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*Attorneys for Plaintiff*  
ISIDORO ALVARADO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF RIVERSIDE**

ISIDORO ALVARADO, individually and  
on behalf of others similarly situated,

Plaintiff,

vs.

KIWI II CONSTRUCTION, INC., a  
California Corporation; and DOES 1 through  
50, inclusive,

Defendants.

Case No.: RIC2001558

*Assigned for all purposes to: Honorable  
Sunshine Sykes, Dept. 6*

**NOTICE OF ENTRY OF ORDER**

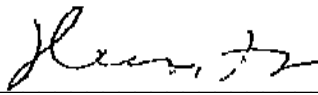
Complaint filed: June 8, 2020  
Trial: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on February 25, 2022, the Honorable Sunshine S. Sykes,  
3 in Department 6 in the above-entitled Court, located at 4050 Main Street, Riverside, California  
4 92501, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A** is a true  
5 and correct copy of the Order which was executed and filed on February 25, 2022.

6  
7 Dated: March 2, 2022

**PROTECTION LAW GROUP, LLP**

8  
9 By: 

10 Heather Davis  
11 Amir Nayebdadash  
12 *Attorneys for Plaintiff*  
13 ISODORO ALVARADO  
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# EXHIBIT A

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Telephone: (424) 290-3095

Attorneys for Plaintiff

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

FEB 28 2022

*L.H.* **L. Howell**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE**

ISIDORO ALVARADO, individually and  
on behalf of others similarly situated,

Plaintiff,

vs.

KIWI II CONSTRUCTION, INC., a  
California Corporation; and DOES 1 through  
50, inclusive,

Defendants.

Case No.: RIC2001558

*Assigned for all purposes to the Honorable  
Sunshine S. Sykes, Dept. 6*

**[PROPOSED] FINAL ORDER AND  
JUDGMENT**

Date: February 24, 2022

Time: 8:30 a.m.

Dept: 6

Complaint Filed: June 8, 2020

Trial Date: None Set

**[PROPOSED] FINAL ORDER AND JUDGMENT**

**[PROPOSED] ORDER**

The Motion of Plaintiff Isidoro Alvarado ("Plaintiff") for Final Approval of Class Action and PAGA Settlement came regularly for hearing before this Court on February 24, 2022, pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the Parties' Amended Joint Stipulation of Class Action and PAGA Settlement filed on October 19, 2021, and attached as Exhibit 3 to the Supplemental Declaration of Heather Davis in Support of Plaintiff's Motion for Preliminary Approval ("Settlement" or "Settlement Agreement") and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Class Members pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's length negotiations between the Parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and HEREBY ORDERS THE FOLLOWING:

1. Final judgment is hereby entered in conformity with the Settlement and this Court's Preliminary Approval Order. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The conditional class certification contained in the Preliminary Approval Order is hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Class defined as: "All current and former hourly-paid, non-exempt employees employed by Defendant Kiwi II Construction, Inc. and who worked within the State of California at any time between June 8, 2016, and March 26, 2021."

3. Plaintiff is hereby confirmed as the Class Representative, and Heather Davis of Protection Law Group, LLP is hereby confirmed as Class Counsel.

4. Notice was provided to Class Members as set forth in the Settlement Agreement, which was approved by the Court on October 28, 2021, and the notice process has been completed in conformity with the Court's Orders. The Court finds that said notice was the best notice

1 practicable under the circumstances. The Class Notice provided due and adequate notice of the  
2 proceedings and matters set forth therein, informed Class Members of their rights, and fully  
3 satisfied the requirements of California Code of Civil Procedure section 1781(e), California Rule  
4 of Court 3.769, and due process.

5 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and  
6 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds  
7 that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards  
8 and applicable requirements for final approval of this class action Settlement under California  
9 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule  
10 of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior*  
11 *Court*, 4 Cal.3d 800, 821 (1971).

12 6. The Court hereby approves the Settlement set forth in the Settlement Agreement  
13 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the  
14 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has  
15 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The  
16 Court further finds that the Parties have conducted extensive investigation and research, and  
17 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also  
18 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay  
19 and risks that would be presented by the further prosecution of the Action.

20 7. Upon the funding of the Gross Settlement Amount and all applicable employer-side  
21 payroll taxes, each of the Participating Class Members shall release Defendant Kiwi II  
22 Construction, Inc. and its officers, directors, employees, and agents (collectively the "Released  
23 Parties") from all claims stated in the Complaint and those claims based on the facts alleged in  
24 the Complaint, including but not limited to the following claims: (i) failure to pay all regular  
25 wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or  
26 compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof;  
27 (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate  
28 wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure

1 to provide timely pay wages during employment; (viii) unfair business practices that could have  
2 been premised on the claims, causes of action or legal theories of relief described above or any of  
3 the claims, causes of action or legal theories of relief pleaded in the Action; (ix) failure to maintain  
4 required payroll records; (x) all claims under PAGA or for civil penalties that could have been  
5 premised on the facts alleged in the Complaint, including but not limited to the California Code  
6 of Regulations and to Labor Code sections 210, 226, 226.3, 1174.5, 1197.1, 558, and 2699; and  
7 (xi) any and all damages, restitution, disgorgement, civil penalties, statutory penalties, taxes,  
8 interest or attorneys' fees or costs resulting therefrom. This release is limited to those claims that  
9 arose during the Class Period.

10 8. All PAGA Members, regardless of whether they submitted timely and valid  
11 Requests for Exclusion from the Class portion of the Settlement, and the State of California  
12 hereby release all claims under PAGA that could have been premised on the claims stated in the  
13 Complaint and Plaintiff's letters to the LWDA or claims which could have been raised based on  
14 the facts therein. This release is limited to those claims that arose during the PAGA Period.

15 9. Additionally, for himself only, upon the funding of the Gross Settlement Amount  
16 and all employer-side payroll taxes, Plaintiff will waive all rights and benefits of California Civil  
17 Code §1542 with respect to the Released Claims, which provides as follows: "A general release  
18 does not extend to claims which the creditor does not know or suspect to exist in his or her favor  
19 at the time of executing the release and that, if known by him or her, would have materially  
20 affected his or her settlement with the debtor or released party."

21 10. The Court finds that only one Settlement Class Member, Bryce Badger, timely  
22 opted out of the Class and is hereby excluded from this Settlement and the above release as to  
23 Class Claims, but this individual will still be included in the Settlement as a PAGA Member, if  
24 he is eligible, and will release PAGA claims as stated in the Agreement. The participation rate  
25 of 99.44% of the Class in the Settlement supports final approval.

26 11. The Court finds that there have been no objections to the Settlement.  
27  
28

1           12.     The Court hereby approves the Settlement as set forth in the Settlement Agreement  
2 as fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement Agreement  
3 according to its terms.

4           13.     The Court orders that within fourteen days of the Effective Date (as defined in the  
5 Settlement Agreement), Defendant deposit the amount of \$647,460.00 with Phoenix Settlement  
6 Administrators (“Settlement Administrator”), as provided for in the Settlement Agreement.

7           14.     The Court finds that the Class Representative Incentive Payment, as provided for  
8 in the Settlement, is fair, reasonable, and adequate, and approves and orders the payment of  
9 \$7,500 to Plaintiff Isidoro Alvarado in accordance with the terms of the Settlement.

10          15.     The Court finds that attorneys’ fees in the amount of \$226,611.00 and actual  
11 litigation costs of \$8,200.89 for Class Counsel are fair, reasonable, and adequate, and orders that  
12 the Settlement Administrator distribute these payments to Class Counsel in accordance with the  
13 terms of the Settlement.

14          16.     The Court orders that the Settlement Administrator be paid \$7,500.00 from the  
15 Gross Settlement Amount for all of its work done and to be done until the completion of this  
16 matter and finds that sum appropriate.

17          17.     The Court approves and orders the payment in the amount of \$37,500 (75% of  
18 \$50,000) from the Class Settlement Amount to the California Labor Workforce Development  
19 Agency for penalties arising under the Labor Code Private Attorneys General Act of 2004  
20 (“PAGA”). The remaining \$12,500 (25% of \$50,000) shall be distributed to the PAGA Members  
21 as set forth in the Agreement.

22          18.     The Court hereby approves and orders payment of Individual Settlement Payments  
23 from the Net Settlement Amount to the Participating Class Members and PAGA Members on a  
24 *pro rata* basis as set forth in the Agreement.

25          19.     Envelopes transmitting the Individual Settlement Payment to Participating Class  
26 Members and PAGA Members shall bear the notation, “YOUR CLASS ACTION SETTLEMENT  
27 CHECK IS ENCLOSED.”

28          20.     If any Individual Settlement Payment issued to a current employee is returned as

undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, then the Settlement Administrator shall arrange with Defendant to have these payments delivered to these current employees at their place of employment.

21. The Settlement Administrator shall mail a reminder postcard to any Participating Class Member and/or PAGA Member whose Individual Settlement Payment check has not been negotiated within 60 days of the date of the mailing.

22. All Individual Settlement Payment checks that are not cashed within 180 days of mailing shall be void, and these funds shall be transferred to the California State Controller's Office and held in trust for Participating Class Members and PAGA Members pursuant to California Unclaimed Property Law, Civil Code Section 1500 et seq.

23. Provided the Settlement becomes effective under the terms of the Agreement, the Court also hereby orders that the deadline for mailing the Court-approved Individual Settlement Payments, Class Counsel's Fees and Costs, and Class Representative Incentive Payment is as set forth in the Agreement.

24. Neither the Settlement nor any of the terms set forth in the Settlement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this Final Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever.

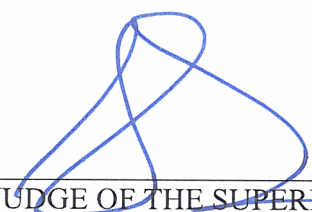
25. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the Parties, including all Participating Class Members and PAGA Members, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement shall be presented to the Court for resolution.

1 26. A hearing regarding the disbursement of settlement payments is set for  
2 8/25/22, at 8:30 (a.m.)/p.m. A final report shall be submitted by  
3 Plaintiff at least five (5) court days in advance of the hearing.

4 27. Class Counsel shall file a Notice of Entry of Judgment within five (5) court days  
5 of receipt of this judgment attaching the Final order and Judgment, and this Notice of Entry of  
6 Judgment shall be posted on the Settlement Administrator's website for a period of no less than  
7 60 days in order to provide notice to the Class.

8  
9 **IT IS SO ORDERED.**

10  
11 Dated: 2/25/22

By: 

JUDGE OF THE SUPERIOR COURT

SUNSHINE S. SYKES