

FILED
Superior Court of California,
County of Madera
05/12/2026

Adrienne Calip / Clerk of Court
By: Cecilia Tamayo, Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA**

MAURICIO ESPARZA-VALDEZ,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

VEZINA INDUSTRIES, INC., a corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No. MCV095037
Assigned to Hon. Eric J. LiCalsi, Dept. 44

Complaint filed: April 30, 2025
Trial date: Not Set

CLASS & REPRESENTATIVE ACTION

~~PROPOSED~~ **ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING
Date: May 12, 2026
Time: 8:30 a.m.
Dept: 44

Electronically Submitted on 04/14/26 2:45 PM

1 The Court has before it Plaintiff Mauricio Esparza-Valdez’s (“Plaintiff” or “Class
2 Representative”) Motion for Preliminary Approval of Class Action Settlement (the “Motion”).
3 Having reviewed the Motion along with the accompanying papers, the Class Action and PAGA
4 Settlement Agreement (which is referred to here as the “Settlement” or “Settlement
5 Agreement”), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary
8 approval. The Court grants preliminary approval of the Settlement and the Class (as defined
9 below) based upon the terms set forth in the Settlement Agreement between Plaintiff and
10 Defendant Vezina Industries, Inc. (“Defendant,” and together with Plaintiff, the “Parties”). A
11 true and correct copy of the Settlement Agreement is attached to the Declaration of Conor J.D.
12 Gomez in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement
13 submitted to the Court as **Exhibit 1**.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the final approval hearing and final approval
17 by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$264,000.00 (the “Gross Settlement Amount” to cover (a) settlement payments to Class
19 Members (as defined below) who do not validly opt out; (b) a \$13,200.00 payment for penalties
20 under the Private Attorneys General Act (“PAGA”), with 65% of which (\$8,580.00) being paid
21 to the LWDA (the “LWDA PAGA Payment”) and 35% (\$4,620.00) being paid to eligible
22 Aggrieved Employees (“Individual PAGA Payment”) (as defined in the Settlement Agreement);
23 (c) an enhancement award of up to \$10,000.00 for Plaintiff (the “Class Representative Service
24 Payment”); (d) Class Counsel’s attorneys’ fees not to exceed one-third of the Gross Settlement
25 Amount (\$87,999.12) (the “Class Counsel Fees Payment”), and up to \$20,000.00 in costs for
26 actual litigation expenses incurred by Class Counsel (the “Class Counsel Litigation Expenses
27 Payment”); and (e) a payment to Apex Class Action, LLC. (the “Administrator”) of up to
28 \$6,990.00 (the “Administration Costs”).

1 3. The Court preliminarily finds that the terms of the Settlement appear to be within
2 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
3 applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is
4 fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of
5 further litigation relating to class certification, liability and damages issues, and potential
6 appeals; (2) significant informal discovery, investigation, research, and litigation have been
7 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
8 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that
9 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
10 has been reached as the result of intensive, serious, and non-collusive negotiations between the
11 Parties with the assistance of a well-respected class action mediator. Accordingly, the Court
12 preliminarily finds that the Settlement Agreement was entered into in good faith.

13 4. A final fairness hearing on the question of whether the proposed Settlement, Class
14 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA Penalties
15 Payment for its share of the settlement of claims for penalties under the PAGA, and the Class
16 Representative Service Award should be finally approved as fair, just, reasonable and adequate
17 as to the Class is hereby set in accordance with the implementation schedule set forth below.

18 5. For settlement purposes, the Court provisionally certifies the Class defined as all
19 hourly, non-exempt employees who performed work for Defendant in California during the
20 Class Period, including current and former employees (each “Class Member(s)” collectively the
21 “Class”). The Class Period is the period from April 30, 2021, through the date on which the
22 Court issues an order granting preliminary approval of this Settlement, inclusive (the “Class
23 Period”).

24 6. The Court finds, for settlement purposes only, that the Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
26 Class Members are so numerous that joinder is impractical; (2) there are questions of law and
27 fact that are common, or of general interest, to all Class Members, which predominate over
28 individual issues; (3) Plaintiff’s claims are typical of the claims of the Class Members; (4)

1 Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members;
2 and (5) a class action is superior to other available methods for the fair and efficient adjudication
3 of the controversy.

4 7. The Court appoints Plaintiff as Class Representative, for settlement purposes
5 only. The Court further preliminarily approves Plaintiff’s ability to request the Class
6 Representative Service Payment.

7 8. The Court appoints, for settlement purposes only, Nicol E. Hajjar, Kristen Tojo,
8 Alan Wilcox and Conor Gomez of Wilshire Law Firm, PLC as “Class Counsel”. The Court
9 further preliminarily approves Class Counsel’s ability to request the Class Counsel Fees
10 Payment and Class Counsel Litigation Expenses Payment.

11 9. The Court appoints Apex Class Action, LLC. as the Administrator with the
12 Administrator Costs estimated not to exceed \$6,990.00.

13 10. The Court approves, as to form and content the class notice, attached as **Exhibit**
14 **A** to the Settlement Agreement (the “Class Notice”). The Court finds on a preliminary basis that
15 plan for distribution of the Class Notice to Class Members satisfies due process, provides the
16 best notice practicable under the circumstances, and shall constitute due and sufficient notice to
17 all persons entitled thereto.

18 11. The Parties are ordered to carry out the Settlement according to the terms of the
19 Settlement Agreement.

20 12. Any class member who does not timely and validly request exclusion from the
21 Settlement may object to the Settlement Agreement.

22 13. The Court orders the following implementation schedule:

23 Defendant to provide Class List to the 24 Settlement Administrator	Within 21 business days after the Court grants Preliminary Approval of the 25 Settlement
26 Settlement Administrator to mail the Class 27 Notice	Within 5 days after receipt of the Class List from the Defendant

