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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,

Defendant.

Case No.: 23CECG04411

[PROPOSED] JUDGMENT

Date: July 24, 2025
Time: 3:27 p.m.

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

1 Plaintiff's 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 July 24, 2025, before the above-entitled Court.
4 The parties having settled this action and the Court having entered an Order Granting Motion for
5 Final Approval of Class Action and PAGA Settlement and good cause appearing therefore,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 The certification of the Class is confirmed for the purposes of settlement. The Class is
8 defined as "all persons who are or previously were employed by Defendant Cen Cal Builders &
9 Developers, Inc. in California and classified as non-exempt employees at any time during the
10 period from January 8, 2020, to August 31, 2024" ("Class Period"). All persons who meet the
11 foregoing definition are Settlement Class Members, except for those individuals who filed a valid
12 request for exclusion ("opt out") from the Class.

13 1. Except as set forth in the Agreement, the Order Granting Motion for Final
14 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all
15 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
16 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
17 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

18 2. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
19 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
20 supervise and adjudicate any dispute arising from or in connection with the distribution of
21 settlement benefits.

22 3. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and
23 each Class Member who has not validly opted out has released Defendants from the "Released
24 Class Claims" as set forth in the Agreement.

25 4. As used in paragraph 4 above, the quoted terms have the meanings set forth below:

26 a. The "Released Class Claims" shall mean all class claims alleged, or
27 that reasonably could have been alleged based on the facts alleged, in the operative complaint in
28 the Action which occurred during the Class Period, including but not limited to violations of

1 California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1185,
2 1194, 1194.2, 1197, 1197.1, 1199, 2698, and 2802, and California Business and Professions Code
3 §§ 17200, et seq., and the applicable IWC Wage Orders and California Code of Regulations from
4 the following claims for relief: unfair competition; failure to pay minimum wages; failure to pay
5 overtime wages; failure to provide required meal periods; failure to provide required rest periods;
6 failure to provide wages when due; failure to provide accurate itemized wage statements; failure to
7 reimburse employees for required expenses; and all damages, penalties, interest and other amounts
8 recoverable under said claims, causes of action or legal theories of relief, and expressly excluding
9 all other claims, including claims for vested benefits, wrongful termination, unemployment
10 insurance, disability, social security, workers' compensation, and class claims outside of the Class
11 Period.

12 5. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
13 Labor and Workforce Development Agency (“LWDA”), the State of California, and each
14 “Aggrieved Employee” have released the Released Parties from the “Released PAGA Claims” for
15 the “PAGA Period” as set forth in the Agreement.

16 6. As used in paragraph 6 above, the quoted terms have the meanings set forth below:

17 (a) The “Aggrieved Employees” means all current and former non-exempt
18 California employees employed by Defendant at any time during the PAGA Period.

19 (b) The “PAGA Period” is defined as the period between October 19, 2022,
20 through August 31, 2024.

21 (c) The “Released PAGA Claims” shall mean all PAGA claims alleged in the
22 operative complaint in the Action and Plaintiffs' PAGA notices to the L WDA which occurred
23 during the PAGA Period, including but not limited to violations of California Labor Code sections
24 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1,
25 1199, 2698, and 2802, and California Business & Professions Code §§ 17200, et seq., and the
26 applicable IWC Wage Orders and California Code of Regulations from the following claims for
27 relief: unfair competition; failure to pay minimum wages; failure to pay overtime wages; failure to
28 provide required meal periods; failure to provide required rest periods; failure to provide wages

1 when due; failure to provide accurate itemized wage statements; failure to reimburse employees
2 for required expenses; and all damages, penalties, interest and other amounts recoverable under
3 said claims, causes of action or legal theories of relief, and expressly excluding all other claims,
4 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
5 social security, workers' compensation, and PAGA claims outside of the PAGA Period.

6 7. This Court hereby grants final approval and awards the following: (i) Two Hundred
7 Seventy Thousand Nine Hundred Ninety-Nine Dollars and Sixty-Two Cents (\$270,999.62) for the
8 Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Two Hundred
9 Fifty Thousand Dollars and Zero Cents (\$250,000.00) for attorneys' fees and litigation expenses in
10 the amount of Twenty Thousand Nine Hundred Ninety-Nine Dollars and Sixty-Two Cents
11 (\$20,999.62); (ii) the Service Award to Class Representatives Evangelina Lozano and Porfirio
12 Santiago in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff;
13 (iii) Settlement Administration Costs of Nineteen Thousand Nine Hundred Ninety Dollars and
14 Zero Cents (\$19,990.00) to APEX Class Action LLC; (iv) Thirty Thousand Dollars and Zero
15 Cents (\$30,000.00) (75% of the PAGA Payment) to the Labor and Workforce Development
16 Agency ("LWDA Payment"); and (v) Ten Thousand Dollars and Zero Cents (\$10,000.00) (25% of
17 the PAGA Payment) allocated to the Aggrieved Employee Payments.

18 8. Plaintiff shall give notice of this Judgment to the Labor and Workforce
19 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
20 California Labor Code section 2699(1)(3).

21 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
22 **ORDERED.**

23
24 DATED: _____, 2025

25
26 _____
27 Hon. Lisa M. Gamoian
28 JUDGE OF THE SUPERIOR COURT