

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
John L. Nitti (State Bar #330752)
Carolina Faccin (State Bar #340855)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com
jnitti@jcl-lawfirm.com
cfaccin@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K Hom (State Bar #327243)
Jaclyn Joyce (State Bar #285124)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
jaclyn@zakaylaw.com

Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF FRESNO

EVANGELINA LOZANO and PORFIRIO
SANTIAGO, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CEN CAL BUILDERS & DEVELOPERS,
INC., a California corporation; and DOES 1-
50, Inclusive,

Defendant.

Case No.: 23CECG04411

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: February 19, 2026

Time: 3:27 p.m.

Judge: Hon. Lisa M. Gamoian
Dept.: 403

1 Plaintiffs’ motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims (“Agreement”) and Motion for Class Counsel Award
3 and Service Award duly came on for hearing on February 19, 2026, before the above-entitled Court.
4 Zakay Law Group, APLC, JCL Law Firm, APC, and Work Lawyers P.C., appeared on behalf of
5 Plaintiffs EVANGELINA LOZANO and PORFIRIO SANTIAGO (“Plaintiffs”). Baker Manock &
6 Jensen, P.C. appeared on behalf of Defendant CEN CAL BUILDERS & DEVELOPERS, INC., a
7 California corporation (hereinafter “Defendant”).

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Fresno (“Court”), Case No. 23CECG04411,
16 entitled *Evangelina Lozano, et al. v. Cen Cal Builders & Developers, Inc.* and over all Parties to this
17 litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On March 19, 2025, the Court granted preliminary approval of a class-wide
20 settlement. At this same time the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Class Notice was
25 mailed by first class mail to the Class Members at their last known addresses on April 18, 2025.
26 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
28

1 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was June 2, 2025. There
4 was an adequate interval between notice and deadline to permit Class Members to choose what to
5 do and act on their decision. No Class Members objected. No Class Members requested exclusion.

6 **Fairness Of The Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$750,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

10 a. The settlement was reached through arms-length bargaining between
11 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
12 settlement.

13 b. The Parties' investigation and discovery have been sufficient to allow
14 the Court and counsel to act intelligently.

15 c. Counsel for all parties are experienced in similar employment class
16 action litigation and have previously settled similar class claims on behalf of employees claiming
17 compensation. All counsel recommended approval of the Settlement.

18 d. No objections were received. No requests for exclusion were
19 received.

20 e. The participation rate is high. 100% of Class Members will be
21 participating in the Settlement and will be sent settlement payments.

22 7. The consideration to be given to the Class Members under the terms of the
23 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
24 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
25 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
26 litigation and the delays which would ensue from continued prosecution of the Action.

27 8. The Agreement is finally approved as fair, adequate, and reasonable and in
28 the best interests of the Participating Class Members.

1 **PAGA Payment**

2 9. The Agreement provides for a payment of PAGA Payment in the amount of
3 \$40,000.00. The Court has reviewed the PAGA Payment amount and finds and determines that the
4 PAGA Payment and the allocation of \$30,000.00 to LWDA (“LWDA Payment”) and \$10,000.00
5 to Aggrieved Employees (“Aggrieved Employee Payment”) is fair and reasonable and complies
6 with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Class Counsel Award**

8 10. The Agreement provides for a payment for a Class Counsel Award in the
9 amount of up to Two Hundred Seventy Thousand Nine Hundred Ninety-Nine Dollars and Sixty-
10 Two Cents (\$270,999.62). Subject to Court approval, the Attorneys’ Fees and Costs consists of
11 attorneys’ fees equal to one-third (1/3) of the Gross Settlement Amount, or Two Hundred Fifty
12 Thousand Dollars and Zero Cents (\$250,000.00) and reimbursement of litigation expenses in the
13 amount of Twenty Thousand Nine Hundred Ninety-Nine Dollars and Sixty-Two Cents
14 (\$20,999.62).

15 11. Class Counsel Award of Two Hundred Seventy Thousand Nine Hundred
16 Ninety-Nine Dollars and Sixty-Two Cents (\$270,999.62) comprised of attorneys’ fees in the amount
17 of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) and reimbursement of
18 litigation expenses in the amount of Twenty Thousand Nine Hundred Ninety-Nine Dollars and
19 Sixty-Two Cents (\$20,999.62) is reasonable in light of the contingent nature of Class Counsel’s fee,
20 the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
21 attorneys’ fee award represents 1/3 of the common fund, which is reasonable, and is supported by
22 Class Counsel’s lodestar.

23 **Service Award**

24 12. The Agreement provides for an Enhancement Payment of up to Ten
25 Thousand Dollars and Zero Cents (\$10,000.00) allocated to each Plaintiff, subject to the Court’s
26 approval. The Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to
27 each Plaintiff is reasonable in light of the risks and burdens undertaken by Plaintiff in this class
28 action litigation.

1 **Settlement Administration Costs**

2 13. The Agreement provides for Settlement Administration Costs to be paid in
3 an amount not to exceed \$19,990.00. The Declaration of the Administrator provides that the actual
4 claims Settlement Administration Costs were \$19,990.00. The amount of this payment is reasonable
5 in light of the work performed by the Administrator.

6 **II.**

7 **ORDERS**

8 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

9 1. The Class is certified for the purposes of settlement only. The Settlement
10 Class is hereby defined to include:

11 All persons who are or previously were employed by Defendant Cen Cal Builders &
12 Developers, Inc. in California and classified as non-exempt employees at any time
13 during the Class Period (January 8, 2020, to August 31, 2024).

14 2. There are 1,932 participating members of the Class. Every person in the Class
15 who did not opt out is a Settlement Class Member. After providing Notice to the Class, there are
16 no opt-outs or objections to the Settlement.

17 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
18 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
19 this Order and the terms of the Agreement.

20 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
21 exchange the Class Members shall release the Defendant from the “Released Class Claims” and the
22 “Aggrieved Employees” shall release the Defendant from the “Released PAGA Claims.”

23 a. The “Released Class Claims” shall mean all class claims alleged, or
24 that reasonably could have been alleged based on the facts alleged, in the operative complaint in the
25 Action which occurred during the Class Period, including but not limited to violations of California
26 Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194,
27 1194.2, 1197, 1197.1, 1199, 2698, and 2802, and California Business and Professions Code §§
28 17200, et seq., and the applicable IWC Wage Orders and California Code of Regulations from the

1 following claims for relief: unfair competition; failure to pay minimum wages; failure to pay
2 overtime wages; failure to provide required meal periods; failure to provide required rest periods;
3 failure to provide wages when due; failure to provide accurate itemized wage statements; failure to
4 reimburse employees for required expenses; and all damages, penalties, interest and other amounts
5 recoverable under said claims, causes of action or legal theories of relief, and expressly excluding
6 all other claims, including claims for vested benefits, wrongful termination, unemployment
7 insurance, disability, social security, workers' compensation, and class claims outside of the Class
8 Period.

9 b. The “Aggrieved Employees” means all current and former non-
10 exempt California employees employed by Defendant at any time during the PAGA Period. The
11 PAGA Period is the period between October 19, 2022, through August 31, 2024.

12 c. The “Released PAGA Claims” shall mean all PAGA claims alleged
13 in the operative complaint in the Action and Plaintiffs' PAGA notices to the L WDA which occurred
14 during the PAGA Period, including but not limited to violations of California Labor Code sections
15 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1,
16 1199, 2698, and 2802, and California Business & Professions Code §§ 17200, et seq., and the
17 applicable IWC Wage Orders and California Code of Regulations from the following claims for
18 relief: unfair competition; failure to pay minimum wages; failure to pay overtime wages; failure to
19 provide required meal periods; failure to provide required rest periods; failure to provide wages
20 when due; failure to provide accurate itemized wage statements; failure to reimburse employees for
21 required expenses; and all damages, penalties, interest and other amounts recoverable under said
22 claims, causes of action or legal theories of relief, and expressly excluding all other claims, including
23 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
24 security, workers' compensation, and PAGA claims outside of the PAGA Period.

25 5. Class Counsel are awarded Two Hundred Seventy Thousand Nine Hundred
26 Ninety-Nine Dollars and Sixty-Two Cents (\$270,999.62) for the Class Counsel Award comprised
27 of one-third of the Gross Settlement Amount, or Two Hundred Fifty Thousand Dollars and Zero
28 Cents (\$250,000.00) for attorneys’ fees and litigation expenses in the amount of Twenty Thousand

1 Nine Hundred Ninety-Nine Dollars and Sixty-Two Cents (\$20,999.62). Class Counsel shall not seek
2 or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of the
3 Class.

4 6. The payment of the Service Award to each Plaintiff in the amount of
5 \$10,000.00 is approved.

6 7. The payment of \$19,990.00 to the Administrator for Settlement
7 Administration Costs is approved.

8 8. The PAGA Payment of \$40,000.00 is hereby approved as fair, reasonable,
9 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court finds
10 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
11 or collusion.

12 9. Final Judgment is hereby entered in this action. The Final Judgment shall
13 bind each Settlement Class Member.

14 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
15 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
16 ("PAGA").

17 11. The Court further finds and determines that Class Counsel satisfied California
18 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
19 under the Private Attorney General Act ("PAGA") on February 24, 2025, March 21, 2025, and June
20 30, 2025.

21 12. The Court orders Class Counsel to comply with California Labor Code §
22 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
23 entry of this Order.

24 13. The Agreement is not an admission by Defendant, nor is this Final Approval
25 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
26 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
27 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
28 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering

into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant and shall not be offered in evidence in any action or proceeding against Defendant in any court, administrative agency or other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

14. Notice of entry of this Final Approval Order and Judgment shall be given to Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members and the Final Approval Order and Judgment shall be posted on Administrator's website as indicated in the Class Notice.

15. After entry of Final Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

16. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED.

DATED: _____, 2026

Hon. Lisa M. Gamoian
JUDGE OF THE SUPERIOR COURT