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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

FALCAO RIVELINO HERNANDEZ and
SERGIO RODRIGUEZ NAVA,
individually and on behalf of others
similarly situated, and as aggrieved
employees and Private Attorneys General,

Plaintiffs,

vs.

LDI MECHANICAL, INC., a Delaware
corporation doing business in California;
and DOES 1 through 50, inclusive,

Defendants.

Case No. CVRI2401542

*[Assigned to Hon. Harold W. Hopp
Department I]*

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

Action Filed: March 22, 2024
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on May 28, 2026, the Honorable Harold W. Hopp in
3 Dept. 1 of the above-entitled Court executed the Final Order Approving Class Action and
4 PAGA Settlement and Judgment. Attached hereto as **Exhibit A** is a true and correct copy of the
5 Order which was signed on May 28, 2026.

6
7 DATED: June 1, 2026

PROTECTION LAW GROUP, LLP

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10 By: _____
11 D. Luke Clapp
12 *Attorneys for Plaintiff*
13 VICTOR M. GARCIA
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EXHIBIT A

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Defendants.

Case No. CVRI2401542

[Assigned to Hon. Harold W. Hopp
Department I]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENTS**

Date: May 22, 2026
Time: 8:30 a.m.
Dept.: 1

Action Filed: March 22, 2024
Trial Date: None Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 28 2026

D. Board

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MAY 29 2026
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1 **[PROPOSED] JUDGMENT & ORDER**

2 The Motion of Plaintiffs Falcao Rivelino Hernandez and Sergio Rodriguez Nava
3 (“Plaintiffs”) for Final Approval of Class Action and PAGA Action Settlement, Attorneys’ Fees
4 and Costs, And Class Representative Enhancement Payments (“Final Approval Motion”) came
5 regularly for hearing before this Court on May 22, 2026, at 8:30 a.m., pursuant to California Rule
6 of Court 3.769 and this Court’s prior Second Amended Order Granting Preliminary Approval of
7 Class Action and PAGA Action Settlement (“Preliminary Approval Order”).

8 Having considered the parties’ Stipulation of Settlement (“Settlement Agreement”), filed
9 with the Court on August 7, 2025, as Exhibit A to the Declaration of Matthew K. Moen in Support
10 of Plaintiffs’ Motion for Preliminary Approval, and the documents and evidence submitted in
11 support thereof, and recognizing the sharply disputed factual and legal issues involved, the risks
12 associated with continued litigation, and the substantial benefits to be conferred upon the
13 Settlement Class, the Court finds that the Settlement is fair, reasonable, and adequate, and the
14 product of good faith, arm’s-length negotiations between the parties.

15 Good cause appearing, the Court hereby GRANTS Plaintiffs’ Final Approval Motion and
16 ORDERS as follows:

17 1. Final judgment is hereby entered in accordance with the Settlement Agreement
18 and this Final Approval Order.

19 2. The conditional class certification is hereby made final, and the Court thus
20 certifies, for purposes of the Settlement, the following Settlement Class:

21 All current and former non-exempt employees who worked for Defendant
22 LDI Mechanical, Inc. (“Defendant”) in California at any time from March
23 22, 2020, until June 8, 2025 (the “Class Period”).

24 3. Plaintiffs are hereby confirmed as the Class Representatives. Heather Davis and
25 Amir Nayebdadash of Protection Law Group, LLC, and Paul K. Haines, Fletcher W. Schmidt,
26 and Matthew K. Moen of Haines Law Group, APC, are hereby confirmed as Class Counsel.

27 4. Notice was provided to Class Members as set forth in the Settlement Agreement,
28 which was preliminarily approved by the Court on January 28, 2026, and the notice process has
been completed in accordance with the Settlement Agreement and the Court’s Preliminary

1 Approval Order. The Court finds that said notice was the best notice practicable under the
2 circumstances. The Court-approved Notice of Pendency of Class Action and Proposed Settlement
3 (“Class Notice”), which also includes the Dispute Form, the Request for Exclusion Form, and the
4 Objection Form (collectively, the “Notice Packet”) provided due and adequate notice of the
5 proceedings and matters set forth therein, informed Class Members of their rights, and fully
6 satisfied the requirements of California Code of Civil Procedure § 382, California Rules of Court
7 3.766 and 3.769, and due process.

8 5. The Court finds the Settlement Administrator received four (4) Requests for
9 Exclusion. The individuals who excluded themselves from the Settlement are: (1) David
10 Camacho; (2) Carole Feeney; (3) Karen German; and (4) Jessica Golightly. The Settlement
11 Administrator received one (1) objection, which the objector withdrew after confirming it was
12 submitted in error. No objections remain. As a result, 1,224 Class Members remain Participating
13 Class Members, resulting in a 99.6% participation rate that supports final approval of the
14 Settlement.

15 6. The Court hereby approves the terms of the Settlement as fair, reasonable, and
16 adequate, and directs the parties to effectuate the Settlement in accordance with its terms.

17 7. For purposes of settlement only, the Court finds that: (a) the members of the
18 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
19 (b) there are questions of law and fact common to the Settlement Class, and a well-defined
20 community of interest exists among the members with respect to the subject matter of the
21 litigation; (c) the claims of the Class Representatives are typical of the claims of the Settlement
22 Class members; (d) the Class Representatives have fairly and adequately protected the interests
23 of the Settlement Class; (e) a class action is superior to other available methods for the fair and
24 efficient adjudication of this controversy; and (f) Class Counsel are experienced and qualified to
25 represent the Class Representatives and the Settlement Class.

26 8. The Court finds that the Settlement Awards, as provided for in the Settlement, are
27 fair, reasonable, and adequate, and hereby orders the Settlement Administrator to distribute the
28 payments in accordance with the terms of the Settlement.

1 9. The Court finds that in light of the absence of objections to the Settlement, this
2 Order is deemed final as of the date of its entry.

3 10. The Court orders Defendant to deposit the Gross Settlement Amount of
4 \$2,900,000.00, and the employer's share of applicable payroll taxes separately and in addition to
5 the Gross Settlement Amount, with the Settlement Administrator within thirty (30) calendar days
6 after the entry of this Judgment and Final Approval Order in accordance with the procedures set
7 forth in the Settlement Agreement.

8 11. The Court finds that Class Representative Enhancement Payments in the amount
9 of \$7,500.00 each (\$15,000.00 total) to the named Plaintiffs are appropriate for Plaintiffs' risks
10 undertaken and their service to the Settlement Class. The Court finds that these payments are fair,
11 reasonable, and adequate, and orders that the Settlement Administrator make these payments in
12 accordance with the terms of the Settlement.

13 12. The Court finds that attorneys' fees in the amount of \$966,666.66 and litigation
14 costs of \$20,264.57 for Class Counsel are fair, reasonable, and adequate in light of the common
15 fund created by the Settlement, and orders that the Settlement Administrator distribute these
16 payments to Class Counsel in accordance with the terms of the Settlement. Of the total fees
17 awarded: Haines Law Group, APC shall be paid \$483,333.33 in attorneys' fees and \$2,424.41 in
18 litigation costs, for a total of \$485,757.74 and Protection Law Group, LLP shall be paid
19 \$483,333.33 in attorneys' fees and \$17,834.16 in litigation costs, for a total of \$501,167.49.

20 13. The Court orders that the Settlement Administrator shall be paid \$18,500.00 from
21 the Gross Settlement Amount in accordance with the terms of the Settlement, for all of its work
22 done and to be done until the completion of this matter and finds that sum appropriate.

23 14. The Court finds that the amount designated for civil penalties under the Private
24 Attorneys General Act ("PAGA"), \$100,000.00, with 75% (\$75,000.00) allocated to the
25 California Labor and Workforce Development Agency ("LWDA") and 25%
26 (\$25,000.00) allocated to PAGA Aggrieved Employees pursuant to Labor Code § 2699(i), is fair,
27 reasonable, and adequate. The Court orders the Settlement Administrator to distribute these
28 payments in accordance with the terms of the Settlement.

1 15. The Court orders that all settlement checks will be negotiable for 180 calendar
2 days from the date of mailing. Any checks remaining uncashed after this period will be
3 redistributed to those individuals who cashed their settlement checks before the check-cashing
4 deadline. The Court further orders that the envelope transmitting a settlement check shall bear the
5 notation: "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

6 16. The Court orders that the Settlement Administrator shall mail a reminder postcard
7 to any participating Class Member whose settlement check has not been negotiated within 60 days
8 after the date of mailing. For any Class Member who is a current employee of Defendant, if a
9 distribution is returned to the Settlement Administrator as undeliverable and the Settlement
10 Administrator is unable to locate a valid mailing address, the Administrator shall arrange with
11 Defendant to have those settlement checks delivered to the Class Member at the employee's place
12 of employment.

13 17. Upon entry of Final Judgment and Defendant's complete funding of the Gross
14 Settlement Amount, Plaintiffs and every Participating Class Member (i.e. all Class Members other
15 than David Camacho, Carole Feeney, Karen German, and Jessica Golightly), will and discharge
16 Defendant, and all of its past and present officers, directors, employees, and agents (collectively,
17 the "Released Parties") from any and all claims, demands, rights, liabilities, and/or causes of
18 action which were alleged or which reasonably could have been alleged based on the factual
19 allegations, claims, and/or theories in the First Amended Complaint ("FAC") in the Action,
20 including: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure
21 to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to
22 authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure
23 to reimburse necessary business expenses; (f) failure to furnish accurate, compliant, and itemized
24 wage statements; (g) all claims for unfair business practices that were premised on the facts,
25 claims, causes of action or legal theories of relief pled in the operative FAC; and (h) all damages,
26 penalties, interest, costs (including attorney's fees) and other amounts recoverable under said
27 claims or causes of action arising out of or based on the facts and/or legal theories alleged in the
28

1 FAC (collectively, the “Released Claims”). The period of the Release shall extend to the limits of
2 the Class Period.

3 18. The PAGA Aggrieved Employees are defined as: All current and former non-
4 exempt employees who worked for Defendant in California at any time from March 22, 2023, to
5 June 8, 2025 (the “PAGA Period”).

6 19. Upon funding of the Settlement, Plaintiffs and the State of California, release the
7 Released Parties from any claim for civil penalties under PAGA arising out of or based on the
8 facts alleged in Plaintiff Hernandez’s letter dated March 22, 2024 and Plaintiff Rodriguez’s letter
9 dated June 7, 2024 to the LWDA, and only to the extent they are alleged in the FAC in either the
10 *Hernandez* Action and *Rodriguez* Action (“PAGA Released Claims”).

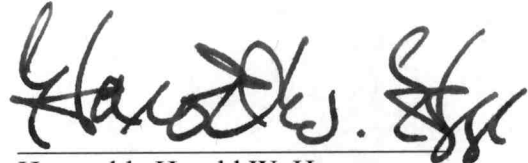
11 20. This document shall constitute a final judgment pursuant to California Rule of
12 Court 3.769(h), which provides: “If the court approves the settlement agreement after the final
13 approval hearing, the court must make and enter judgment. The judgment must include a provision
14 for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment.
15 The court may not enter an order dismissing the action at the same time as, or after, entry of
16 judgment.” The Court shall retain jurisdiction over the parties to enforce the terms of the
17 Settlement, the Final Approval Order, and this Judgment.

18 21. The Court orders the Settlement Administrator to give notice of entry of this
19 judgment to the Class Members and Aggrieved Employees pursuant to California Rules of Court
20 3.771(b) by posting a copy of this Judgment and Final Approval Order on the settlement website
21 for sixty (60) calendar days. The Settlement Administrator shall include a notice of entry of
22 judgment to all Class Members and including the website URL on settlement checks, noting the
23 following: “On _____, the Superior Court of California, County of Riverside entered the
24 Judgment and Order Granting Final Approval of Class Action and PAGA Action Settlement in
25 *Hernandez, et al. v. LDI Mechanical, Inc.*, Case No. CVRI2401542. A copy of the Judgment and
26 Order is available online at _____.”
27
28

1 22. Plaintiffs shall file a Final Accounting Report concerning the amount of money
2 distributed through this Settlement on or before January 22, 2027. A Final Accounting Hearing is
3 set for February 5, 2027.

4
5 **IT IS SO ORDERED.**

6 Dated: May 22, 2026
7


Honorable Harold W. Hopp
Judge of the Superior Court