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CATHERINE ANDERSON and
the Proposed Class

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

CATHERINE ANDERSON, as an individual
and on behalf of all others similarly situated;
JOSE RODRIGUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

KINDER MORGAN, INC., a Delaware
corporation; and DOES 1 through 100,

Defendants.

Case No. 23STCV25789

*[Assigned for all purposes to the Hon. Laura A.
Seigle, Dept. SSC-17]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVES' SERVICE AWARDS,
AND ATTORNEYS' FEES AND COSTS**

Date: April 27, 2026
Time: 9:00 a.m.
Dept.: SSC-17

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1 This matter came on regularly for hearing before this Court on April 27, 2026, pursuant to
2 California Rule of Court 3.769 and this Court's December 18, 2025 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties'
4 Amended Class Action and PAGA Settlement Agreement and Class Notice (herein "Settlement")¹ and
5 the documents and evidence presented in support thereof, and recognizing the disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be received
7 by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the
8 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
9 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiffs'
10 Motion for Final Approval of Class Action Settlement and 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 non-exempt, hourly paid employees who are or were employed by Defendant
15 in California during the Class Period.

16 The Class Period is the period from September 28, 2019 to April 19, 2025.

17 This Settlement Class also includes Aggrieved Employees defined as:

18 All non-exempt, hourly paid employees who are or were employed by Defendant
19 in California during the PAGA Period.

20 The PAGA Period is the period from September 28, 2022 to December 18, 2025.

21 2. Plaintiffs Catherine Anderson and Jose Rodriguez are hereby confirmed as Class
22 Representatives, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC; Paul
23 Haines of Haines Law Group, APC; and George S. Azadian and Ani Azadian of Azadian Law Group,
24 P.C. are hereby confirmed as Class Counsel.

25 3. Notice was provided to the Settlement Class of 522 as set forth in the Settlement. The
26 form and manner of notice were approved by the Court on December 18, 2025, and the notice process

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

6 4. The Court finds that no Settlement Class member objected to the Settlement, that 0 of
7 the 522 class members has opted out of the Settlement, and that the 100% participation rate in the
8 Settlement supports final approval.

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

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

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

23 8. The Court orders that Defendant fully fund the Gross Settlement Amount of \$375,000.00,
24 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
25 funds to the Administrator no later than thirty (30) days after the Effective Date. "Effective Date" means
26 the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order
27 Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of
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1 the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement,
2 the day the Court enters Judgment; or (b) if one or more Participating Class Members objects to the
3 Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely
4 appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a
5 remittitur.

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

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

12 11. The Court finds that an incentive payment in the amount of \$2,500.00 to Plaintiff
13 Catherine Anderson is appropriate for her risks undertaken and service to the Settlement Class. The
14 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator
15 make this payment in conformity with the terms of the Settlement.

16 12. The Court finds that an incentive payment in the amount of \$5,000.00 to Plaintiff Jose
17 Rodriguez is appropriate for his risks undertaken and service to the Settlement Class. The Court finds
18 that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
19 payment in conformity with the terms of the Settlement.

20 13. The Court finds that attorneys' fees in the amount of \$125,000.00 and actual litigation
21 costs of \$22,762.85 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
22 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

23 14. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from the
24 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
25 finds that sum appropriate.

26 15. The Court finds that the payment to the California Labor & Workforce Development
27 Agency ("LWDA") in the amount of \$15,000.00 for its 75% share of the \$20,000 settlement of
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1 Plaintiffs' representative action under the California Labor Code Private Attorneys General Act
2 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this
3 payment to the LWDA in conformity with the terms of the Settlement. The remaining 25% or \$5,000
4 of the PAGA Amount is to be distributed to the 406 Aggrieved Employees in conformity with the terms
5 of the Settlement. The highest Individual PAGA Payment to an Aggrieved Employee is \$15.51, and the
6 average Individual PAGA Payment to be paid is \$12.32.

7 16. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
8 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
9 and in addition to, the Gross Settlement Amount.

10 17. After the above deductions, attorneys' fees (\$125,000.00), attorneys' litigation costs
11 (\$22,762.85), incentive payments to Plaintiffs (totaling \$7,500.00), Settlement Administrator costs
12 (\$10,000.00), and PAGA Penalties (\$20,000.00), the Net Settlement Amount of \$189,737.15 is to be
13 distributed to 522 Settlement Class members, that worked a total of 87,413 workweeks during the Class
14 Period, in conformity with the terms of the Settlement. The lowest Individual Settlement Share to be
15 paid to a Settlement Class member is \$2.17, the highest Individual Settlement Share is \$629.47, and the
16 average Individual Settlement Share to be paid is \$363.48.

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

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

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

1 19. The Settlement Administrator shall file a declaration regarding the disbursement of
2 Settlement funds on or before December 17, 2026.

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5 **IT IS SO ORDERED.**

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7 Dated: _____, 2026

8 Honorable Laura A. Seigle
9 Judge of the Superior Court
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