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FILED
Superior Court of California
County of Los Angeles
02/18/2026
David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SHAWNA M. LYND, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

KORDA CONSTRUCTION CO., a California
corporation dba THE KORDA GROUP;
R.P.K DEVELOPMENT CORPORATION, a
California corporation; and DOES 1 through
10, inclusive,

Defendants

Case No.: 21STCV41128

*Assigned For All Purposes To The
Honorable Laura A. Seigle, Department 17*

REPRESENTATIVE PAGA ACTION

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION TO
APPROVE PAGA SETTLEMENT**

*[Filed with Notice of Motion and Motion to
Approve PAGA Settlement, and the
Declarations of Kane Moon, Plaintiff, and
Jodey Lawrence]*

PAGA APPROVAL HEARING:

Date: February 18, 2026
Time: 9:00 a.m.
Department: 17

Action Filed: November 9, 2021
FAC Filed: July 13, 2022
Trial Date: Not Set

~~PROPOSED~~ ORDER AND JUDGMENT

Plaintiff Shawna M. Lynd (“Plaintiff”) seeks approval of the PAGA Settlement Agreement (the “Settlement,” “Agreement,” or “Settlement Agreement”) entered into with Korda Construction Co. dba The Korda Group and R.P.K. Development Corporation, (“Defendants”) (together with Plaintiff, the “Parties”) in full resolution of the above-captioned litigation (the “Action”).

The Court having duly considered Plaintiff’s Notice of Motion and Motion to Approve PAGA Settlement (“PAGA Approval Motion”), the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Order and Judgment, incorporates and adopts all defined terms and provisions as set forth in the Agreement, which was attached to the Declaration of Kane Moon in Support of PAGA Approval Motion as “Exhibit 1”.

2. The Court hereby GRANTS the PAGA Approval Motion and the Settlement Agreement are hereby accepted and approved.

3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as a private attorney general with respect to the PAGA claims being released under the terms of the Settlement Agreement. The California Labor and Workforce Development Agency (the “LWDA”) was provided with notice of the Settlement Agreement via its online submission process, and no objection to the Settlement Agreement has been received from the LWDA.

4. The obligations set forth in the Settlement Agreement are deemed part of this Order and Judgment, and the Parties and the Settlement Administrator are ordered to carry out the Settlement Agreement according to its terms and provisions.

5. Release of Claims. Upon entry of the Order and Judgment, Plaintiff and all Aggrieved Employees fully and finally release the Released Parties from the Settled Claims that accrued during

1 the PAGA Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any
2 individual wage and hour claims by virtue of this Settlement.

3 a. Additional General Release of Claims by Plaintiff. In addition to the Release of
4 Settled Claims, Plaintiff makes the following general release of all claims, known
5 or unknown upon the entry of the Order and Judgment and Defendants' funding
6 of the Gross Settlement Amount. Plaintiff's releases set forth herein also include
7 a waiver of all rights under California Civil Code § 1542, which includes a
8 release of all known and unknown claims against the Released Parties, including
9 all claims for wages, damages, liquidated damages, penalties, benefits, fringes,
10 interest, attorney fees, litigation costs, restitution, or equitable relief, which he
11 had, or may claim to have, against the Released Parties. Civil Code § 1542
12 provides: A general release does not extend to claims that the creditor or releasing
13 party does not know or suspect to exist in his or her favor at the time of executing
14 the release and that, if known by him or her, would have materially affected his or
15 her settlement with the debtor or released party. With respect to the above
16 general release, Plaintiff stipulates and agrees that, upon the entry of the
17 Order and Judgment and Defendants' funding of the Gross Settlement
18 Amount, Plaintiff shall be deemed to have expressly waived and relinquished,
19 to the fullest extent permitted by law, the provisions, rights, and benefits of
20 Section 1542 of the California Civil Code. This release specifically excludes
21 claims for unemployment insurance, disability, Social Security, and workers'
22 compensation (with the exception of claims arising pursuant to California
23 Labor Code §§ 132(a) and 4553). Accordingly, if the facts relating in any
24 manner to this Settlement are found hereafter to be other than or different
25 from the facts now believed to be true, the release of claims contained herein
26 shall be effective as to all unknown claims.

1 6. The Settlement is not an admission by Defendants, nor is this Order and Judgment a
2 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and
3 Judgment, the Settlement Agreement, nor any document referred to herein, nor any action taken to
4 carry out the Settlement Agreement, may be used as an admission of any fault, wrongdoing, omission,
5 concession, or liability whatsoever by or against Defendants.

6 7. Defendant shall pay a Gross Settlement Amount of \$175,000.00 pursuant to the terms
7 of the Settlement Agreement:

- 8 a. A payment in the amount of \$65,508.01, payable to the LWDA for civil penalties,
9 pursuant to PAGA;
- 10 b. A payment in the amount of \$21,836.00, payable to the Aggrieved Employees on
11 a pro rata basis for civil penalties, pursuant to PAGA;
- 12 c. An award of \$58,333.33, payable to Plaintiff's Counsel, for reasonable attorneys'
13 fees, pursuant to PAGA;
- 14 d. An award of \$17,527.66, payable to PAGA Counsel, for reasonably attorneys'
15 costs, pursuant to PAGA;
- 16 e. An Enhancement Award of \$7,500.00 to Plaintiff for Plaintiff's time, efforts, and
17 risks associated with this case; and
- 18 f. A payment in the amount of \$4,295.00, payable to the Settlement Administrator,
19 for settlement of administration costs.

20 8. The Court appoints Phoenix Class Action Administration Solutions as the
21 Administrator.

22 9. The Court appoints Plaintiff's counsel of record Moon Law Group, PC as Plaintiff's
23 Counsel.

24 10. The Parties shall bear their own respective attorneys' fees and costs, except as
25 otherwise provided for in the Settlement Agreement and approved by the Court. Defendants and the
26 Released Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or for
27
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1 any other charge, expense, or liability relating to the Released Claims and shall be released from
2 all claims as set forth in the Settlement Agreement and in this Order and Judgment.

3 11. Plaintiffs shall submit a copy of this Order and Judgment to the LWDA within 30
4 calendar days after entry hereof.

5 12. This Order and Judgment is intended to be a final disposition in its entirety of the
6 above-captioned action. Pursuant to California Code of Civil Procedure section 664.6, the Court
7 shall retain exclusive and continuing equity jurisdiction of this Action and over all Parties to
8 interpret, enforce, and effectuate the terms, conditions, intents, and obligations of the Agreement.

9 The deadline for filing the declaration of final distribution is January 15, 2027. The court sets a
non-appearance case review on January 22, 2027 at 8:30 a.m.

10 **IT IS SO ORDERED.**

11
12 DATED: 02/18/2026



Laura Seigle

Hon. Laura A. Seigle
Judge of the Los Angeles County Superior Court
Laura A. Seigle / Judge