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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

HERNAN NOTARIO CAZARIN, and
MOSES SILVA, on behalf of themselves
and all others similarly situated,

Plaintiff,

v.

U.C.I. CONSTRUCTION, INC., a
California corporation; COREY DELTA
CONSTRUCTORS, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: BCV-24-101433

Judge: Hon. Thomas S. Clark

Department: 17

CLASS ACTION

**[PROPOSED] ORDER GRANTING MOTION
FOR AN ORDER (1) PRELIMINARILY
APPROVING THE CLASS ACTION
SETTLEMENT, (2) APPROVING NOTICE OF
CLASS ACTION SETTLEMENT, AND (3)
SETTING HEARING FOR FINAL
APPROVAL**

*[Filed concurrently with Plaintiffs' Notice of
Motion and Motion; Declaration of Enoch J. Kim
Declaration of Scott Lidman; Declaration of Paul
K. Haines; Declaration of Michael Sutherland;
Declaration of Moses Silva; and Declaration of
Hernan Notario Cazarin]*

Date: July 29, 2025

Time: 8:30 a.m.

Dept.:17

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1 **RECITALS**

2 On June 2, 2025, Plaintiff Moses Silva (“Plaintiff Silva”) and Plaintiff Hernan Notario
3 Cazarin (“Plaintiff Cazarin”) (collectively, “Plaintiffs”), on behalf of themselves and all persons
4 similarly situated, and Defendant U.C.I. Construction, Inc. (“Defendant UCI”) and Defendant Corey
5 Delta Constructors, Inc. (“Defendant Corey Delta”) (collectively Defendants, and collectively with
6 Plaintiffs, “the Parties”)) entered into a class action and PAGA settlement, the terms and conditions
7 of which are set forth in the parties’ Class Action and PAGA Settlement Agreement (hereafter, the
8 “Settlement” or “Settlement Agreement”). Unless otherwise provided in this Order, all capitalized
9 terms shall have the same meaning as set forth in the Settlement Agreement.

10 Plaintiffs’ motion for an order preliminarily approving the settlement of this action,
11 approving the form notice of settlement, and setting a final approval hearing (“Motion”) came on
12 for hearing in Department 17 of this Court on July 29, 2025.

13 This Court, having fully considered Plaintiffs’ Motion, the Memorandum of Points and
14 Authorities in support, the Declarations in support, the Settlement Agreement, and the proposed
15 form of Class Notice, finds that: (1) the proposed settlement appears fair, reasonable, and adequate,
16 and that a final hearing should be held after notice to the Class (defined below) of the proposed
17 settlement to determine if the Settlement Agreement and settlement are fair, reasonable, and
18 adequate, such that a Final Order and Judgment should be entered in this action based upon the
19 Settlement Agreement, and (2) the PAGA Settlement is fair and adequate and should be approved.

20 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

21 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
22 **APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL**

23 1. The Court finds that certification of the following class, for settlement purposes only,
24 is appropriate:

25 “all persons employed by Defendants in California and classified as non-exempt,
26 hourly employees who worked for Defendants during the Class Period,” which is from
27 September 11, 2019 through October 25, 2024.

28 2. The Court grants preliminary approval of the terms and conditions contained in the

1 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the
2 range of possible approval at the final approval hearing.

3 3. The Court preliminarily finds, for settlement purposes only, that the Class meets
4 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
5 the absence of class certification and settlement, each individual Class Member would have to
6 litigate core common issues of law and fact, all relating to Defendants' alleged wage-and-hour
7 violations asserted in the action; (iii) the typicality requirement because Plaintiffs and the Class
8 Members' claims all arise from the same alleged events and course of conduct, and are based on the
9 same legal theories; and (iv) the adequacy of representation requirement because Plaintiffs have the
10 same interests as all members of the Class, and they are represented by experienced and competent
11 counsel.

12 4. The Court further finds, preliminarily and for settlement purposes only, that common
13 issues predominate over individual issues in this litigation and that class treatment is superior to the
14 other means of resolving this dispute. Employing the class device here will not only achieve
15 economies of scale for Class Members with individual claims, but also conserve the resources of
16 the judicial system and preserve public confidence in the integrity of the system by avoiding the
17 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
18 adjudications of similar issues and claims.

19 5. For settlement purposes only, the Court finds that Plaintiffs are adequate class
20 representatives and appoint them as such. The Court further finds that Emil Davtyan, David
21 Yeremian, David Keledjian, Enoch J. Kim, David Arakelyan, and Norayr Zakaryan of D.Law, Inc.,
22 Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, and Paul K. Haines
23 of Haines Law Group, APC have adequately represented Plaintiffs and the Class in this litigation,
24 and the Court appoints them as Class Counsel.

25 6. The Court appoints Apex Class Action LLC to perform the duties of a Settlement
26 Administrator for the purpose of issuing the Class Notice and administering the Settlement.

27 7. The Court recognizes that certification under this Order is for *settlement purposes*
28 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part

1 of Defendants, that this action is appropriate for class treatment for litigation purposes. Entry of this
2 Order is without prejudice to the rights of Defendants to oppose class certification in the actions,
3 should the proposed Settlement Agreement not be granted final approval.

4 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

5 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice
6 attached to the Settlement Agreement as Exhibit A. The Court finds, on a preliminary basis, that the
7 Settlement Agreement appears to be within the range of reasonableness of a settlement that could
8 ultimately be given final approval by this Court. It appears to the Court on a preliminary basis that:

9 a. The settlement amount is fair and reasonable to all Class Members when
10 balanced against the probable outcome of further litigation relating to liability and damages issues;

11 b. Extensive and costly investigation and research have been conducted such
12 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

13 c. Settlement at this time will avoid additional substantial costs, such as those
14 that have already been incurred by both parties, as well as avoid the delay and risks that would be
15 presented by the further prosecution of this litigation; and

16 d. The proposed settlement has been reached as the result of intensive, serious,
17 and non-collusive arm's-length negotiations.

18 9. The Court further approves the following representative group of employees as
19 governed by the Settlement Agreement with respect to the PAGA claim:

20 "all individuals who were or have been employed by Defendants in California as non-
21 exempt, hourly employees at any time during the PAGA Period," which is from
22 September 11, 2022 through October 25, 2024.

23 10. The Court grants approval of the PAGA Settlement pursuant to the terms and
24 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
25 Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor Code
26 § 2699(l)(2).

27 11. Because a PAGA action is not a class action, Aggrieved Employees may not opt out
28 of, or object to, the PAGA Settlement.

12. If the Court does not grant final approval of the Settlement Agreement, approval of the PAGA Settlement will be vacated.

APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE

AND TIMELINE FOR SENDING CLASS NOTICE

13. This Court finds that the Class Notice fairly and adequately advises the potential Class Members of the terms of the Settlement and the process for the Class Members to obtain the benefits available under the Settlement Agreement, as well as the right of Class Members to opt out of the class, to file documentation in opposition to the proposed settlement, and to appear at the settlement hearing to be conducted on the date set by the Court. The Court further finds that the Class Notice and proposed distribution of such Class Notice by first-class mail to each identified Class Member at their last known address comports with all constitutional requirements, including those of due process under the United States and California constitutions, and meets the requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766. Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

14. The Settlement Administrator shall, as soon as practicable, but no later than _____, cause the Class Notice to be mailed by first class mail to all known members of the Class certified by this Court in this action to the most recent address in Defendants' business records for each known member of the Class. The mailing of the Class Notices directed in this Order constitutes the best notice practicable under the circumstances and sufficient notice to all members of the Class.

15. The costs of settlement administration, including the cost of printing and mailing the Class Notices, shall be paid from the Gross Settlement Amount. Such costs shall be withheld from the Gross Settlement Amount by the Settlement Administrator pursuant to the terms of the Settlement Agreement.

EXCLUSIONS FROM THE SETTLEMENT

16. Each member of the Class who wishes to be excluded from the Class must submit a request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class Member who does not submit a timely request to be excluded from the Settlement consistent with

1 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement.

2 **OBJECTIONS TO SETTLEMENT**

3 17. Any member of the Class who has not timely elected to be excluded from the Class,
4 and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement
5 or the proposed settlement, or to the award of attorneys' fees and costs, shall provide to the
6 Settlement Administrator a written statement of the objection, as well as the specific reasons, if any,
7 for each objection. The Settlement Administrator will promptly transmit any objections it receives
8 to Class Counsel and Defendants' counsel.

9 18. All written objections must be signed by the Class Member or the Class Member's
10 representative and include the information specified in the Class Notice.

11 19. A Class Member may appear either in person or through personal counsel at the Final
12 Approval Hearing to object to the Settlement. If represented by personal counsel, the counsel will
13 be hired at the Class Member's expense.

14 20. Class Counsel and Defendants' counsel shall promptly furnish each other with copies
15 of any and all objections or written requests for exclusion that come into their possession.

16 **FINAL APPROVAL HEARING**

17 21. The Court grants Plaintiffs' motion to set a settlement hearing for final approval of
18 the Settlement Agreement on _____, at _____ a.m./p.m. in Department 17 of this Court
19 ("Final Approval Hearing"), as set forth in the Class Notice, to determine whether the proposed
20 settlement of this action is fair, reasonable and adequate and should be finally approved. The Court
21 will also consider at the Final Approval Hearing whether applications for Plaintiffs' attorneys' fees
22 and costs and class representative service payments to Plaintiffs should be granted and, if so, in what
23 amounts.

24 22. Class Counsel shall file Plaintiffs' memorandum of points and authorities in support
25 of the final approval of the Settlement Agreement and their request for approval of the attorneys'
26 fees, litigation costs, and service payments no later than 16 court days prior to the Final Approval
27 Hearing. After the Final Approval Hearing, the Court may enter a Final Order and Final Judgment
28 in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members.

1 23. All discovery and other pretrial proceedings in this action are stayed and suspended
2 until further order of this Court, except such actions as may be necessary to implement the
3 Settlement Agreement and this Order.

4 24. If, for any reason, the Court does not grant final approval of the Settlement, all
5 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
6 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

7 **IT IS SO ORDERED.**

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9 Dated: _____, 2025

JUDGE OF THE SUPERIOR COURT