

FILED
Superior Court of California
County of Los Angeles

05/11/2026

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

TRACEY HALL, SAYA KADOTA, MAHO
KAZUOKA and JUNO MEDINA,
individually and on behalf of all others
similarly situated and aggrieved,

Plaintiff,

vs.

K S WORLD, INC. dba SHIN-SEN-GUMI,
SHIGETA AMERICA, INC. dba SHIN-SEN-
GUMI, MITSUYASU SHIGETA; and DOES
1 through 25, inclusive,

Defendants

Case No. BC615746
Related to: BC720143

CLASS ACTION

[Assigned for all purposes to the Honorable
Laura Seigle; Dept. 17]

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL**

Date: May 11, 2026
Time: 9:00 a.m.
Dept.: 17

Complaint filed: April 4, 2016

~~**[PROPOSED]**~~ **ORDER GRANTING FINAL APPROVAL**

Plaintiffs Tracey Hall, Saya Kadota, Maho Kuzuoka, and Juno Medina (“Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) came regularly for hearing before this Court on May 11, 2026 at 9:00 a.m. The Court, having considered the Second Amended Class Action and PAGA Settlement Agreement and Class Notice (collectively referred to as “Settlement” or “Settlement Agreement”), attached to the Declaration of Dalia Khalili as Exhibit 1, the Motion for Final Approval of Class Action and PAGA Settlement, Memorandum of Points and Authorities in support of thereof, and declarations filed in support thereof, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS final approval of the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement. The Court finds the Settlement to be fair, adequate, and reasonable and in the best interests of the Class Members. The Settlement provides for a Gross Settlement Amount of \$212,500.00, including attorneys’ fees of \$40,625.00, litigation costs of \$100,000.00, an Incentive Award to each Plaintiff of \$3,000.00 for a total of \$12,000.00, PAGA penalties of \$1,000.00, and Settlement Administrator expenses of \$20,112.00.

2. All defined terms contained herein shall have the same meanings as set forth in the Settlement.

3. For the purposes of settlement only, the Court designates Plaintiffs as the class representatives.

4. For the purposes of settlement only, the Court designates Matern Law Group, PC as Class Counsel.

5. The Court designates Apex Class Action, LLC as the third-party Settlement Administrator.

6. The Parties, their Counsel, and the Settlement Administrator are ordered to administer the settlement in accordance with the terms of the Settlement Agreement.

7. Solely for purposes of effectuating the Settlement, this Court has certified a Class defined as follows:

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1 All hourly non-exempt employees employed by Defendants KS World,
2 Inc. dba Shin-Sen-Gumi, Shigeta America, Inc. dba Shin-Sen-Gumi, and
3 Mitsuyasu Shigeta (collectively “Defendants”) in the State of California
4 during the time period from April 4, 2012 through July 14, 2023.

5 8. Upon the Settlement Administrator’s receipt of the Gross Settlement Amount and the
6 Defendant’s portion of payroll taxes, and after the Effective Date, Plaintiffs and all Participating Class
7 Members will be deemed to have released the Released Parties of and from all of the Released Class
8 Claims during the Class Period. The Released Class Claims expressly exclude the Released PAGA
9 Claims, and participating Class Members will not release the Released PAGA Claims unless such
10 participating Class Members are also PAGA Group Members. Participating Class Members who are
11 also PAGA Group Members shall release the Released PAGA Claims, in addition to releasing the
12 Released Class Claims, upon Defendants’ fulfillment of its payment obligations.

13 “Gross Settlement Amount” means \$212,500.00 that Defendants will pay in the aggregate to
14 resolve this Action, on a non-claims-made and non-reversionary basis. The Gross Settlement Amount
15 is all-inclusive. The following costs will be deducted from the Gross Settlement Amount: (1) attorney
16 fees of \$40,625.00 and a maximum of \$100,000.00 in litigation costs; (2) settlement administration
17 fees not to exceed \$20,112.00; (3) Incentive Award to Plaintiffs, as class representatives, in the
18 amount of \$3,000.00 each for a total of \$12,000.00; and (4) \$1,000.00 for penalties under PAGA (75%
19 \$750.00) of which will go to the California Labor & Workforce Development Agency [“LWDA”] and
20 25% (\$250.00) will go to Class Members. The employer’s portion of the payroll taxes will be paid
21 outside of and in addition to the Gross Settlement Amount. Any deductions from the above allocations
22 will be deposited into the Settlement Fund Account and will be included in the Net Settlement Amount
23 for distribution to the Class.

24 “Effective Date” means the date by when both of the following have occurred: (a) the Court
25 enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is
26 final. The Judgment is final as of the latest of the following occurrences: (1) If no Participating Class
27 Member objects to the Settlement, the day the Court enters Judgment; (2) If one or more Participating
28 Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from
the Judgment; or (3) If a timely appeal from the Judgment is filed, the day after the appellate court

1 affirms the Judgment and issues a remittitur.

2 “Released Parties” means Defendants and each of its parents, subsidiaries, affiliates, insurers,
3 related entities and divisions, and their respective: (i) predecessors, successors, and assigns, and (ii)
4 current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders,
5 employees, founders, members, assigns, insurers, and all others claiming through or by any of them.

6 “Released Class Claims” means all claims which all Participating Class Members, on behalf of
7 themselves and their respective former and present representatives, agents, attorneys, heirs,
8 administrators, successors and assigns, release Released Parties from (i) all claims that were alleged,
9 or reasonably could have been alleged, based on the Class Period facts stated in the Operative
10 Complaint and ascertained in the course of the Action. Except as set forth in Section 5.3 of the
11 Agreement, Participating Class Members do not release any other claims, including claims for vested
12 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
13 insurance, disability, social security, workers’ compensation or claims based on facts occurring outside
14 the Class Period.

15 “Released PAGA Claims” means all claims which all Non-Participating Class Members who
16 are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
17 and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the
18 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
19 alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, or
20 ascertained in the course of the Action.

21 Plaintiffs’ Release means that Each Plaintiff and his, her, or their respective former and present
22 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
23 release and discharge Released Parties from all claims, transactions or occurrences arising from the
24 complaints in this Action, including, but not limited to: (a) all claims that were, or reasonably could
25 have been alleged, based on the facts contained in the Operative Complaint and (b) all PAGA claims
26 that were, or reasonably could have been, alleged based on the facts contained in the Operative
27 Complaint and Plaintiff Medina’s PAGA Notice. Plaintiffs’ Release does not extend to any claims or
28 actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,

1 disability benefits, social security benefits, workers' compensation benefits that arose at any time, or
2 based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover
3 facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be
4 true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
5 notwithstanding such different or additional facts or Plaintiffs' discovery of them.

6 9. The Court Approved Notice of Class Action and PAGA Settlement ("Class Notice")
7 provided to the Class Members conforms with the requirements of Code of Civil Procedure section
8 382, Civil Code section 1781, California Rules of Court, rules 3.766 and 3.769, the California and
9 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
10 under the circumstances, by providing individual notice to all Class Members who could be identified
11 through reasonable effort, and by providing due and adequate notice of the proceedings, the matters set
12 forth therein, and the terms of the Settlement. The Class Notice fully satisfies the requirements of due
13 process. The Court further finds that a full and fair opportunity has been afforded to Class Members to
14 participate in the proceedings convened to determine whether the proposed Settlement Agreement
15 should be given final approval. Accordingly, the Court hereby determines that all Class Members who
16 did not file a timely and proper request to be excluded from the Settlement are bound by this Order.

17 10. The Court finds that no Class Members objected to the Settlement.

18 11. There is a total of 1,634 Participating Class Members. No Class Members excluded
19 themselves or objected to the Settlement.

20 12. Settlement checks issued to Class Members and PAGA Group Members will expire one
21 hundred and eighty (180) days from the date they are issued by the Settlement Administrator. The void
22 date of all settlement checks issued to Class Members and PAGA Group Members shall be stated on
23 the checks. Any check not cashed within 180 calendar days will be void. The Settlement Administrator
24 will provide the Parties with a report of uncashed checks. The money from the uncashed checks, plus
25 any interest accrued thereon, shall be distributed by the Settlement Administrator to the cy pres
26 designee, Legal Aid at Work, a 501(c)(3) organization pursuant to California Code of Civil Procedure
27 section 384.

The court sets a non-appearance case review on April 20, 2027 at 8:30

28 13. ~~The Final Accounting Hearing will occur on _____, 2026.~~ The final

1 accounting status report, finished after completion of the distribution process, must be filed at least
2 five (5) court days before the final accounting hearing.

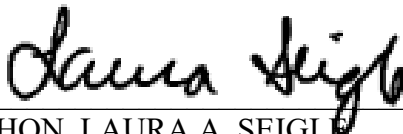
3 14. Pursuant to California Rules of Court, Rule 3.769(h), and Code of Civil Procedure
4 § 664.6, the Court retains jurisdiction over the Parties, all matters arising out of, or related to the
5 Action, the Settlement, the Settlement Agreement, its administration and consummation and the
6 determination of all controversies relating thereto, to enforce the terms of the Judgment.

7 15. The Settlement Administrator shall post the Order Granting Final Approval and
8 Judgment on the Settlement Administrator's website within seven (7) calendar days after entry of
9 Order and Judgment. The Settlement Administrator shall post a copy of the Order Granting Final
10 Approval and Judgment for one hundred eighty (180) calendar days on its website in compliance with
11 Rule 3.771(b) of the California Rules of Court in order to provide notice to the Class Members of this
12 Order.

13 **IT IS SO ORDERED.**

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15 DATED: 05/11/2026



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17 HON. LAURA A. SEIGLE
18 Judge of the Superior Court
19 Laura A. Seigle / Judge
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