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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
13 others similarly situated;

14 Plaintiff,

15 vs.

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

20 Defendants.

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

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT**

21 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
22 forth in the Class Action and PAGA Settlement Agreement and Release of Claims¹ (the
23 “Settlement Agreement”) came for hearing in Department 1 of the above-entitled court. The
24 Final Approval Motion was unopposed by Defendants Contera Construction Corporation
25 (“Contera”) and its owners/officers Defendants Cristy Varela, Ron Varela, and Jason Varela
26 (collectively referred to as the “Defendants”). Having considered the Final Approval Motion, the
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28 ¹ See Exhibit 1 to the Declaration of Brian Mankin in support of the Motion for Final Approval,
which was concurrently filed on May 5, 2026.

1 Settlement Agreement, the Declarations, and all other materials properly before the Court and
2 having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds
3 that the Settlement Agreement was entered by all parties in good faith, and the Settlement
4 Agreement is approved. Due and adequate notice having been given to the Class, and the Court
5 having considered the Settlement Agreement, all papers filed and proceedings had herein and all
6 oral and written comments received regarding the proposed settlement, and having reviewed the
7 record in this Litigation, and good cause appearing,

8 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

9 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
10 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

11 2. The Court has jurisdiction over the subject matter over this Action, the Class
12 Representative, the Class Members, and Defendants.

13 3. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
14 Form and Exclusion Form (collectively attached as Exhibit “B” to the Declaration of Jonathan
15 Paul filed on May 5, 2026), as provided for in the Order Granting Preliminary Approval for the
16 Settlement, constituted the best notice practicable under the circumstances to all Class Members
17 and fully met the requirements of California law and due process under the California and United
18 States Constitution. Based on evidence and other material submitted, the actual notice to the
19 class was adequate.

20 4. The Court finds that the instant Action presented a good faith dispute of the
21 claims alleged, and the Court finds in favor of settlement approval.

22 5. The Released Class Claims on behalf of the Participating Class Members
23 included: all claims stated in the operative Complaint and those based solely upon the facts in the
24 Complaint, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c)
25 failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse
26 business expenses, (f) failure to failure to timely pay wages each pay period and upon separation
27 of employment, (g) failure to provide accurate itemized wage statements, (h) unfair and unlawful
28 competition, and (i) all other claims for statutory penalties based on the facts or claims alleged in

1 the operative complaint.

2 6. The Released PAGA Class included: means any and all PAGA claims that
3 Plaintiff alleged against the Released Parties, on behalf of herself and the State of California,
4 based on the facts stated in the operative Complaint in the Action and in the LWDA notice
5 letter(s), including all PAGA claims seeking civil penalties that premised upon (a) failure to pay
6 minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d)
7 failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to reimburse
8 business expenses, (g) failure to failure to timely pay wages each pay period and upon separation
9 of employment, and (h) failure to provide accurate itemized wage statements.

10 7. There were no Objections and one Request for Exclusion from the Settlement;
11 thus, all Participating Class Members are entitled to payment pursuant to the Settlement and this
12 Judgment. Furthermore, all Aggrieved Employees are entitled to payment pursuant to this
13 Settlement and Judgment.

14 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
15 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
16 Parties are directed to perform in accordance with the terms set forth in the Settlement
17 Agreement and this Order and Judgment.

18 9. The Parties are to bear their own costs, except as otherwise provided in the
19 Settlement Agreement and this Order and Judgment.

20 10. For purposes of effectuating this Order and Judgment, this Court has certified the
21 following Class: “all current and former nonexempt (hourly paid) employees employed by
22 Defendant Contera Construction Corporation in California during the Class Period (June 14,
23 2021, through August 7, 2025)” The Court deems this definition sufficient for purposes of
24 California Rules of Court, Rule 3.765(a).

25 11. With respect to the Settlement Class and for purposes of approving this
26 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
27 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
28 fact common to the Class Members, and there is a well-defined community of interest among the

1 Class Members with respect to the subject matter of the Action; (c) the claims of Class
2 Representative are typical of the claims of the Class Members; (d) the Class Representative has
3 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
4 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of
5 record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the
6 Plaintiff in her individual and representative capacity and for the Class.

7 12. By this Order and Judgment, the Class Representative shall release, relinquish,
8 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
9 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
10 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
11 discharged all Released Class Claims.

12 13. By this Order and Judgment, Plaintiff and the LWDA shall fully, finally, and
13 forever release, relinquish and discharge Defendant and the Released Parties from all PAGA
14 Released Claims, as defined in the Settlement Agreement and above.

15 14. The Settlement is not an admission of wrongdoing or violation by Defendants or
16 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
17 the Action or of any wrongdoing by Defendants or any of the other Released Parties. Neither
18 this Settlement Approval Order, the Settlement, or the Judgment nor any document referred to
19 herein, nor any action taken to carry out the Settlement are, may be construed as, or may be used
20 as an admission by or against Defendants or any of the other Released Parties of any fault,
21 wrongdoing, or liability whatsoever.

22 15. The Gross Settlement Amount to be paid under the Settlement Agreement is
23 \$212,500.00. From this amount, Class Counsel sought an award of attorney's fees of
24 \$70,833.33, litigation expenses of \$20,228.99, a Service Award of \$5,000 to Plaintiff and Class
25 Representative Katie Miller, Settlement Administrator Costs of \$6,000 to Xpand Legal, and
26 \$20,000 to PAGA Penalties (with 75% [\$15,000] to the LWDA and 25% [\$5,000] to the
27 Aggrieved Employees. Defendants do not oppose these requests. The Court finds that the
28 Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below

from the Settlement Amount:

- A. \$70,833.33 to Class Counsel for attorneys' fees;
- B. \$20,228.99 to Class Counsel for costs/expenses;
- C. \$5,000 to Class Representative Katie Miller as a Service Award;
- D. \$6,000 to the Settlement Administrator, Phoenix Settlement Administrators;
- E. \$15,000 to the LWDA;
- F. \$5,000 to the Aggrieved Employees;
- G. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

16. Defendants are directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Settlement Payments from the Net Settlement Amount, as well as the Aggrieved Employees individual payment, and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

The date this Order is entered	The Effective Date occurs.
The later of December 1, 2026, or within 30 days after the Effective Date	Defendant is directed to issue the Settlement Amount to the Settlement Administrator, plus Defendant's share of payroll taxes.
10 days after receipt of Payment	Settlement Administrator to issue all payments.
180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
January 31, 2028	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.
February __, 2028	Final Report Hearing re: status of funding.

1 17. The envelope transmitting the settlement checks shall bear the notation “YOUR
2 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” Concurrently with mailing the
3 settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement
4 Administrator shall include a Notice of Entry of Judgment to all Class Members either on a
5 postcard or as a detachable portion of the check for the Participating Class Members, noting the
6 following: “Please be advised that on [INSERT DATE] the Superior Court of California for the
7 County of Riverside entered Judgment in the case entitled *Miller v. Conteral Construction*
8 *Corporation*, Case No. CVRI2403479, on behalf of the Participating Class Members (which
9 includes ““All current and former nonexempt (hourly paid) employees employed by Defendant
10 Contera Construction Corporation in California at any time during the Class Period (which is
11 June 14, 2021, through August 7, 2025)”.

12 18. Participating Class Members and Aggrieved Employees shall have 180 days to
13 negotiate the settlement check from the date of issuance by the Settlement Administrator. If a
14 check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail
15 a reminder postcard within 10 days thereafter and provide the Participating Class Member with
16 the deadline to cash the check. If any check that is issued to a current employee of Defendant is
17 returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
18 unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the
19 Defendant to have the check(s) delivered to the Participating Class Member at their place of
20 employment. In the event that a Participating Class Members and/or Aggrieved Employees does
21 not negotiate his/her check within this time period, the check will be canceled. The value of the
22 unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash
23 a settlement check shall be issued to the California State Controller in the name of the Class
24 Member and/or Aggrieved Employee.

25 19. This document shall constitute a Judgment for purposes of California Rule of
26 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
27 Class Representative, the Class Members, and Defendant for the purposes of supervising the
28 implementation, enforcement, construction, administration, and interpretation of the Settlement

1 Agreement and this Judgment.

2 IT IS SO ORDERED.

3 Dated: _____

4 Hon. Harold Hopp