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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

CRUZ M. JUAREZ and JOSEPH GONZALES,
individuals, on behalf of Plaintiffs, and on behalf
of all persons similarly situated,

Plaintiffs,

v.

CENTURY COMMERCIAL SERVICE dba
CENTURY LIGHTING & ELECTRIC, a
California corporation; and DOES 1-50,
Inclusive,
Defendants.

Case No. 25CV461988

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: July 30, 2026

Time: 2:30 p.m.

Judge: Hon. Beth McGowen

Dept.: 22

1 This matter having come before Department 22 of the Superior Court of the State of California,
2 in and for the County of Santa Clara, at 2:30 p.m. on July 30, 2026, with the Zakay Law Group, APLC;
3 and JCL Law Firm, APC as counsel for plaintiffs CRUZ M. JUAREZ and JOSEPH GONZALES
4 (“Plaintiffs”), and Medina McKelvey LLP as counsel for Defendant CENTURY COMMERCIAL
5 SERVICE dba CENTURY LIGHTING & ELECTRIC (“Defendant”). The Court, having carefully
6 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause
7 appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA
8 Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
11 Action Claims and Release of Claims (“Agreement”), a true and correct copy of which is attached to
12 the Declaration of Shani O. Zakay, Esq., as **Exhibit “1”**. This approval is based on the Court’s
13 determination that the Agreement is within the range of possible final approval, pursuant to the
14 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule
15 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendant
19 shall pay is One Million, One Hundred Thirty-Six Thousand, Ninety-Seven Dollars and Sixteen Cents
20 (\$1,136,097.16). It appears to the Court on a preliminary basis that the settlement amount and terms
21 are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome
22 of further litigation relating to certification, liability, and damages issues. It further appears that
23 investigation and research have been conducted such that counsel for the Parties are able to reasonably
24 evaluate their respective positions. It further appears to the Court that settlement at this time will avoid
25 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented
26 by the further prosecution of the litigation. It further appears that the Settlement has been reached as
27 the result of intensive, serious, and non-collusive arms-length negotiations.

28 4. Upon final approval of the settlement, the entire Net Settlement Amount will be paid

1 to Class Members who do not opt out of the Settlement (the “Settlement Class Member”). The “Net
2 Settlement Amount” is the Gross Settlement Amount of \$1,136,097.16, less the PAGA Payment of
3 \$75,000.00, Service Awards of \$10,000.00 per Plaintiff for a total of \$20,000.00, Attorneys fees of
4 one-third of the Gross Settlement Amount, estimated to be \$378,699.05, Attorneys’ Expenses in an
5 amount not to exceed \$30,000.00, and Settlement Administration Costs of \$10,000.00. The Net
6 Settlement Amount is estimated to be \$622,398.11.

7 5. The Court preliminarily finds that the Settlement appears to be within the range of
8 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
9 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
10 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
11 reasonable when balanced against the probable outcome of further litigation relating to certification,
12 liability, and damages issues.

13 6. Plaintiffs seek Attorneys’ Fees in an amount of one-third of the Gross Settlement
14 Amount, estimated to be \$378,699.05, and reimbursement of Attorneys’ Expenses for actually incurred
15 litigation expenses, which shall be supported by evidence at the time of final approval, in an amount
16 not to exceed \$30,000.00. Plaintiffs also seek Service Awards to the Class Representative, Cruz M.
17 Juarez and Joseph Gonzales, in an amount not to exceed \$10,000.00 per Plaintiff. While these awards
18 appear to be within the range of reasonableness, the Court will not approve the Attorneys’ Fees,
19 Attorneys’ Expenses, or Service Awards until the Final Approval Hearing. Class Counsel will provide
20 specific evidence justifying their requested Attorneys’ Fees and Attorneys’ Expenses at the time of
21 final approval.

22 7. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification
23 of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any
24 other proceeding should this Settlement not become final. For settlement purposes only, the Court
25 conditionally certifies the following Class:

26 “All current and former non-exempt employees who worked for Defendant Century
27 Commercial Service *dba* Century Lighting & Electric in California, at any time during the
28 period from March 25, 2021, to April 12, 2026.”

1 8. The Court concludes that, for settlement purposes only, the Class meets the
2 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
3 the Class is ascertainable and so numerous that joinder of all members of the Class Members is
4 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
5 community of interest amongst the Class Members with respect to the subject matter of the litigation;
6 (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class
7 Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action
8 is superior to other available methods for the efficient adjudication of this controversy; and (f) Class
9 Counsel are qualified to act as counsel for the Class Representatives in their individual capacities and
10 as the representatives of the Class Members.

11 9. The Court provisionally appoints Plaintiffs Cruz M. Juarez and Joseph Gonzales as the
12 representatives of the Class.

13 10. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
14 APC and Shani Zakay, of the Zakay Law Group, APLC as Class Counsel for the Class Members.

15 11. The Court hereby approves, as to form and content, the proposed Notice of Pendency
16 of Class and Representative Action Settlement and Final Hearing Date (the “Notice Packet”) attached
17 to the Agreement as Exhibit “A”. The Court finds that the Notice Packet appears to fully and accurately
18 inform the Class Members of all material elements of the proposed Settlement, including the right of
19 any Class Member to be excluded from the Class by submitting a written request for exclusion, and of
20 each Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
21 distribution of the Notice Packet substantially in the manner and form set forth in the Agreement and
22 this Order meets the requirements of due process, is the most reasonable notice under the circumstances,
23 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing
24 of the notices by first class mail, pursuant to the terms set forth in the Agreement.

25 12. The Court hereby appoints Xpand Legal Consulting LLC as the Settlement
26 Administrator. Within twenty-one (21) days of preliminary approval of Settlement, Defendant shall
27 provide to the Settlement Administrator the Class Data, including information regarding Class
28 Members that Defendant will in good faith compile from its records, including the name, last known

1 address, and social security number of each Class Member and Aggrieved Employee, the number of
2 workweeks in which each Class Member worked during the Class Period, and the number of pay
3 periods each Aggrieved Employee worked during the PAGA Period. Within thirty (30) calendar days
4 after preliminary approval of the Settlement, the Administrator shall mail the Notice Packet to all
5 identified potential Class Members via first class U.S. Mail using the most current mailing address
6 information available.

7 13. The Court hereby preliminarily approves the proposed procedure for exclusion from
8 the Settlement. Any Class Member may individually choose to opt out of and be excluded from the
9 Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from
10 the Settlement of the Released Class Claims that are set forth in the Notice Packet. All Requests for
11 Exclusion must be postmarked by the Response Deadline which is forty-five (45) days after the date
12 the Notice Packet is mailed to the Class Members or, in the case of a re-mailed Notice Packet, not more
13 than fourteen (14) days from the original Response Deadline. Any such person who chooses to opt out
14 of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment under
15 the Settlement and will not be bound by the class portion of the Settlement, or have any right to object,
16 appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all
17 determinations of the Court, the Agreement and Judgment.

18 14. Settlement Class Members may send written objections to the Administrator, by mail.
19 In the alternative, Participating Class Members may appear in Court to present verbal objections at the
20 Final Approval Hearing. Class Members will have forty-five (45) days from the date the Administrator
21 mails the Notice Packet to postmark their written objections to the Settlement Administrator. Any Class
22 Member whose Notice Packet is re-mailed shall have an additional fourteen (14) days beyond the forty-
23 five (45) days otherwise provided in the Notice Packet to postmark their written objections to the
24 Administrator.

25 15. A hearing on Plaintiff's Motion for Final Approval and Motion for Attorneys' Fees,
26 Attorneys' Expenses and Service Awards shall be held before this Court on _____,
27 at _____ a.m./p.m. in Department 22 of the Santa Clara County Superior Court to determine all
28 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action

1 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
2 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
3 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
4 reasonable to the Class; and to finally approve the Attorneys' Fees, Attorneys' Expenses, and Service
5 Awards. All papers in support of the motion for final approval and the motion for Attorneys' Fees,
6 Attorneys' Expenses, and Service Awards shall be filed with the Court and served on all counsel no
7 later than sixteen (16) court days before the hearing.

8 16. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
9 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
10 evidence of, or used against Defendant as an admission or indication in any way, including with respect
11 to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth
12 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
13 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
14 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as
15 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
16 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
17 liability, fault, wrongdoing, omission, concession or damage.

18 17. In the event the Settlement does not become effective in accordance with the terms of
19 the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
20 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
21 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
22 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
23 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
24 the Agreement with respect to the effect of the Agreement if it is not approved.

25 18. Pending final determination of whether the Settlement should be approved, Plaintiffs
26 and all Class Members are barred and enjoined from filing, commencing, prosecuting, intervening in,
27 instigating or in any way participating in the commencement or prosecution of any lawsuit, action or
28 administrative, regulatory, arbitration or other proceeding, in any forum, asserting any claims that are,

1 or relate in any way to, the Released Class Claims, unless and until they submit a timely request for
2 exclusion pursuant to the Agreement.

3 19. The Court reserves the right to adjourn or continue the date of the final approval hearing
4 and all dates provided for in the Agreement without further notice to Class Members and retains
5 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
6

7
8 Dated: _____

JUDGE OF THE SUPERIOR COURT