

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

LUIS PAREDES MEDINA, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

KINDNESS GENERAL CONTRACTORS, LLC,
a California limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No.: 30-2023-01300740-CU-OE-CXC

CLASS ACTION

*[Assigned for all purposes to the Hon.
David A. Hoffer, Dept. CX103]*

**[PROPOSED] JUDGMENT AND
ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 1, 2025

Time: 10:00 a.m.

Dept.: CX103

Action Filed: January 6, 2023

Trial Date: None Set

1 The Motion of Plaintiff Luis Paredes Medina (“Plaintiff”) for Final Approval of Class
2 Action Settlement (the “Motion”) came on regularly for hearing before this Court on August 1,
3 2025 at 10:00 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order
4 Granting Preliminary Approval of Class Action Settlement. Having considered the proposed
5 Settlement Agreement (the “Settlement”) and the documents and evidence presented in support
6 thereof; and recognizing the sharply disputed factual and legal issues involved in this litigation,
7 the risks of further prosecution, and the substantial benefits to be received by the Settlement Class
8 pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair,
9 reasonable, and adequate, and is the product of good faith, arm’s-length negotiations between the
10 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff’s Motion and hereby
11 ORDERS the following:

12 1. Final judgment is hereby entered in conformity with the Settlement and this Final
13 Approval Order.

14 2. The Court finds that the Settlement Class is ascertainable, and that there is a
15 sufficiently well-defined community of interest among the members of the Settlement Class in
16 questions of law and fact. Therefore, the conditional certification is hereby made final, and the
17 Court certifies, for purposes of the Settlement, the following Settlement Class:

18 All current and former non-exempt employees, except for unionized Hall
19 Employees and employees who have previously released the alleged
20 claims, who were employed by Kindness General Contractors, LLC
 (“KGC”) in California and performed work in California at any time
 from July 8, 2020 through May 18, 2024 (the “Class Period”).

21 3. For purposes of this Settlement, Aggrieved Employees are all current and former
22 non-exempt employees, except for unionized Hall employees and employees who have
23 previously released the alleged claims, who were employed by KGC in California and performed
24 work in California at any time from January 9, 2022 through May 18, 2024 (the “PAGA Period”).

25 4. The Court hereby confirms Plaintiff as Class Representative, and confirms Neil
26 M. Larsen and Jennifer S. Rivera of Abramson Labor Group as Class Counsel.

27 5. The Court finds that notice was provided to Settlement Class members as set forth
28 in the Settlement, which was approved by the Court on March 14, 2025, and the notice process

1 has been completed in conformity with the Settlement. The Court finds that said notice was the
2 best notice practicable under the circumstances. The Class Notice provided due and adequate
3 notice of the proceedings and matters set forth therein, informed Settlement Class members of
4 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
5 California Rule of Court 3.769, and due process.

6 6. The Court finds that no Settlement Class member objected to the Settlement, that
7 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
8 the Settlement supports final approval.

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

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

21 9. The Court orders that KGC shall deposit the Gross Settlement Amount into an
22 account established by Phoenix Settlement Administrators (“Settlement Administrator”), in
23 accordance with the schedule outlined in the Settlement.

24 10. The Court finds that the Individual Settlement Awards, as provided for in the
25 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
26 distribute the Individual Settlement Awards in conformity with the terms of the Settlement.

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1 11. The court concludes that the \$345,000.00 class action and PAGA settlement is
2 fair, adequate and reasonable, and approves the following specific awards:

3 a. \$103,500.00 to plaintiff's counsel for plaintiff's attorneys' fees, reduced from
4 the \$115,000 requested;

5 b. \$12,474.23 to plaintiff's counsel for plaintiff's litigation costs, as requested;

6 c. \$2,500.00 to Plaintiff Luis Paredes Medina as an enhancement award, reduced
7 from the \$7,500 requested;

8 d. \$8,500.00 to Phoenix Settlement Administrators, the settlement administrator,
9 as requested; and

10 e. \$22,500.00 to the LWDA for its share of PAGA penalties, as requested.

11 12. The total amount that will be payable to all class members and PAGA members,
12 if they are paid the amount to which they are entitled pursuant to the judgment, is \$195,525.77.

13 13. The Court finds that the Class Representative Enhancement Payment in the
14 amount of \$2,500 to Plaintiff is appropriate for his risks undertaken and his service to the
15 Settlement Class. The Court finds this award is fair, reasonable, and adequate, and orders that the
16 Settlement Administrator make this payment from the Gross Settlement Amount and in
17 conformity with the terms of the Settlement.

18 14. The Court orders that the Settlement Administrator shall be paid \$8,500.00 from
19 the Gross Settlement Amount for all of its work done and to be done until the completion of this
20 matter, and finds that sum appropriate.

21 15. The Court finds that attorneys' fees in the amount of \$103,500.00 for Class
22 Counsel, and litigation costs of \$12,474.23, are fair, reasonable, and adequate in light of the
23 common fund created by this litigation, and orders that the Settlement Administrator distribute
24 these payments from the Gross Settlement Amount in conformity with the terms of the
25 Settlement.

26 16. The Court finds that the \$30,000 allocated to PAGA penalties and the payments
27 to the California Labor & Workforce Development Agency ("LWDA") in the amount of
28 \$22,500.00 (75%) and to the Aggrieved Employees in the amount of \$7,500.00 (25%) for their

1 respective shares of the settlement of Plaintiff’s representative claims under the California Labor
2 Code Private Attorneys General Act (“PAGA”) is fair, reasonable, and adequate, and orders the
3 Settlement Administrator to distribute these payments to the LWDA and the Aggrieved
4 Employees in conformity with the terms of the Settlement.

5 17. For purposes of calculating applicable taxes and withholdings, each class
6 Settlement Award shall be allocated as follows: 20% as wages, 30% as penalties, 30% as interest,
7 and 20% as expense reimbursements. Each PAGA Payment to Aggrieved Employees shall be
8 allocated as 100% penalties.

9 18. The Court finds and determines that upon satisfaction of all obligations under the
10 Settlement and this Order and Judgment, all Participating Class Members and Aggrieved
11 Employees will be bound by the Settlement, and will have released their claims as set forth in
12 the Settlement. Specifically, upon satisfaction of all obligations under the Settlement and this
13 Order and Judgment, all Participating Class Members will have released KGC from all of the
14 California Released Claims, as that term is defined in the Settlement, for the duration of the Class
15 Period. In addition, all Aggrieved Employees who worked for KGC in California at any time
16 from January 9, 2022 to May 18, 2024 (the “PAGA Period”), will have released KGC from the
17 PAGA Released Claims, as that term is defined in the Settlement, for the duration of the PAGA
18 Period.

19 19. The Settlement is not an admission by Defendant nor is this Order a finding of the
20 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
21 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
22 shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of
23 Defendant.

24 20. This document shall constitute a final judgment pursuant to Cal. Rule of Court
25 3.769(h), which provides, “If the Court approves the settlement agreement after the final approval
26 hearing, the court must make and enter judgment. The judgment must include a provision for the
27 retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The
28

1 court may not enter an order dismissing the action at the same time as, or after, entry of
2 judgment.”

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4 21. Pursuant to California Rule of Court 3.771(b), a copy of this final Judgment shall
5 be posted on the Settlement Administrator’s website.

6 22. The Court will retain jurisdiction to enforce the Settlement, and this Judgment and
7 Final Approval Order entered in connection with the Settlement.

8 23. The Final Accounting hearing is set for June 29, 2026 at 1:30 p.m. in Department
9 CX103. At least sixteen (16) calendar days before the hearing, Class Counsel and the Settlement
10 Administrator shall submit a summary accounting of the distribution of the settlement funds to
11 Class Members and Aggrieved Employees, identifying the distributions made pursuant to this
12 Order and Judgment, and identifying the number and value of any uncashed checks, and the
13 status of any unresolved issues.

14 **IT IS SO ORDERED.**

15
16 Dated: _____, 2025

Hon. David A. Hoffer
Judge of the Superior Court

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1700 W. Burbank Blvd., Burbank, CA 91506. On the below date, I served a true copy of the foregoing documents described as:

**[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

on all interested parties in this action directed as follows:

WILSON TURNER KOSMO LLP Nicole R. Roysdon Esq. Brian G. Lee Esq. Kara Malneritch Deborah Venuto 402 West Broadway, Suite 1600 San Diego, California 92101	Email(s): nroysdon@wilsonturnerkosmo.com blee@wilsonturnerkosmo.com CC: KMalneritch@wilsonturnerkosmo.com dvenuto@wilsonturnerkosmo.com Attorneys for Defendant KINDNESS GENERAL CONTRACTORS, LLC
MOORADIAN LAW, APC Zorik Mooradian, Esq. Andrina G. Hanson, Esq. Nanor C. Kamberian, Esq. 24007 Ventura Blvd., Suite 210 Calabasas, CA 91302	Email(s): zorik@mooradianlaw.com andrina@mooradianlaw.com nanor@mooradianlaw.com Attorney(s) for Plaintiff JOSE D. RODRIGUEZ GARAY
Department of Industrial Relations Labor & Workforce Development Agency 800 Capitol Mall.; Ste 5000 Sacramento, CA 95814	Via LWDA Website: https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

/X / (BY ELECTRONIC SERVICE): BY ELECTRONIC TRANSMISSION) I served the foregoing by electronic transmission to the email addresses listed above, pursuant to Cal. Code Civ. Proc. § 1010.6 and Cal. Rules of Court Rule 2.251.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on August 7, 2025, at Burbank, California.

Denny Baek

Declarant/Denny Baek