

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
CATHERINE ANDERSON and
the Proposed Class

[Additional counsel on next page]

**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] FINAL JUDGMENT

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

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
CATHERINE ANDERSON and
the Proposed Class

AZADIAN LAW GROUP, PC

George S. Azadian (SBN 253342)
george@azadianlawgroup.com
Ani Azadian (SBN 284007)
ani@azadianlawgroup.com
707 Foothill Blvd., Suite 200
La Canada Flintridge, California 91011
Tel: (626) 449-4944
Fax: (626) 628-1722

Attorneys for Plaintiff
JOSE RODRIGUEZ and
the Proposed Class

1 This matter came on regularly for hearing before this Court on April 27, 2026, pursuant
2 to California Rule of Court 3.769 and this Court's December 18, 2025 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Amended Class Action and PAGA Settlement Agreement and Class
5 Notice (referred to hereinafter as "Settlement" or "Settlement Agreement")¹ and the documents
6 and evidence presented in support thereof, and the submissions of counsel, the Court hereby
7 ORDERS and enters JUDGMENT as follows:

8 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
9 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
10 of Class Action Settlement. The Settlement Class is defined as:

11 All non-exempt, hourly paid employees who are or were employed by
12 Defendant in California during the Class Period.

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

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

18 3. Notice was provided to the Settlement Class of 522 as set forth in the Settlement.
19 The form and manner of notice were approved by the Court on December 18, 2025, and the
20 notice process has been completed in conformity with the Court's Order. The Court finds that
21 said notice was the best notice practicable under the circumstances. The court-approved Class
22 Notice provided due and adequate notice of the proceedings and matters set forth therein,
23 informed Settlement Class members of their rights, and fully satisfied the requirements of
24 California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.
25

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 4. The Court finds that no Settlement Class member objected to the Settlement, that
2 0 of the 522 class members has opted out of the Settlement, and that the 100% participation rate
3 in the Settlement supports final approval.

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

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

16 7. The Court orders that Defendant fully fund the Gross Settlement Amount of
17 \$375,000.00, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes
18 by transmitting the funds to the Administrator no later than thirty (30) days after the Effective
19 Date. "Effective Date" means the date by when both of the following have occurred: (a) the
20 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
21 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
22 Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b)
23 if one or more Participating Class Members objects to the Settlement, the day after the deadline
24 for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed,
25 the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

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

16 12. The Court orders that the Settlement Administrator shall be paid \$10,000.00 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 13. The Court finds that the payment to the California Labor & Workforce
20 Development Agency ("LWDA") in the amount of \$15,000.00 for its 75% share of the \$20,000
21 settlement of Plaintiffs' representative action under the California Labor Code Private Attorneys
22 General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement
23 Administrator to distribute this payment to the LWDA in conformity with the terms of the
24 Settlement. The remaining 25% or \$5,000 of the PAGA Amount is to be distributed to the 406
25 Aggrieved Employees in conformity with the terms of the Settlement. The highest Individual
26 PAGA Payment to an Aggrieved Employee is \$15.51, and the average Individual PAGA
27 Payment to be paid is \$12.32.

1 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
2 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
3 separately from, and in addition to, the Gross Settlement Amount.

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

12 16. The Court finds and determines that upon satisfaction of all obligations under the
13 Settlement and this Order, all Settlement Class members, will be bound by the Settlement will
14 have released the Released Claims as set forth in the Settlement, and will be permanently barred
15 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

16 17. Upon the date when Defendant fully funds the entire Gross Settlement Amount
17 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, by virtue of this Judgment, all Participating Class Members, on behalf of themselves
19 and their respective former and present representatives, agents, attorneys, heirs, administrators,
20 successors, and assigns, release Kinder Morgan, Inc. and each of its former and present directors,
21 officers, shareholders, members, agents, trustees, representatives, attorneys, insurers, reinsurers,
22 parent companies, predecessors, successors, assigns, subsidiaries, divisions, affiliates, as well as
23 an individual or entity that could be alleged to be jointly liable with Defendant ("Released
24 Parties") from all claims that were alleged, or reasonably could have been alleged, based on the
25 Class Period facts stated in the Operative Complaint and ascertained in the course of the Action
26 including, but not limited to: minimum wages, overtime and double time wages; meal and rest
27
28

breaks; failure to maintain accurate employment records; wage statement violations; separation pay violations; and unfair business practices.

18. All Aggrieved Employees release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period (defined as September 28, 2022 to December 18, 2025) facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including, PAGA Penalties premised on violations of Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and the IWC Wage Orders.

19. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in Operative Complaints; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaints, Plaintiffs' PAGA Notice, or ascertained during the Action and released under the Released Class Claims. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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1 20. The Releases identified herein shall be null and void if Defendant fails to fully
2 fund the settlement.

3 21. This document shall constitute a final judgment pursuant to California Rule of
4 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
5 approval hearing, the court must make and enter judgment. The judgment must include a
6 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
7 judgment. The court may not enter an order dismissing the action at the same time as, or after,
8 entry of judgment.”

9 22. The Court retains jurisdiction to enforce the Settlement, the Final Approval
10 Order, and this Judgment.

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13 **JUDGMENT IS SO ENTERED.**

14
15 Dated: _____, 2026

Honorable Laura A. Seigle
Judge of the Superior Court