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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

JOSE SANTILLAN and JESUS NAVARRO,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

NUMBER ONE CONCRETE READY MIX,
INC., a California corporation; A CUT ABOVE
SERVICES, INC., a California corporation;
and DOES 1-50, Inclusive,

Defendants.

Case No. C25-00726

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

Judge: Hon. Benjamin T. Reyes, II
Dept.: 16

1 This matter having come before the Honorable Benjamin T. Reyes, II of the Superior Court of
2 the State of California, in and for the County of Contra Costa, with Sydney Castillo-Johnson and Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC as counsel for Plaintiffs Jose Santillan and Jesus Navarro (“Plaintiffs”), and Duggan McHugh
5 Law Corporation, appearing for Defendants Number One Concrete Ready Mix, Inc. and A Cut Above
6 Services, Inc. (“Defendants”). The Court, having carefully considered the briefs, argument of counsel
7 and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’
8 Motion for Preliminary Approval of Class and PAGA Action Settlement.

9 **IT IS HEREBY ORDERED:**

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

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

18 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendants
19 shall pay is Three Hundred Fifteen Thousand Dollars and Zero Cents (\$315,000.00). It appears to the
20 Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as
21 to all Class Members when balanced against the probable outcome of further litigation relating to
22 certification, liability, and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
24 further appears to the Court that settlement at this time will avoid substantial additional costs by all
25 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
26 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive arm’s-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

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

6 5. Plaintiffs seek a Class Counsel Award in the amount of *up to* thirty-three percent (33%)
7 of the Gross Settlement Amount for attorneys' fees, currently estimated at One Hundred Three
8 Thousand, Nine Hundred Fifty Dollars and Zero Cents (\$103,950.00), plus reimbursement of actually
9 incurred litigation costs of *up to* Thirty Thousand Dollars and Zero Cents (\$30,000.00), and proposed
10 Service Awards to the Class Representatives, Jose Santillan and Jesus Navarro, in an amount of not
11 more than Ten Thousand Dollars (\$10,000.00) to each Class Representative. While these awards appear
12 to be within the range of reasonableness, the Court will not approve the Class Counsel Award or Service
13 Awards until the Final Approval Hearing.

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

18 “all persons who worked for Defendants as non-exempt employees in the
19 State of California (“Class Members”) at any time during the period
20 beginning March 13, 2021, to March 28, 2026 (“Class Period”).”

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

1 to act as counsel for the Class Representatives in their individual capacities and as the representative
2 of the Class Members.

3 8. The Court provisionally appoints Plaintiffs Jose Santillan and Jesus Navarro as the Class
4 Representatives.

5 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq. and Sydney Castillo-
6 Johnson, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. and Jackland K. Hom, Esq. of
7 Zakay Law Group, APLC, as Class Counsel for the Class Members.

8 10. The Court hereby approves, as to form and content, the Court Approved Notice of
9 Pendency of Class and Representative Action Settlement and Final Hearing Date (“Notice Packet”)
10 attached to the Agreement as Exhibit “A”. The Court finds that the notice appears to fully and
11 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 the Settlement Administrator. On
20 April 24, 2026, Defendants provided the Settlement Administrator with the Class Data, including each
21 Class Member’s full name; last known address; Social Security Number; workweeks worked during
22 the Class Period; and pay periods worked during the PAGA Period (where applicable) and any other
23 information the Settlement Administrator deems necessary to accurately calculate the number of
24 Workweeks and Pay Periods worked by each Class Member and Aggrieved Employee during the Class
25 and PAGA Periods. No later than fourteen (14) calendar days after the Court grants preliminary
26 approval, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via
27 first class U.S. Mail and electronic 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 Packet by following the instructions for requesting exclusion from
3 the Settlement of the Released Class Claims that are set forth in the Notice Packet. All requests for
4 exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar
5 days after the Settlement Administrator mails the Notice Packet to Class Members or, in the case of re-
6 mailed Notice, not more than fifteen (15) days from the original Response Deadline. Any such person
7 who 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, but will still be bound by the terms of the PAGA settlement. Class
10 Members who have not requested exclusion shall be bound by all determinations of the Court, the
11 Agreement, and Judgment.

12 13. Any Class Member may appear at the final approval hearing, regardless of whether they
13 have submitted a timely written objection and notice of intention to appear. Class Members may express
14 their views regarding the Settlement and may present evidence and file briefs or other papers that may
15 be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice.
16 Class Members will have forty-five (45) days from the date the Notice Packets are mailed to postmark
17 their written objections to the Settlement Administrator. Class Members who fail to timely submit
18 objections in the manner specified above shall be deemed to have waived any objections and shall be
19 foreclosed from making any written objection (whether by appeal or otherwise) to the Settlement. Class
20 Members who fail to timely submit a written objection may still appear at the Final Approval Hearing
21 to object orally in person.

22 14. A hearing on Plaintiffs' Motion for Final Approval of Class Action and PAGA
23 Settlement shall be held before this Court on _____ at ____ AM/PM in
24 Department 16 of the Contra Costa Superior Court. Further, Plaintiffs' Motion Class Counsel Award
25 and Service Awards shall be held before this Court on _____ at ____ AM/PM in
26 Department 16 of the Contra Costa County Superior Court to determine all necessary matters
27 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
28 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally

1 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
2 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
3 to the Class; and to finally approve the Class Counsel Award, Service Awards, and the Settlement
4 Administration Costs. All papers in support of the motion for final approval and the motion for Class
5 Counsel Award and Service Awards shall be filed with the Court and served on all counsel within
6 twenty-eight (28) days following the expiration of the Response Deadline.

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

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

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18 Dated: _____

19 JUDGE OF THE SUPERIOR COURT
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