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

ADRIAN GOMEZ, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

NEXT LEVEL CONSTRUCTION
SERVICES INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2000753

*Assigned for all Purposes to: Hon. Harold W.
Hopp, Dept. 1*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: May 22, 2025

Hearing Time: 8:30 AM

Department: 1

Complaint filed: December 28, 2020

Trial Date: None Set

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

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on May 22, 2025, at 8:30 a.m., for a hearing and Final Order Approving Class Action and PAGA
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval
5 Order (“Preliminary Approval Order”), and as set forth in the April 23, 2025, Class Action and
6 PAGA Settlement Agreement and Class Notice (hereinafter “Settlement” or “Agreement”),
7 attached as **Exhibit 2** to the Declaration of Heather Davis in Support of Motion for Final Approval
8 (“Davis Decl.”), and due and adequate notice having been given to all Class Members as required
9 in the Preliminary Approval Order, and the Court having considered all papers filed and
10 proceedings had herein and otherwise being fully informed and good cause appearing therefore,
11 it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

12 1. All terms used herein shall have the same meaning as defined in the Agreement.

13 2. Consistent with the definitions provided in the Agreement, the term “Class” and
14 “Class Members” shall mean those employees who worked for Defendant in California in a non-
15 exempt position at any time from December 28, 2016, through September 6, 2023.

16 3. This Court has jurisdiction over the subject matter of this Action and over all
17 Parties to this Action, including all Class Members.

18 4. Distribution of the Notice directed to the Class Members as set forth in the
19 Agreement and the other matters set forth therein has been completed in conformity with the
20 Preliminary Approval Order, including individual notice to all Class Members who could be
21 identified through reasonable effort, and the best notice practicable under the circumstances. The
22 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
23 including the proposed Settlement set forth in the Agreement, to all persons entitled to such
24 Notice, and the Notice fully satisfied the requirements of due process. All Class Members and all
25 Released Claims are covered by and included within the Settlement and this Final Order.

26 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
27 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
28 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the

standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

6. The Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

7. Upon remittance of the Gross Settlement Amount by Defendant Next Level Construction Services, Inc. to the Settlement Administrator, all Participating Class Members shall fully release and discharge Defendant Next Level Construction Services, Inc. as named by Plaintiff in the operative complaint, and their past, present and/or future, direct and/or indirect, officers, directors, employees, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, through or in concert with any of them, and each of them.. (“Released Parties”) from all claims, rights, demands, liabilities and causes of actions that are alleged or reasonably could have been alleged based on the facts and claims asserted in the operative complaint in the Action including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide compliant meal periods and/or to pay meal period premiums; (iii) failure to provide compliant rest periods and/or to pay rest period premiums; (iv) failure to

1 reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements;
2 (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to pay overtime;
3 (viii) failure to pay wages for off-the clock work; (ix) failure to timely pay wages during
4 employment; (x) unfair business practices; (xi) failure to pay accrued vacation time; and (xii)
5 failure to pay reporting time wages. This release shall apply to claims arising during the Class
6 Period (“Released Class Claims”).

7 7. Also, PAGA Members shall release claims arising under PAGA during the PAGA
8 Period regardless of their decision to participate in the class settlement aims under the California
9 Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been
10 premised on the claims, causes of action or legal theories described above or any of the claims,
11 causes of action or legal theories of relief pleaded in the operative complaint including but not
12 limited to Labor Code sections 210, 226.3, 1197.1, 558, and 2699 or premised on the facts, claims,
13 causes of action, or legal theories set forth in Notice to the Labor & Workforce Development
14 Agency sent by Plaintiff Adrian Gomez on November 30, 2020 (the “Released PAGA Claims”).

15 8. Named Plaintiff Adrian Gomez (“Plaintiffs”), for himself only, also fully release
16 the Released Parties from any and all Released Claims and also generally release and discharge
17 the Released Parties from all claims related to their employment or alleged employment with the
18 Defendants including all claims alleged in the Action, and all claims known and unknown, without
19 exception, except as may be prohibited by law. Specifically, Plaintiffs waive all rights and benefits
20 afforded by California Civil Code Section. Specifically, Plaintiffs waive all rights and benefits
21 afforded by California Civil Code Section 1542, which provides:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
24 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
25 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
26 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

27 This release specifically excludes claims for unemployment insurance, disability, social
28 security, and workers compensation (with the exception of claims arising pursuant to California

1 Labor Code Sections 132(a) and 4553).

2 9. No Class Member has objected to the terms of the Settlement.

3 10. One (1) Class Members has requested to be excluded from the terms of the
4 Settlement, Kyle Gregory. Accordingly, 274 out of 275 (99.63%) of the Participating Class
5 Members are bound by this Judgment.

6 11. The Court finds the settlement payments provided for under the Agreement to be
7 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Settlement
8 Agreement, within thirty (30) calendar days of the Effective Date, Defendant will deposit Fifty
9 Percent (50%) of the Gross Settlement Amount (i.e., \$70,000.00) into a Qualified Settlement Fund
10 (“QSF”) to be established by the Settlement Administrator. The remaining Fifty Percent (50%) of
11 the Gross Settlement Amount (i.e., \$70,000.00) will be paid to the QSF twelve (12) months after
12 the Effective Date, to provide payments for class members settlement awards, the class
13 representative enhancement payment, Class Counsel’s attorney fees and costs, the Settlement
14 Administrator’s fees and expenses, and penalties to the California Labor and Workforce
15 Development Agency pursuant to Labor Code Section 2698, *et seq.* The calculations and the
16 payments shall be made administered in accordance with the terms of the Agreement.

17 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
18 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount
19 of thirty three and thirty three percent (35%) the Gross Settlement Amount, \$49,000.00, and
20 attorneys’ costs in the amount of \$30,819.63 from the Gross Settlement Amount as final payment
21 for and complete satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to
22 Class Counsel and any other person or entity related to the Action. The Court further orders that
23 the award of attorneys’ fees and costs set forth in this Paragraph shall be administered pursuant
24 to the terms of the Agreement.

25 13. The Court hereby approves and orders a Class Representative Enhancement Award
26 of \$7,500.00 to Plaintiff Adrian Gomez from the Gross Settlement Amount in accordance with
27 the terms of the Agreement.

28 14. The Court approves and orders the payment in the amount of \$11,250.00 (75% of

1 \$15,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
2 Agency for penalties arising under the Private Attorneys General Act of 2004 (“PAGA”). The
3 remaining \$3,750.00 (25% of \$15,000.00) shall be distributed to PAGA Members as set forth in
4 the Agreement.

5 15. The Court also hereby approves and orders payment from the Gross Settlement
6 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
7 Phoenix Class Action Administration Solutions, Inc. in the amount of \$8,750.00.

8 16. The Court hereby approves and orders payment of individual settlement payments
9 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set
10 forth in the Agreement.

11 17. The Court also hereby approves and orders that any checks distributed from the
12 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
13 days after being issued shall be distributed to the Legal Aid at Work, formerly known as Legal
14 Aid Society – Employment Law Center. As such, no “unpaid residue” under CCP §384 will result
15 from the settlement. Legal Aid at Work’s address is 180 Montgomery Street, Suite 600, San
16 Francisco, California 94104.

17 18. Provided the Settlement becomes effective under the terms of the Agreement, the
18 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
19 payments, attorneys’ fees and costs, and Enhancement Payments as set forth in the Agreement.

20 19. Neither the Settlement nor any of the terms set forth in the Agreement is an
21 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
22 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
23 Released Parties. In entering into the Agreement, Defendant does not admit, and specifically deny,
24 they have violated any federal, state, or local law; violated any regulations or guidelines
25 promulgated pursuant to any statute or any other applicable laws, regulations, or legal
26 requirements; breached any contract; violated or breached any duty; engaged in any
27 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
28 employees. Neither the Settlement or the Agreement, nor any of its terms or provisions, nor any

of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of the Agreement, the Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

20. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement 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 Agreement shall be presented to the Court for resolution.

21. A final report on the disbursement of settlement payments shall be filed by no later than May 15, 2026, following the expiration of uncashed settlement payments.

22. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice to the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: _____

JUDGE OF THE SUPERIOR COURT
HON. HAROLD W. HOPP