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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ANGEL MEDINA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

NATIONAL PAVING COMPANY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2108801

*[Assigned for All Purposes to the Hon. Joseph
T. Ortiz, Dept. S-17]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: April 17, 2023
Time: 1:30 p.m.
Dept.: S-17

Action Filed: July 23, 2020
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on April 17, 2023, pursuant to
2 California Rule of Court 3.769 and this Court's December 8, 2022 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Stipulation
4 of Settlement (herein "Settlement")¹ and the documents and evidence presented in support thereof, and
5 recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution
6 and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court
7 hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the
8 product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor,
9 the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and
10 ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All current and former non-exempt, hourly employees of Defendant National
15 Paving Company, Inc. who worked in California at any time from March 19, 2017
16 through December 8, 2022.

17 2. The Class Period is March 19, 2017 through December 8, 2022.

18 3. Plaintiff Angel Medina is hereby confirmed as Class Representative, and Scott M.
19 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law
20 Group, APC are hereby confirmed as Class Counsel.

21 4. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
22 manner of notice were approved by the Court on December 8, 2022, and the notice process has been
23 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
24 practicable under the circumstances. The Notice Packet (which consists of the Notice of Pendency of
25 Class Action and Proposed Settlement and Notice of Individual Settlement Award) provided due and
26 adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of

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28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to
them in the Settlement.

1 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
2 California Rule of Court 3.769, and due process.

3 5. The Court finds that no Settlement Class member objected to the Settlement, that zero
4 (0) class members have opted out of the Settlement, and that the 100% participation rate in the
5 Settlement supports final approval.

6 6. The Court hereby approves the settlement as set forth in the Settlement Agreement as
7 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
8 to its terms.

9 7. For purposes of settlement only, the Court finds that (a) the members of the Settlement
10 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
11 questions of law or fact common to the Settlement Class, and there is a well-defined community of
12 interest among members of the Settlement Class with respect to the subject matter of the litigation; (c)
13 the claims of the Class Representative are typical of the claims of the members of the Settlement Class;
14 (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class
15 members; (e) a class action is superior to other available methods for an efficient adjudication of this
16 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the
17 Settlement Class.

18 8. The Court finds that given the absence of objections to the Settlement, and objections
19 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

20 9. The Court orders that Defendant deposit the Gross Settlement Amount of One Hundred
21 Fifty Thousand Dollars and Zero Cents (\$150,000.00) with Phoenix Settlement Administrators, the
22 Settlement Administrator, as provided for in the Settlement. Specifically, the Gross Settlement Amount
23 shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator
24 for the benefit of the participating Settlement Class members, in four (4) equal installments of
25 \$37,500.00, with the first payment due within ten (10) calendar days of the date the Court enters the
26 Final Approval Order/Judgment followed by three more payments of \$37,500 each starting six months
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1 after Final Approval Order/Judgment is entered and every six months thereafter until the Gross
2 Settlement Amount is fully funded.

3 10. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
4 shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of
5 the Settlement Class member.

6 11. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
7 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
8 in conformity with the terms of the Settlement.

9 12. The Court finds that an incentive payment in the amount of \$5,000.00 for Plaintiff Angel
10 Medina is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that
11 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
12 payment in conformity with the terms of the Settlement.

13 13. The Court finds that attorneys' fees in the amount of \$50,000.00 and litigation costs of
14 \$15,295.69 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
15 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

16 14. The Court orders that the Settlement Administrator shall be paid \$5,950.00 from the
17 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
18 finds that sum appropriate.

19 15. The Court finds that the payment to the California Labor & Workforce Development
20 Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of Plaintiff's representative
21 action under the California Labor Code Private Attorneys General Act ("PAGA") is fair, reasonable,
22 and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in
23 conformity with the terms of the Settlement.

24 16. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
25 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
26 and in addition to, the Gross Settlement Amount. Defendant agrees to deposit the employer's share of
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1 payroll taxes with Phoenix Settlement Administrators by the date on which the fourth and final
2 installment payment is due.

3 17. The Court finds and determines that upon satisfaction of all obligations under the
4 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have
5 released the Released Claims as set forth in the Settlement, and will be permanently barred from
6 prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

7 18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
8 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
9 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
10 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

11 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
12 and the Judgment entered in connection with the Settlement.

13 19. The Settlement Administrator shall file a declaration regarding the disbursement of
14 Settlement funds on or before May 30, 2025.

15 **IT IS SO ORDERED.**

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17 Dated: _____, 2023

Honorable Joseph T. Ortiz
Judge of the Superior Court