

Nicol E. Hajjar (SBN 303102)  
nicol.hajjar@wilshirelawfirm.com  
Kristen Tojo (SBN 310464)  
kristen.tojo@wilshirelawfirm.com  
Trenten N. Bilodeaux (SBN 332692)  
trenten.bilodeaux@wilshirelawfirm.com  
**WILSHIRE LAW FIRM, PLC**  
660 S. Figueroa Street, Sky Lobby  
Los Angeles, California 90017  
Telephone: (213) 381-9988  
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF MADERA**

MAURICIO ESPARZA-VALDEZ, individually,  
and on behalf of all others similarly situated,

Plaintiff,

v.

VEZINA INDUSTRIES, INC., a corporation;  
and DOES 1 through 10, inclusive,

Defendants

Case No.: MCV095037

*[Assigned for All Purposes to the Honorable  
Eric J. LiCalsi, Dept. 44]*

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

Final Approval Hearing:

Date: October 14, 2026

Time: 8:30 a.m.

Dept.: 44

Action Filed: April 30, 2025

1 Plaintiff Mauricio Esparza-Valdez’s (“Plaintiff”) Motion for Final Approval of Class  
2 Action and PAGA Settlement came before this Court on October 14, 2026, at 8:30 a.m., in  
3 Department 44 of the Superior Court of California, County of Madera, located at 200 South G  
4 Street, Madera, CA 93637. Plaintiff now seeks an order granting final approval of the Settlement  
5 Agreement (“Settlement” or “Settlement Agreement”) between Plaintiff and Defendant Vezina  
6 Industries, Inc. (“Defendant,” and together with Plaintiff, the “Parties”), a copy of which is  
7 attached to the Declaration of Conor J.D. Gomez in Support of Plaintiff’s Motion for  
8 Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**. On May 12, 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 12, 2026, and the instant  
16 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as  
17 well as oral argument presented to the Court, the Court grants final approval of the Settlement  
18 and HEREBY 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 hourly, non-exempt employees who performed work for  
24 Defendant in California during the Class Period, including current  
and former employees (“Class Member(s)”).

25 3. “Class Period” means the period from April 30, 2021, to May 12, 2026.

26 4. The Court appoints Plaintiff Mauricio Esparza-Valdez as Class Representative for  
27 settlement purposes only.

28 5. The Court appoints Nicol E. Hajjar, Kristen Tojo, and Trenten N. Bilodeaux of

1 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. No Class Members requested exclusion from the Settlement.

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

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

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

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

27 13. The "Escalator Clause" was triggered and the Gross Settlement Amount was  
28 increased from \$264,000.00 to \$273,160.80.

1           14.     No later than fourteen (14) days after the Effective Date as defined in the Settlement  
2 Agreement, the Defendant will transfer the Gross Settlement Amount of \$273,160.80 to the  
3 Administrator.

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

11           16.     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           17.     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 Mauricio Esparza-Valdez in the amount of \$10,000.00.

22           18.     The Court approves payment from the Gross Settlement Amount for civil penalties  
23 under PAGA in the amount of \$13,200.00, with the LWDA to receive 65% (\$8,580.00), and the  
24 remaining 35% (\$4,620.00) to be distributed to Aggrieved Employees, defined as all hourly, non-  
25 exempt employees who performed work for Defendant in California from April 16, 2024, to May  
26 12, 2026, including current and former employees. The Court finds and determines that such  
27 payment is fair, reasonable, and appropriate.

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

1 to Class Counsel in the amount of \$91,053.60, and the reimbursement of litigation costs in the  
2 amount \$17,119.90. 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 20. The Court approves payment from the Gross Settlement Amount for settlement  
7 administration services in the amount of \$6,990.00 to the Administrator, Apex Class Action LLC.

8 21. Individual Settlement Payment checks will be valid for 180 days after mailing by  
9 the Administrator. If a Class Member fails to cash the check for his or her Individual Settlement  
10 Payment within 180 days after it is mailed to him or her, the Administrator will distribute the funds  
11 represented by the check to the California State Controller’s Office, Unclaimed Property Fund, in  
12 the name of the Class Member.

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

17 Released Class Claims: “Upon Defendant’s payment in full of the GSA and the  
18 employer’s taxes for the portion of the Settlement allocated to settlement of wage claims, the  
19 claims waived, released, and discharged by Class Members (other than those who submit timely  
20 and valid requests for exclusion) as to the Released Parties are all claims arising during the  
21 Class Period which were asserted against Defendant in the operative complaint filed in the  
22 Action or which reasonably could have been asserted against Defendant based on the factual  
23 allegations stated the operative complaint filed in the Action.”

24 23. Effective on the date when Defendant fully funds the Gross Settlement Amount  
25 and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,  
26 Plaintiff, the State of California, Aggrieved Employees Members, and Class Counsel will release  
27 claims against all Released Parties as follows:

28 (a) Released PAGA Claims: “Upon Defendant’s payment in full of the GSA

1 and the employer's taxes for the portion of the Settlement allocated to  
2 settlement of wage claims, the claims waived, released, and discharged by  
3 Aggrieved Employees and the State of California as to the Released Parties  
4 are all claims under PAGA arising during the PAGA Period (a) which were  
5 asserted against Defendant in Plaintiff's PAGA Notice preceding the Action  
6 and/or the operative complaint filed in the Action or (b) which reasonably  
7 could have been asserted against Defendant based on the factual allegations  
8 stated in Plaintiff's PAGA Notice preceding the Action and/or the operative  
9 complaint filed in the Action."

10 24. "Released Parties" means Defendant and Defendant's former and present directors,  
11 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,  
12 subsidiaries, and affiliates.

13 25. The Parties and Administrator are hereby ordered to comply with the terms of the  
14 Settlement.

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

18 27. Without affecting the finality of this order in any way, pursuant to California Code  
19 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the  
20 interpretation, administration, implementation, effectuation, and enforcement of this order and the  
21 Settlement.

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

1           29.     A Settlement Compliance Hearing is set for \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. or a  
2 date and time soon thereafter more convenient for the Court: \_\_\_\_\_, at  
3 \_\_\_\_\_ a.m./p.m. in Department 44 of the above-captioned Court.

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

8           **IT IS SO ORDERED.**

9  
10          Dated: \_\_\_\_\_

\_\_\_\_\_  
11          HONORABLE ERIC J. LICALSI  
12          JUDGE OF THE SUPERIOR COURT  
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