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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,

Defendants.

Case No. 23CECG04411

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

Date: March 19, 2025

Time: 3:30 p.m.

Judge: Hon. Jeffrey Y. Hamilton, Jr.

Dept.: 503

1 This matter having come before the Honorable Judge Jeffrey Y. Hamilton, Jr., of the Superior
2 Court of the State of California, in and for the County of Fresno, at 3:30 p.m. on March 19, 2025, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani O. Zakay, Esq. of the Zakay Law
4 Group, APLC, and Justin Lo, Esq. of Work Lawyers P.C. as counsel for plaintiffs EVANGELINA
5 LOZANO and PORFIRIO SANTIAGO (“Plaintiffs”), and Diane E. Coderniz, Esq. of Baker Manock
6 & Jensen, P.C. appearing for Defendant Cen Cal Builders & Developers, Inc. (“Defendant”). The Court,
7 having carefully considered the briefs, argument of counsel and all the matters presented to the Court,
8 and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class
9 Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED:**

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

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

19 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
20 Defendant shall pay is Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00). It
21 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
22 reasonable as to all Class Members when balanced against the probable outcome of further litigation
23 relating to certification, liability, and damages issues. It further appears that investigation and research
24 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
25 positions. It further appears to the Court that settlement at this time will avoid substantial additional
26 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
27 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
28 intensive, serious, and non-collusive arms-length negotiations.

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

7 5. Plaintiffs seek a Class Counsel Award in the amount of up-to one-third of the Gross
8 Settlement Amount, currently estimated at Two Hundred Fifty Thousand Dollars and Zero Cents
9 (\$250,000.00), plus reimbursement of actually incurred litigation cost in an amount of up to Thirty
10 Thousand Dollars (\$30,000), and proposed Service Awards to the Class Representatives, Evangelina
11 Lozano and Porfirio Santiago, in an amount of not more than Ten Thousand Dollars and Zero Cents
12 (\$10,000.00) to each Plaintiff. While these awards appear to be within the range of reasonableness, the
13 Court will not approve the Class Counsel Award or the Service Awards until the Final Approval
14 Hearing.

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

19 all persons who are or previously were employed by Defendant in California
20 and classified as non-exempt employees (“Class”) at any time between
21 January 8, 2020, to August 31, 2024 (“Class Period”).

22 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
23 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
24 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
25 common questions of law and fact predominate, and there is a well-defined community of interest
26 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
27 Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives
28 will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to

1 other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are
2 qualified to act as counsel for the Class Representatives in their individual capacities and as the
3 representatives of the Class Members.

4 8. The Court provisionally appoints plaintiffs EVANGELINA LOZANO and PORFIRIO
5 SANTIAGO as the representative of the Class.

6 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
7 APC, Shani Zakay, Esq., of the Zakay Law Group, APLC, and Justin Lo, Esq., of Work Lawyers, P.C.
8 as Class Counsel for the Class Members.

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

19 11. The Court hereby appoints Apex Class Action, LLC, as Settlement Administrator.
20 Defendant shall provide the Settlement Administrator with the Class Data regarding Class Members
21 that Defendant will in good faith compile from its records, including each Class Member’s full name;
22 last known address; Social Security Number; start dates and end dates of employment; and any other
23 information the Settlement Administrator deems necessary to accurately calculate the number of
24 Workweeks and Pay Period worked by each Class Member and Aggrieved Employee during the Class
25 and PAGA Periods. No later than twenty-one (21) days after the Preliminary Approval Date, the
26 Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-
27 Class U.S. Mail.

28 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the

1 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
2 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
3 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
4 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
5 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed
6 Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who
7 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual
8 Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to
9 object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound
10 by all determinations of the Court, the Agreement, and Judgment.

11 13. Any Class Member who has not opted out may appear at the final approval hearing and
12 may object or express the Class Member's views regarding the Settlement and may present evidence
13 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
14 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
15 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
16 Settlement Administrator.

17 14. A Motion for Final Approval and the Motion for Class Counsel Award and Service
18 Award shall both be held before this Court on _____ at ____ a.m./p.m. in
19 Department 503 of the Fresno County Superior Court to determine all necessary matters concerning
20 the Settlement, including: whether the proposed settlement of the Action on the terms and conditions
21 provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the
22 Court; whether an Order Granting Final Approval should be entered herein; whether the plan of
23 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class;
24 and to finally approve the Class Counsel Award, Service Award, and the Settlement Administration
25 Costs. All papers in support of the Motion for Final Approval and the Motion for Class Counsel Award
26 and Service Award shall be filed with the Court and served on all counsel within twenty-eight (28) days
27 following the expiration of the Response Deadline.

28 15. In the event the Settlement does not become effective in accordance with the terms of the

1 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
2 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
3 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
4 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
5 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
6 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
7 is not approved.

8 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
9 and all dates provided for in the Agreement without further notice to Class Members and retains
10 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
11
12

13 Dated: _____

JUDGE OF THE SUPERIOR COURT