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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

YOLANDA GONZALEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

BROWNING CONTRACTORS, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No. 24CECG05339

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to the Hon. Jon M Skiles, Dept. 503]

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

*[Filed with Plaintiff's Notice of Motion and
Motion for Preliminary Approval, the
Declaration of Kane Moon, the Declaration
of Plaintiff, the Declaration of Alex Alvarez,
the Declaration of David Litman, and the
Declaration of Lisa Mullins]*

PRELIMINARY APPROVAL HEARING

Date: April 8, 2026

Time: 3:30 PM

Dept. 503

Complaint filed: December 6, 2024

Trial date: Not set

1 The Court has before it Plaintiff Yolanda Gonzalez's ("Plaintiff") Motion for
2 Preliminary Approval of Class Action and PAGA Settlement. Having reviewed the Motion for
3 Preliminary Approval of Class Action and PAGA Settlement, the Declaration of Kane Moon,
4 the Declaration of Plaintiff Yolanda Gonzalez, the Class Action and PAGA Settlement
5 Agreement and Class Notice ("Settlement Agreement" or "Settlement") between Plaintiff and
6 defendant Browning Contractors, Inc. ("Defendant"), and good cause appearing, the Court
7 hereby finds, and orders as follows:

8 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
9 be fair, adequate, and reasonable, and therefore meets the requirements for preliminary
10 approval. The Court grants preliminary approval of the Settlement and the Class based upon
11 the terms set forth in the Settlement Agreement attached to the Declaration of Kane Moon in
12 Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement
13 as Exhibit 1. The Court preliminarily finds that the terms of the Settlement appear to be within
14 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
15 applicable law.

16 2. The Settlement falls within the range of reasonableness of a settlement which
17 could ultimately be given final approval by this Court, and appears to be presumptively valid,
18 subject only to any objections that may be raised at the Final Approval Hearing and final
19 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
20 \$1,300,000.00 to cover (a) settlement payments to class members who do not validly opt out;
21 (b) PAGA Penalties in the amount of \$100,000.00 pursuant to the Private Attorneys General
22 Act of 2004 ("PAGA") and distributed as follows: 35% (\$35,000.00) to the Aggrieved
23 Employees and 65% (\$65,000.00) the State of California, Labor & Workforce Development
24 Agency; (c) Class Representative Service Payment of up to \$7,500.00 to Plaintiff; (d) a Class
25 Counsel Fees Payment, not to exceed 1/3 of the Gross Settlement Amount (\$433,333.33), and
26 up to \$26,000.00 as Class Counsel Litigation Expenses Payment for actual litigation expenses
27 incurred by Class Counsel; and (e) an Administration Expenses Payment of up to \$11,850.00.

28 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and

1 reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties.
8 Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in
9 good faith.

10 4. A final approval hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, and the Class Representative Service Payment
12 should be finally approved as fair, reasonable and adequate as to the members of the class is
13 hereby set in accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class
15 (the "Class"): all individuals who worked for Defendant as hourly and/or non-exempt
16 employees in California at any time during the Class Period. The Class Period means the period
17 between December 6, 2020, to November 8, 2025. Excluded from the Class is any Class
18 Member who opts out of the Settlement by sending the Administrator a valid and timely Request
19 for Exclusion.

20 6. Further, the Court provisionally certifies, for settlement purposes only, the
21 following individuals ("Aggrieved Employees"): all persons who were worked for Defendant
22 as an hourly, non-exempt employee at any time during the PAGA Period. The "PAGA Period"
23 means the period between December 4, 2023, to November 8, 2025.

24 7. Upon Final Approval of this Settlement, Plaintiff, Class Members, and Aggrieved
25 Employees will release claims against all Released Parties as follows:

- 26 a. **"Released Parties"** means: Defendant, and each of its past, present and future
27 subsidiaries, parents, affiliated and related companies, divisions, successors,
28 predecessors or assigns; and their past, present, and future officers, directors,

1 shareholders, partners, agents, insurers, employee, advisors, accountants,
2 representatives, trustees, heirs, executors, administrators, predecessors, successors
3 or assigns.

4 b. **Plaintiff's Release:** Plaintiff and her respective former and present spouses,
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns
6 generally, release and discharge Released Parties from all claims, transactions, or
7 occurrences that occurred during the Class Period, including, but not limited to: (a)
8 all claims that were, or reasonably could have been, alleged, based on the facts
9 contained, in the Operative Complaint and (b) all PAGA claims that were, or
10 reasonably could have been, alleged based on facts contained in the Operative
11 Complaint, Plaintiff's PAGA Notices, or ascertained during the Action and
12 released under 5.2, below ("Plaintiff's Release"). Plaintiff's Release does not
13 extend to any claims or actions to enforce this Agreement; any claims for vested
14 benefits, unemployment benefits, disability benefits, social security benefits,
15 workers' compensation benefits that arose at any time; or any claims based on
16 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
17 discover facts or law different from, or in addition to, the facts or law that Plaintiff
18 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release
19 shall be and remain effective in all respects, notwithstanding such different or
20 additional facts or Plaintiff's discovery of them.

21 1) Plaintiff's Waiver of Rights Under California Civil Code Section
22 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and
23 relinquishes the provisions, rights, and benefits, if any, of section 1542 of
24 the California Civil Code, which reads: A general release does not extend to
25 claims that the creditor or releasing party does not know or suspect to exist
26 in his or her favor at the time of executing the release and that, if known by
27 him or her, would have materially affected his or her settlement with the
28 debtor or Released Party.

1 c. **Release by Participating Class Members:** All Participating Class Members, on
2 behalf of themselves and their respective former and present representatives,
3 agents, attorneys, heirs, administrators, successors, and assigns, release Released
4 Parties from all claims that were alleged, or reasonably could have been alleged,
5 based on the facts stated in the Operative Complaint and ascertained in the course
6 of the Action for the Class Period. Except as set forth in Section 5.3 of this
7 Agreement, Participating Class Members do not release any other claims, including
8 claims for vested benefits, wrongful termination, violation of the Fair Employment
9 and Housing Act, unemployment insurance, disability, social security, workers'
10 compensation, or claims based on facts occurring outside the Class Period.

11 d. **Release by Aggrieved Employees:** All Aggrieved Employees – including Non-
12 Participating Class Members who are Aggrieved Employees – are deemed to
13 release, on behalf of themselves and their respective former and present
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
15 Released Parties from all claims for PAGA penalties that were alleged, or
16 reasonably could have been alleged, based on the facts stated in the Operative
17 Complaint, the PAGA Notices, and ascertained in the course of the Action for the
18 PAGA Period.

19 8. The Court finds, for settlement purposes only, that the Settlement Class meets
20 the requirements for certification under California Code of Civil Procedure § 382 in that: (1)
21 the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that
22 are common, or of general interest, to all Class Members, which predominate over individual
23 issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and
24 Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a
25 class action is superior to other available methods for the fair and efficient adjudication of the
26 controversy.

27 9. The Court appoints, for settlement purposes only, Yolanda Gonzalez, as Class
28 Representative.

1 10. The Court appoints, for settlement purposes only, Moon Law Group, PC, as Class
2 Counsel. The Court further preliminary approves Class Counsel's ability to request attorneys'
3 fees of up to 1/3 of the Gross Settlement Amount (\$433,333.33), and costs not exceeding
4 \$26,000.00.

5 11. The Court appoints ILYM Group, Inc. as the Administrator with reasonable
6 administration costs estimated not to exceed \$11,850.00.

7 12. The Court approves, as to form and content the Court Approved Notice of Class
8 Action Settlement and Hearing Date for Final Court Approval ("Notice") attached as Exhibit A
9 to the Settlement. The Court finds on a preliminary basis that plan for distribution of the Notice
10 to Settlement Class Members satisfies due process, provides the best notice practicable under
11 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12 13. The Parties are ordered to carry out the Settlement according to the terms of the
13 Agreement.

14 14. Any class member who does not request exclusion from the settlement may object
15 to the Settlement Agreement.

16 15. The Court orders the following Implementation Schedule:

17

18 Defendant to provide Class Data to the 19 Administrator	Within 21 days of preliminary approval
20 Administrator to mail the Class Notice by 21 First Class Mail	Within 14 days of receipt of the Class Data
22 Response Deadline	60 days after mailing; in the case of a re- 23 mailed Class Notice, the Response 24 Deadline will be extended by 14 days for 25 any re-mailed Class Notices
26 Deadline to file Motion for Final Approval	16 court days prior to Final Approval 27 Hearing:

28

1 Final Approval Hearing

2
3 16. The Court reserves the right to continue the date of the Final Approval Hearing
4 without further notice to Class Members.

5 17. The Court further orders that, pending further order of this Court, all proceedings
6 in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

7 18. The Settlement Agreement is preliminarily approved but is not an admission by
8 Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or
9 of any violation of law. Neither the Settlement Agreement nor any related document shall be
10 offered or received in evidence in any civil, criminal, or administrative action or proceeding other
11 than as may be necessary to consummate or enforce the Settlement Agreement.

12 19. The obligations set forth in the Settlement Agreement are deemed part of this Order.

13
14 **IT IS SO ORDERED.**

15
16 DATE:

17 _____
18 Hon. Jon M. Skiles
19 Judge of the Fresno County Superior Court
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
5 Angeles, California 90017. On **December 17, 2025**, I served the foregoing document described
6 as:

7 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL**
8 **OF CLASS ACTION and PAGA SETTLEMENT**

9 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
10 addressed as follows:

11 Attorneys for Defendant

12 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the
13 parties to accept electronic service, I caused the documents to be sent to the persons
14 at the electronic service addresses listed above via third-party cloud service **CASE**
15 **ANYWHERE.** I did not receive an error message.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct.

18 Executed this, **December 17, 2025** at Los Angeles, California.

19 _____
20 Type or Print Name

21 _____
22 Signature