who performed work for Defendant in the state of California at any time between
16 April 1, 2018, and August 5, 2024, *and* who did not previously enter into a settlement agreement
17 with Defendant regarding the claims alleged in the operative complaint in the matter *David Antoine*
18 *Dorsey v. All Phase Construction & Engineering, Inc.*, Sacramento County Superior Court Case
19 No. 34-2022-00317812. The term “Participating Class Member” includes all Class Members who
20 did not submit a timely and valid Request for Exclusion as provided in the Agreement.

21 4. The term “PAGA Members” shall mean the following: “all current and former non-
22 exempt employees of Defendant who performed work for Defendant in the state of California at
23 any time from April 1, 2021, through August 5, 2024.”

24 5. This Court has jurisdiction over the subject matter of this Action and over all Parties
25 to this Action, including all Class Members and PAGA Members.

26 6. Distribution of the Class Notice directed to the Class Members as set forth in the
27 Agreement and the other matters set forth therein has been completed in conformity with the
28 Amended Preliminary Approval Order, including individual notice to all Class Members who

1 could be identified through reasonable effort, and the best notice practicable under the
2 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the
3 matters set forth therein, including the proposed Settlement set forth in the Agreement, to all
4 persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due
5 process. All Class Members, all Released Class Claims and all Released PAGA Claims, are
6 covered by and included within the Settlement and this Final Order.

7 7. The Court hereby finds the Settlement was entered into in good faith pursuant to
8 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
9 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
10 standards and applicable requirements for final approval of this class action settlement under
11 California law, including the provisions of California Code of Civil Procedure section 382 and
12 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
13 *Superior Court*, 4 Cal.3d 800, 821 (1971).

14 8. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

15 9. The Court hereby approves the Settlement set forth in the Agreement and finds that
16 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
17 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
18 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that
19 the Parties have conducted extensive investigation and research, and counsel for the Parties are
20 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this
21 time will avoid additional substantial costs, as well as avoid the delay and risks that would be
22 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
23 being granted as part of the Settlement and recognizes the significant value to the Class Members.
24 The Court also finds that the Class is properly certified as a class for settlement purposes only.

25 10. Upon the complete funding of the Gross Settlement Amount and all applicable
26 employer-side payroll taxes by Defendant, Participating Class Members, shall fully release and
27 discharge the “Released Parties” from the “Released Class Claims” that arose during the “Class
28 Period,” as set forth in the Settlement Agreement.

1 11. Upon the complete funding of the Gross Settlement Amount and all applicable
2 employer-side payroll taxes by Defendant, the California Labor and Workforce Development
3 Agency (“LWDA”) and the State of California, through Plaintiff as its agent and/or proxy, shall
4 release and discharge the “Released Parties” from the “Released PAGA Claims” that arose during
5 the “PAGA Period” as set forth in the Agreement.

6 12. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff—on
7 behalf of himself only—shall also generally release and discharge the Released Parties from any
8 and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have
9 been or could have been asserted against the Released Parties arising out of or relating to their
10 employment by Defendant or termination thereof, in the manner set forth in the Settlement
11 Agreement.

12 13. No Class Member requested to be excluded from the terms of the Settlement. The
13 last date to timely submit a request for exclusion was January 19, 2026. Accordingly, all 105
14 Participating Class Members are included and by this Order and Judgment.

15 14. The Court also hereby finds that there were no written objections to the
16 Settlement. The last day to submit a written objection to the settlement was January 19, 2026. The
17 Court also notes there were no objections made at the hearing on Final Approval of the Settlement.

18 15. The Court finds the settlement payments provided for under the Agreement to be
19 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement
20 the Court orders Defendant to pay \$200,000, consisting of the Gross Settlement Amount of
21 \$225,357.81, less applicable employer credits of \$25,357.81, within fourteen (14) calendar days
22 of the Effective Date to provide payments for the Class/PAGA Members individual settlement
23 payments, class representative enhancement payment for Plaintiff, Class Counsel’s attorney fees
24 and costs, the Settlement Administrator’s fees and expenses, and penalties to the LWDA pursuant
25 to Labor Code Section 2698 et seq. The calculations and the payments shall be made administered
26 in accordance with the terms of the Agreement.

27 16. Pursuant to the terms of the Agreement and amendment thereto, and the
28 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class

1 Counsel attorneys' fees in the amount of \$75,119.27 (1/3 of the Gross Settlement Amount) and
2 litigation costs in the amount of \$14,306.80 from the Gross Settlement Amount as final payment
3 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
4 Class Counsel and any other person or entity related to the Action. The Court further orders that
5 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant
6 to the terms of the Agreement.

7 17. The Court hereby approves and orders a Class Representative Enhancement
8 Payment of \$5,000.00 Plaintiff David Antoine Dorsey from the Gross Settlement Amount in
9 accordance with the terms of the Settlement Agreement.

10 18. The Court approves and orders the payment in the amount of \$11,250.00 (75% of
11 \$15,000) from the Gross Settlement Amount to the California Labor Workforce Development
12 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
13 remaining \$3,750.00 (25% of \$15,000) shall be distributed to the PAGA Members as set forth in
14 the Agreement.

15 19. The Court also hereby approves and orders payment from the Gross Settlement
16 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
17 Apex Class Action , LLC, in the amount of \$6,990.00.

18 20. The Court hereby approves and orders payment of individual settlement payments
19 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

20 21. The Court also hereby approves and orders that any checks distributed from the
21 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
22 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
23 California State Controller's Office and held in trust for such Class Members pursuant to
24 California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

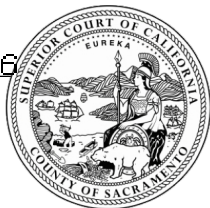
25 22. Provided the Settlement becomes effective under the terms of the Agreement, the
26 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
27 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

1 23. Neither the Settlement nor any of the terms set forth in the Agreement is an
2 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
3 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
4 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
5 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
6 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
7 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
8 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
9 of, an admission or concession with regard to the denials or defenses by Defendant, or any of the
10 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
11 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
12 the provisions of this Final Order, the Agreement, the Released Class Claims, Released PAGA
13 Claims, or any related agreement or release. Notwithstanding these restrictions, any of the
14 Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the
15 Agreement, and any other papers and records on file in the Action as evidence of the Settlement
16 to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue
17 preclusion or similar defense as to the Released Class/PAGA Claims.

18 24. Without affecting the finality of this Judgment, the Court shall retain continuing
19 jurisdiction over this action and the parties, including all Class Members, and over all matters
20 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
21 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
22 as provided to the contrary herein, any disputes or controversies arising with or with respect to
23 the interpretation, enforcement, or implementation of the Agreement shall be presented to the
24 Court for resolution

25 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

26
27 DATED 04/14/2026



28 *Jill Talley*

JUDGE OF THE SUPERIOR COURT
P [] ER/VA/ ^