

SAM SANI (SBN 273993)
SANI LAW, APC
595 E. Colorado Blvd., Suite 522
Pasadena, CA 91101
Telephone: (310) 935-0405
Facsimile: (310) 935-0409
ssani@sanilawfirm.com

Attorneys for Plaintiff
FERNANDO ARREOLA
MANUEL MARROQUIN ZEPEDA

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

FERNANDO ARREOLA, an individual, on
behalf of himself and all others similarly
situated;

Plaintiff,

vs.

CENTRAL VALLEY PIPELINE &
EXCAVATION, a California Corporation,
MATTHEW WILLIAMS, an individual; and
DOES 1 through 100, inclusive;

Defendants.

CASE NO.: BCV-24-102071

*[Assigned for ALL Purposes to the Honorable
Judge Bernard C. Barmann, Jr – Division H]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, CLASS
REPRESENTATIVE SERVICE AWARDS,
AND ATTORNEYS' FEES AND COSTS**

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

1. Final judgment is hereby entered in conformity with the Settlement and the Motion.
2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, a Settlement Class consisting of:

All persons employed by Defendants Central Valley Pipeline & Excavation, and Matthew Williams in California and classified as a non-exempt, non-office employee who worked for Defendants from June 20, 2020, through May 25, 2025 (“Class Period”).
3. The release by Settlement Class Members is as follows:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action.
4. Fernando Arreola and Manuel Marroquin Zepeda are hereby confirmed as Class Representatives. Sam Sani of Sani Law, APC are hereby confirmed as Class Counsel.
5. Notice was provided to Settlement Class Members as set forth in the Settlement Agreement, which was preliminarily approved by the Court on June 2, 2025, and the notice

process has been completed in conformity with the Settlement Agreement. The Court finds that said notice was the best notice practicable under the circumstances. The Notice provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

6. The Court finds that no Settlement Class Members objected to the Settlement, and no Settlement Class Member opted out of the Settlement, and that the resulting 100% participation rate in the Settlement supports final approval.

7. The Court hereby approves the settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement Agreement according to its terms.

8. For purposes of settlement only, the Court finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; (d) the Class Representatives has fairly and adequately protected the interests of the Settlement Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel is qualified to serve as counsel for the Class Representatives and the Settlement Class.

9. The Court finds that given the absence of objections, and objections being a prerequisite to appeal, this Order shall be considered final as of the date it is signed by this Court.

10. The Court orders that Defendants shall deposit the Gross Settlement Amount into an account established by Phoenix Class Action Administration ("Settlement Administrator"), as provided for in the Settlement.

11. The Court finds that the Individual Class Payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments in conformity with the terms of the Settlement.

1 12. The Court finds that the payment to the State of California Labor and Workforce
2 Development Agency ("LWDA") in the amount of \$22,500.00 for its share of the settlement of
3 the representative action under the California Labor Code Private Attorneys General Act
4 ("PAGA") is fair, reasonable and adequate, and orders the Settlement Administrator to distribute
5 this payment to the LWDA in conformity with the terms of the Settlement.

6 13. The Court finds that a service award in the amount of \$10,000.00 to each plaintiff
7 Fernando Arreola and Manuel Marroquin Zepeda (totaling \$20,000.00) is appropriate for the risks
8 undertaken, their service to the Settlement Class, and their general release of claims. The Court
9 finds that this award is fair, reasonable, and adequate, and orders that the Settlement
10 Administrator make this payment in conformity with the terms of the Settlement.

11 14. The Court finds that attorneys' fees in the amount of \$100,000.00, and actual
12 litigation costs of \$15,765.61 for Class Counsel are fair, reasonable, and adequate, and orders that
13 the Settlement Administrator distribute these payments to Class Counsel in conformity with the
14 terms of the Settlement.

15 15. The Court orders that the Settlement Administrator shall be paid \$5,950.00 from
16 the Gross Settlement Amount for all of its work done and to be done until the completion of this
17 matter and finds that sum appropriate.

18 16. This document shall constitute a final judgment pursuant to California Rule of
19 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
20 approval hearing, the court must make and enter judgment. The judgment must include a
21 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
22 judgment. The court may not enter an order dismissing the action at the same time as, or after,
23 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
24 Approval Order, and this Judgment.

25 17. Upon the date that this Order and Judgment is final, and by operation of this Order
26 and Judgment, the release by Settlement Class Members (as defined in the Settlement Agreement)
27 of each Participating Class Member against the Released Parties, are fully, finally, and forever
28 released, relinquished, and discharged pursuant to the terms of the Settlement Agreement.

1 18. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
2 Order, and this Judgment.

3 19. The Court sets a Final Accounting Hearing on January 13, 2027 at
4 8:30 a.m./~~p.m.~~ Plaintiffs shall file a Status Report at least ten (10) calendar days prior
5 to the hearing.

6 **IT IS SO ORDERED.**

7
8 Dated: October 10, 2025


Honorable Bernard C. Barnann, Jr.
Judge of the Superior Court