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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
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11 KATIE MILLER, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.

15 CONTERA CONSTRUCTION
16 CORPORATION, a California Corporation;
17 and DOES 1 through 20, inclusive;

18 Defendants.
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Case No.: CVRI2403479
*[Assigned to Hon. Harold W. Hopp, Dept 1,
for all purposes]*

[PROPOSED] ORDER:

- 1) **PRELIMINARILY APPROVING
CLASS ACTION AND PAGA
SETTLEMENT;**
- 2) **CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) **DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) **SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having reviewed the Class Action and PAGA Settlement Agreement and Release of
2 Claims (the “Settlement Agreement” or “S.A.”), which is attached as Exhibit A to the
3 Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action and
4 PAGA Settlement filed on December 31, 2025, between Plaintiff Katie Miller and Defendants
5 Contera Construction Corporation, Cristy Varela, Ron Varela, and Jason Varela (collectively, the
6 “Parties”), as well as the Memorandum of Points and Authorities in Support of the Unopposed
7 Motion for Preliminary Approval of Class Action Settlement, the documents submitted in
8 support of the motion, and all supporting legal authorities and documents, IT IS HEREBY
9 ORDERED:

10 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
11 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
12 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
13 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
14 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
15 arms-length negotiations conducted after the Parties adequately investigated and became familiar
16 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
17 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

18 2. For settlement purposes only, the Court finds that the proposed Class is
19 ascertainable and that there is a sufficiently defined community of interest among the Class
20 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
21 Class, for settlement purposes only: All current and former nonexempt employees employed by
22 Defendant Contera Construction Corporation in California at any time during the Class Period of
23 June 14, 2021, through August 7, 2025.

24 3. Additionally, the “Aggrieved Employees” are defined to include: All current and
25 former nonexempt employees employed by Defendant Contera Construction Corporation in
26 California at any time during the PAGA Period of June 14, 2023, through August 7, 2025.

27 4. The class action settlement set forth in the Settlement Agreement between
28 Plaintiff and Defendants is preliminarily approved as it appears to be proper, to fall within the

1 range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only
2 to any objections that may be raised at the Final Approval Hearing.

3 5. For settlement purposes only, the Court appoints Plaintiff Katie Miller as Class
4 Representative, and Brian Mankin, Kristina Bui Carlson, and Kirk Hanson as Class Counsel.

5 6. The Court approves Xpand Legal to act as the Settlement Administrator, who is
6 directed to fulfill all of the duties and services set forth in the Settlement Agreement, including
7 but not limited to paragraphs 57 to 69. The Settlement Administrator shall file a declaration
8 concurrently with the Motion for Final Approval, authenticating a copy of every Objection Form
9 and Exclusion Form received by the Settlement Administrator. Furthermore, in the event of a
10 continuance of the hearing of the motion for final approval, the Settlement Administrator must
11 give notice of such continuance to any objecting party.

12 7. The Court approves, as to form and content, the Class Notice, Exclusion Form,
13 Objection Form and Dispute Form (attached hereto as Exhibits A, B, C, and D respectively) that
14 the Class Members may use. The Court further finds the Class Notice, Exclusion Form and
15 Objection Form fairly apprise the Class Members of the terms of the proposed settlement and of
16 their options in connection with the settlement.

17 8. Class Members who wish to request exclusion or object to the Settlement via the
18 Exclusion Form and/or Objection Form are directed to mail the appropriate form above to the
19 Settlement Administrator (and not to the Court) within the time periods set forth in the Class
20 Notice. Additionally, Class Members may dispute Weeks Worked by following the
21 requirements and time periods set forth in the Notice.

22 9. The Settlement Administrator is directed to mail the Notice, Request for
23 Exclusion Form and Objection Form by first class mail to the Class Members in English and
24 Spanish in accordance with the Settlement Agreement and schedule set forth below. The
25 Settlement Administrator shall also translate the Notice Packet from English to Spanish.

26 10. The Court finds that the deadlines and methods set forth in the Settlement
27 Agreement for the mailing of the Notice and related forms described herein meet the
28 requirements of due process, provide the best notice practicable under the circumstances,

constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the requirements of California law.

11. The Court directs the Settlement Administrator to perform address verification measures and mail the Notice Packet by first class mail to the Class Members not later than 10 days after it receives the “Class Data” as defined in the Settlement Agreement and to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until forty-five (45) days after the mailing of the Notice Packet to submit an objection or Request to be Excluded, pursuant to the procedures set forth in the Notice.

13. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Administrator’s account as a result of a failure to timely cash a settlement check shall be issued to the State Controller’s Office in the name of the Class Member, as set forth in the Settlement Agreement.

14. The following dates shall govern for purposes of this settlement:

January 26, 2026	Preliminary Approval (PA) hearing
February 19, 2026 (24 days after PA)	Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
April 6, 2026 (Approx. 45 days after mailing)	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff’s Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval

Date: _____, 2026
Time: 8:30 a.m.

Final Approval Hearing

15. A final approval hearing shall be held in this Court on the date and time above to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representative.

16. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used by Plaintiff or the Class Members in this Action as an admission by or against Defendant or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order. If any Class Member submits an objection to the settlement and the Final Approval Hearing is continued, either Class Counsel or the Settlement Administrator are directed to give notice of the new hearing date to the objecting party; and

18. In the event that the Settlement Agreement does not receive final approval or the Effective Date of the Settlement does not occur, this Order shall be rendered null and void and shall be vacated.

Date: _____

Honorable Harold Hopp