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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,**

Plaintiffs,

vs.

**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

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT; FINAL
JUDGMENT**

*[Filed concurrently with Memorandum of Points
and Authorities; Declaration of Enoch J. Kim;
Declaration of Scott M. Lindman; Declaration of
Paul K. Haines; Declaration of Madely Nava;
and [Proposed] Order]*

Date: January 30, 2026

Time: 8:30 AM

Dept.: 17

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HERNAN NOTARIO CAZARIN

1 On January 30, 2026, the unopposed motion of Plaintiff Moses Silva ("Plaintiff Silva") and
2 Plaintiff Hernan Notario Cazarin ("Plaintiff Cazarin") (collectively, "Plaintiffs"), on behalf of
3 themselves and all other similarly situated employees of Defendant U.C.I. Construction, Inc.
4 ("Defendant UCI") and Defendant Corey Delta Constructors, Inc. ("Defendant Corey Delta")
5 ("Defendants", collectively with Plaintiffs, "the Parties"), for final approval of the Parties' Class
6 Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") came before
7 the Court for hearing. The Parties appeared through counsel at the final approval hearing.

8 The Court finds that full and adequate notice has been given to the Class, and having
9 considered all papers filed and proceedings held herein and with good cause appearing:

10 **IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

11 1. This Order incorporates the Settlement Agreement. Unless otherwise provided, all
12 capitalized terms used in this Order shall have the same meaning as defined in the Settlement
13 Agreement.

14 2. Consistent with the definitions provided in the Settlement Agreement, the Class
15 consists of all persons employed by Defendants in California and classified as non-exempt, hourly
16 employees who worked for Defendants during the Class Period, which is from anytime from
17 September 11, 2019 through October 25, 2024.

18 3. Because adequate notice has been disseminated and all potential Class Members
19 have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject
20 matter of this proceeding and over all parties to this proceeding, including all Class Members. In
21 addition, the Court has personal jurisdiction over all Class Members with respect to the Action and
22 the Settlement.

23 4. Distribution of the Class Notice directed to the Class Members, as set forth in the
24 Settlement Agreement, has been completed in conformity with the Court's August 28, 2025 Order
25 Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement
26 ("Preliminary Approval Order"), including individual notice to all Class Members who could be
27 identified through reasonable effort, and was the best notice practicable under the circumstances.
28 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth

1 in the Preliminary Approval Order, including the proposed Settlement as set forth in the Settlement
2 Agreement and fully satisfied the requirements of California law, the California and United States
3 Constitutions (including the Due Process Clause), the requirements of Code of Civil Procedure §
4 382 and California Rules of Court rule 3.766, and any other applicable law. The Class Notice also
5 provided due and adequate notice to Class Members of their right to exclude themselves from the
6 Settlement, as well as their right to object to any aspect of the proposed Settlement.

7 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
8 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
9 reference, the Court finds the Settlement was entered into in good faith and further finds that the
10 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the
11 Class Members. Plaintiffs have satisfied the standards and applicable requirements for final
12 approval of this class action Settlement under California law, including the provisions of California
13 Code of Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule of Civil
14 Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.
15 3d 800, 821 (1971).

16 6. The Court approves the Settlement as set forth in the Settlement Agreement and
17 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
18 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
19 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arm's-
20 length negotiations. In granting final approval of the Settlement Agreement, the Court considered
21 the nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of
22 settlement proceeds among the Participating Class Members, and the fact that a settlement
23 represents a compromise of the Parties' respective positions rather than the result of a finding of
24 liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement had no
25 obvious deficiencies and did not improperly grant preferential treatment to any individual Class
26 Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good
27 faith.

28 7. Effective on the date when Defendants fully fund the entire Gross Settlement

1 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
2 Payments, Plaintiffs, all Participating Class Members and all Aggrieved Employees shall be bound
3 by the releases set forth in the Settlement Agreement.

4 8. Only one individual opted out from the Settlement. Therefore, there are 825
5 Participating Class Members, representing 99.88% of the total 826 Settlement Class Members.

6 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
7 are admissions by Defendants, or any of the other Released Parties, of liability on any of the
8 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
9 Action, or of any wrongdoing by Defendants or any of the other Released Parties.

10 10. The Court confirms D.Law, Inc., Lidman Law, APC, and Haines Law Group, APC
11 as Class Counsel and finds that Class Counsel has adequately represented the Class for purposes of
12 entering into and implementing the Settlement.

13 11. The Court finds the \$916,000.00 Gross Settlement Amount provided for under the
14 Settlement to be fair and reasonable. Defendants are required to make all payments necessary to
15 fund the Settlement in accordance with the terms of the Settlement Agreement. The Court approves
16 the following deductions from the Gross Settlement Amount: \$305,333.33 for attorneys' fees to
17 Class Counsel; (2) \$22,650.90 for attorneys' costs to Class Counsel; (3) Class Representative
18 Service Payments of \$7,500.00 to each Plaintiff (totaling \$15,000.00); (4) the PAGA Penalties of
19 \$60,000.00 for claims asserted under California's Private Attorneys General Act ("PAGA"), of
20 which 75% (\$45,000.00) will be payable to the California Labor and Workforce Development
21 Agency ("LWDA") ("LWDA PAGA Payment") and 25% (\$15,000.00) will be payable to the
22 Aggrieved Employees on a pro rata basis ("Individual PAGA Payment"); and (5) \$14,000.00 for
23 the Administration Expenses Payment to Apex Class Action, LLC. ("Administrator"). The Net
24 Settlement Amount available for distribution to the Class is approximately \$499,015.77.

25 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
26 set forth in Class Counsel's application, an award of attorneys' fees in the amount of \$305,333.33
27 and for costs and expenses in the amount of \$22,650.90 as final payment for and complete
28 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is

1 hereby granted. The Court finds that Class Counsel's request falls within the range of
2 reasonableness and that the result achieved justifies the award and that the requested expenses were
3 reasonably incurred. The payment of attorneys' fees and costs to Class Counsel shall be made from
4 the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

5 13. It is ordered that the Class Representative Service Payment of \$7,500.00 to each
6 Plaintiff is fair and reasonable as service awards for their service to the Class.

7 14. The Court further approves the payment of \$14,000.00 to the Administrator to cover
8 the costs of administration as provided for in the Settlement Agreement. The payment authorized
9 by this paragraph shall be made in accordance with the terms of the Settlement Agreement.

10 15. The Court also approves a payment of \$60,000.00 for claims asserted under PAGA
11 ("PAGA Penalties"), with 75% of the PAGA Penalties (\$45,000.00) payable to the LWDA and the
12 other 25% (\$15,000.00) payable to the Aggrieved Employees on a pro rata basis (as defined in the
13 Settlement Agreement). The PAGA Penalties shall be paid from the Gross Settlement Amount in
14 accordance with the terms of the Settlement Agreement.

15 16. The Court finds the settlement payments from the Net Settlement Amount provided
16 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and
17 orders the calculations and the payments to be made and administered to the Participating Class
18 Members in accordance with the terms of the Settlement Agreement. It is also ordered that, 180
19 days after the date of distribution of Individual Class Payments to the Class and Individual PAGA
20 Payments to the Aggrieved Employees, all funds from any uncashed checks remaining in the Net
21 Settlement Amount shall be paid out to the California Unclaimed Property Fund in the Class
22 Member's name pursuant to California Code of Civil Procedure section 384(b).

23 17. Without affecting the finality of the Settlement, this Order, or Final Judgment, this
24 Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing
25 jurisdiction over the above-captioned action and the Parties, including all Participating Class
26 Members, relating to the Action and the administration, consummation, enforcement and
27 interpretation of the Settlement Agreement, this Order, and for any other necessary purpose.

28 18. Neither this Order nor the Settlement Agreement (nor any other document referred

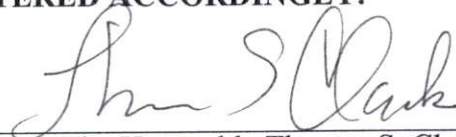
1 to in this Order, nor any action taken to carry out this Order) is, may be construed as, or may be
2 used as, an admission or concession by or against the Defendants or the Released Parties of the
3 validity of any claim or any actual or potential fault, wrongdoing, or liability. Entering into or
4 carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall not
5 be construed as, or deemed evidence of, an admission or concession as to the Defendants' denials
6 or defenses and shall not be offered or received in evidence in any action or proceeding against any
7 party in any court, administrative agency, or other tribunal for any purpose whatsoever, except as
8 evidence of the Settlement or to enforce the provisions of this Order and the Settlement Agreement;
9 provided, however, that this Order and the Settlement Agreement may be filed in any action against
10 or by the Defendants or the Released Parties to support a defense of res judicata, collateral estoppel,
11 release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other
12 theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

13 19. The final order shall constitute the final judgment.

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

15
16 Dated: 2-24-26

By: _____



The Honorable Thomas S. Clark
Superior Court Judge