

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Neil M. Larsen (SBN 276490), Jennifer S. Rivera (SBN 353268) FIRM NAME: Abramson Labor Group STREET ADDRESS: 1700 W. Burbank Blvd. CITY: Burbank STATE: CA ZIP CODE: 91506 TELEPHONE NO.: (213) 493-6300 FAX NO.: (213) 336-3704 E-MAIL ADDRESS: neil@abramsonlabor.com; jennifer.r@abramsonlabor.com ATTORNEY FOR (name): Luis Paredes Medina	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 W. Santa Ana Blvd MAILING ADDRESS: 751 W. Santa Ana Blvd CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME:	
PLAINTIFF/PETITIONER: Luis Paredes Medina DEFENDANT/RESPONDENT: Kindness General Contractors, LLC OTHER:	CASE NUMBER: 30-2023-01300740-CU-OE-CXC
PROPOSED ORDER (COVER SHEET)	JUDICIAL OFFICER: David A. Hoffer DEPT: CX103

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Luis Paredes Medina

2. Title of the proposed order:
[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Final Approval of Class Action and PAGA Settlement
 - b. Date and time: August 1, 2025 at 10:00 a.m.
 - c. Place: Department CX103

4. The proposed order was served on the other parties in the case.

Neil Larsen

(TYPE OR PRINT NAME)


 Neil Larsen
 (SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Luis Paredes Medina v. Kindness General Contractos, LLC

CASE NUMBER:

30-2023-01300740-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

1700 W. Burbank Boulevard Burbank, California 91506

b. My electronic service address is (*specify*): denny@abramsonlabor.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Defendant, Kindness General Contractors, LLC

b. To (*electronic service address of person served*): nroysdon@wilsonturnerkosmo.com; blee@wilsonturnerkosmo.com

c. On (*date*): 8/6/2025

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: 8/6/2025

Denny Baek

(TYPE OR PRINT NAME OF DECLARANT)



Denny Baek

(SIGNATURE OF DECLARANT)

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**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
21 (“KGC”) in California and performed work in California at any time
22 from July 8, 2020 through May 18, 2024 (the “Class Period”).

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

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

 5. The Court finds that notice was provided to Settlement Class members as set forth
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;
4 b. \$12,474.23 to plaintiff's counsel for plaintiff's litigation costs, as requested;
5 c. \$2,500.00 to Plaintiff Luis Paredes Medina as an enhancement award;
6 d. \$8,500.00 to Phoenix Settlement Administrators, the settlement administrator,
7 as requested; and
8 e. \$22,500.00 to the LWDA for its share of PAGA penalties, as requested.

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

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

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

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

24 16. The Court finds that the \$30,000 allocated to PAGA penalties and the payments
25 to the California Labor & Workforce Development Agency ("LWDA") in the amount of
26 \$22,500.00 (75%) and to the Aggrieved Employees in the amount of \$7,500.00 (25%) for their
27 respective shares of the settlement of Plaintiff's representative claims under the California Labor
28 Code Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the

1 Settlement Administrator to distribute these payments to the LWDA and the Aggrieved
2 Employees in conformity with the terms of the Settlement.

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

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

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

22 20. This document shall constitute a final judgment pursuant to Cal. Rule of Court
23 3.769(h), which provides, “If the Court approves the settlement agreement after the final approval
24 hearing, the court must make and enter judgment. The judgment must include a provision for the
25 retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The
26 court may not enter an order dismissing the action at the same time as, or after, entry of
27 judgment.”

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

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

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

11 **IT IS SO ORDERED.**

12
13 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**

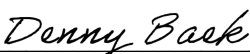
on all interested parties in this action directed as follows:

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 6, 2025, at Burbank, California.



Declarant, Denny Baek