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FILED
Superior Court of California
County of Sacramento
05/04/2026
J. Servantez, Deputy

8 Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 AGUSTIN MARTINEZ-LOPEZ, an individual,
12 on behalf of himself, the State of California, as a
13 private attorney general, and on behalf of all
14 others similarly situated,

15 Plaintiff,

16 v.

17 CAPITOL CITY STUCCO, INC., a California
18 corporation; and DOES 1 TO 50,

19 Defendants.
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Case Number: 24CV000286

**[Proposed] Order Granting Preliminary
Approval of Class Action Settlement**

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1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on April 10, 2026, in Department 23, the Honorable Jill H. Talley presiding. The
3 Court having considered the papers submitted in support of the application of the parties, **HEREBY**
4 **ORDERS THE FOLLOWING:**

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
6 upon the terms set forth in the Settlement Agreement and Release of Class Action (the "Settlement
7 Agreement") attached as **Exhibit A** to the Declaration of Christian Valenzuela Cabral in support of
8 Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms used
9 herein shall have the same meaning as defined in the Settlement Agreement. The settlement set forth
10 in the Settlement Agreement appears to be fair, adequate, and reasonable, and in the best interests of
11 the Class, and the Court preliminarily approves the terms of the Settlement Agreement, including,
12 without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$546,000.00**;
- 14 b. The Class Representative enhancement payment to the named Plaintiff of
15 **\$7,500.00**;
- 16 c. Court approved attorneys' fees to Class Counsel of up to **\$182,000.00**, representing
17 one-third of the Gross Settlement Amount;
- 18 d. Court approved litigation costs to Class Counsel of up to **\$35,000.00**;
- 19 e. Fees and Costs of the Settlement Administrator of up to **\$25,000.00**; and
- 20 f. A PAGA allocation of \$25,000.00, with **\$18,750.00** (i.e., 75%) payable to the
21 California Labor & Workforce Development Agency for its portion of the PAGA
22 penalties.

23 2. This Court has considered the papers in support of the Motion and the Settlement
24 Agreement and finds that pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for
25 settlement purposes only. Specifically, the Court finds for settlement purposes only that the proposed
26 Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d)
27 the claims of the Class Representatives are typical of the claims of the proposed Class Members; (e)
28 Class Representatives' counsel has and is able to adequately represent the proposed Class; (f) the Class

1 Representative is adequate to represent the Class; and (g) class-wide treatment of this dispute is
2 superior to individual litigation because common issues predominate over individual issues for
3 settlement purposes.

4 3. The Settlement falls within the range of reasonableness and appears to be presumptively
5 valid, subject only to any objections that may be raised at the final fairness hearing and final approval
6 by this Court.

7 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
8 fees and costs to Class Counsel, and the Class Representative enhancement award should be finally
9 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and
10 time set forth in the implementation schedule in Paragraph 13 below.

11 5. This Court approves, as to form and content, the Notice of Proposed Class Action
12 Settlement (“Class Notice”), in substantially the form attached hereto as **Exhibit 1**. The Court approves
13 the procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set
14 forth in the Settlement Agreement.

15 6. The Court directs the mailing of the Class Notice by first class mail to the Class
16 Members in accordance with the Implementation Schedule set forth below. The Court finds the dates
17 selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule,
18 meet the requirements of due process and provide the best notice practicable under the circumstances
19 and shall constitute due and sufficient notice to all persons entitled thereto.

20 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
21 only.

22 8. The Court preliminarily certifies for settlement purposes only the Settlement Class
23 defined as follows: *all individuals who are or were employed by Defendants as non-exempt employees*
24 *in California during the Class Period. See Settlement Agreement, at § 1.39.* The Class Period is defined
25 as the period from January 10, 2020 through the date of Preliminary Approval. *See Settlement*
26 *Agreement, at § 1.10.*

27 9. The Court preliminarily certifies for settlement purposes only the PAGA Settlement Class
28 defined as follows: *all individuals who are or were employed by Defendants as non-exempt employees*

1 *in California during the PAGA Period. See Settlement Agreement, at § 1.30. The PAGA Period is*
2 *defined as the period from January 10, 2023, through the date of Preliminary Approval. See Settlement*
3 *Agreement, at § 1.29.*

4 10. All Settlement Class members who do not timely opt out will release those claims
5 arising out of or related to the allegations set forth in the Complaint and/or PAGA notice to the
6 California Labor and Workforce Development Agency that arose during the Class Period and/or PAGA
7 Period, including claims for: **(1)** failure to failure to pay minimum wage for all hours worked in
8 violation of Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s); **(2)** failure
9 to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the
10 applicable IWC Wage Order(s); **(3)** failure to provide compliant rest periods and pay missed rest break
11 premiums in violation of Labor Code section 226.7 and the applicable Wage Order(s); **(4)** failure to
12 provide compliant meal periods and pay missed meal period premiums in violation of Labor Code
13 sections 226.7 and 512, and the applicable Wage Order(s); **(5)** failure to maintain accurate employment
14 records in violation of Labor Code section 1174; **(6)** failure to timely pay wages during employment
15 in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation
16 in violation of Labor Code sections 201, 202, and 203; **(8)** failure to reimburse business expenses in
17 violation of Labor Code sections 2802 and 2804; **(9)** failure to provide complete and accurate wage
18 statements in violation of Labor Code sections 226 and 226.3; **(10)** deceptive, fraudulent, or otherwise
19 unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law
20 (Bus. & Prof. Code, §§ 17200–17210); **(11)** statutory penalties based on the foregoing pursuant to
21 PAGA (Lab. Code, §§ 2698-2699.8); and **(12)** all claims for liquidated damages, penalties, interest,
22 fees, and costs based on the foregoing. *See Settlement Agreement, at § 1.34.*

23 11. The Court confirms Agustin Martinez-Lopez as Class Representative, and Jonathan
24 Melmed and Laura Supanich of Melmed Law Group P.C. as Class Counsel.

25 12. The Court appoints APEX Class Action LLC as the Settlement Administrator.

26 13. To facilitate administration of the Settlement pending final approval, the Court hereby
27 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
28 proceedings (including filing claims with the Division of Labor Standards Enforcement of the

1 California Department of Industrial Relations) regarding claims released by the Settlement, unless and
 2 until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator
 3 and the time for filing claims with the Settlement Administrator has elapsed.

4 14. The Court orders the following **Implementation Schedule** for further proceedings:

5	6 a.	Deadline for Defendant to Submit Class Data to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
7	8 b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days following the Preliminary Approval date]
9	10 c.	Deadline for Class Members to Postmark Requests for Exclusion	[60 days after mailing of the Class Notice]
11	12 d.	Deadline for Class Members to submit any Objections to Settlement	[60 days after mailing of the Class Notice]
13	14 e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[21 Court days prior to Final Approval and Fairness Hearing]
15	16 f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
17	18 g.	Final Approval and Fairness Hearing (the Court's first available date on or after August 14, 2026)	<u>CE * ~ • 04 14 2026</u> at 9:00 a.m.

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23 15. If any of the dates in this Implementation Schedule falls on a weekend, bank or court
24 holiday, the time to act shall be extended to the next business day.

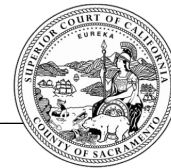
25 16. The Court shall retain jurisdiction over the Action for all purposes pursuant to California
26 Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the
27 Settlement.

28 **IT IS SO ORDERED.**

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Dated: 05/04/2026

Jill Talley



Hon. Jill H. Talley
Judge of the Superior Court, County of Sacramento