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 247 WEST 3RD STREET  
 SAN BERNARDINO CA 92415  
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1/04/24 10:13:44 DX\* Paniagua v. Worthington Industries  
 1/04/24 10:13:45 DX\* MOTION FOR PRELIMINARY APPROVAL  
 1/04/24 10:13:46 DX\* jenciso was placing an order for customer.  
 1/04/24 10:13:47 DX\* Attachment: Paniagua\_-\_WI\_-\_Decl\_of\_AGLD\_ISO\_MPA\_-\_01032  
 1/04/24 10:13:48 DX\* Attachment: Paniagua\_-\_WI\_-\_MPA\_-\_01032024.pdf  
 1/04/24 10:13:49 DX\* Attachment: Paniagua\_-\_WI\_-\_Ntc\_of\_MPA\_-\_01032024.pdf  
 1/04/24 10:13:50 DX\* Attachment: Paniagua\_-\_WI\_-\_Prop\_Order\_Granteeing\_MPA\_-\_  
 1/04/24 10:13:51 DX\* Attachment: Paniagua\_-\_WI\_-\_Prop\_Order\_Granteeing\_MPA\_-\_  
 1/04/24 10:13:52 DX\* Attachment: Paniagua\_-\_WI\_-\_POS\_Ntc\_of\_MPA\_-\_01022024.pd  
 1/04/24 10:16:29 393 TO RIV  
 1/04/24 10:39:53 501 CIVDS2007258

ORIGINAL

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

JAN 25 2024

BY   
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNADINO

DAVID PANIAGUA, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

WORTHINGTON INDUSTRIES, INC.;  
STRUCTURAL COMPOSITES  
INDUSTRIES LLC; and DOES 1 through  
20, inclusive,

Defendants.

Case No. CIVDS2007258

*Assigned for all purposes to:  
Hon. Jessica Morgan  
Dept. S-26*

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: January 25, 2024  
Time: 8:30 a.m.  
Dept: S-26

**[PROPOSED] ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

FILED

1 **RECITALS**

2 WHEREAS, the above-entitled action is pending before this Court as a putative class  
3 action (the "Action");

4 WHEREAS, on November 29, 2023, plaintiff David Paniagua (the "Named Plaintiff"),  
5 individually and on behalf of the Class, and defendants Worthington Industries, Inc. and  
6 Structural Composites Industries, LLC ("Defendant") entered into a class action settlement, the  
7 terms and conditions of which are set forth in the parties' Stipulation of Class and PAGA  
8 Representative Action Settlement and Release (the "Settlement" or "Settlement Agreement").  
9 Unless otherwise provided in this Order, all capitalized terms shall have the same meaning as set  
10 forth in the Settlement Agreement.

11 WHEREAS, Plaintiff David Paniagua ("Plaintiff"), individually and on behalf of all  
12 current and former hourly paid or non-exempt employees in the State of California during the  
13 Class Period (defined in ¶ 4 below), has applied to this Court for an order preliminarily approving  
14 the settlement of the Action in accordance with the Settlement, which sets forth the terms and  
15 conditions for a proposed settlement upon the terms and conditions set forth therein. (Plaintiff  
16 and Defendant shall be collectively referred to herein as the "Parties"); and

17 WHEREAS, on January 25, 2024, this Court reviewed Named Plaintiff's preliminary  
18 approval motion, the memorandum of points and authorities in support thereof, the declarations  
19 in support thereof, the Settlement Agreement, and the proposed form of Class Notice.

20 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED  
21 THAT:

22 **A. ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT**

23 1. This Order incorporates by reference the definitions in the Settlement attached as  
24 Exhibit 1 to the Declaration of Alexander G.L. Davies in Support of Plaintiff's Motion for  
25 Preliminary Approval of Class Action Settlement and all terms defined therein shall have the same  
26 meaning in this Order.

27 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,  
28 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,

adequate and reasonable when balanced against the probable outcome of further litigation relating to liability and damages issues; (c) sufficient investigation and research have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action; and (e) the Settlement has been reached as the result of non-collusive, arms-length negotiations.

3. With respect to the Class and for purposes of proceeding pursuant to California Code of Civil Procedure § 382 for approval of the Settlement only, the Court finds on a preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims are typical of the Class' claims; (d) class certification is a superior method for implementing the Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representatives can fairly and adequately protect the Class' interests; and (f) Class Counsel are qualified to serve as counsel for the Class.

4. Accordingly, solely for purposes of effectuating this Settlement, this Court conditionally certifies the class for settlement purposes only. The Class Period is January 5, 2018 through March 15, 2021. The Class is defined as follows: "all non-exempt employees employed by Defendants in the State of California at any time during the Class Period."

1. Plaintiff David Paniagua ("Named Plaintiff") is hereby preliminarily appointed and designated, for all purposes, as the class representative and the following attorneys are hereby preliminarily appointed and designated as counsel for the Class ("Class Counsel"): Samuel A. Wong, Kashif Haque, Jessica L. Campbell and Alexander G.L. Davies of the Aegis Law Firm, PC. Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance either personally or through counsel of such individual's own choosing and at such

1 individual's own expense. Any Class Member who does not enter an appearance or appear on his  
2 or her own will be represented by Class Counsel.

3           2.           Should, for whatever reason, the Settlement not become final, the fact that the  
4 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no  
5 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in  
6 a non-settlement context.

7           3.           The Court hereby approves the definition of the Gross Settlement Amount and  
8 Net Settlement Amount, and the calculation of Class Member settlement payments, as set forth in  
9 the Settlement.

10          4.           At the final approval hearing, the Court will determine the amount of Class  
11 Counsel's attorneys' fees and Class Counsel's litigation expenses.

12          5.           The Court preliminarily approves the Enhancement Award to the Named  
13 Plaintiff of up to \$10,000.00.

14          6.           The Court hereby approves, as to form and content, the Class Notice attached  
15 as Exhibit A, to be distributed to Class Members. The Court finds that distribution of the Class  
16 Notice, substantially in the manner and form set forth in the Settlement and this Order, meets the  
17 requirements of due process, is the best notice practicable under the circumstances, and shall  
18 constitute due and sufficient notice to all persons entitled thereto.

19          7.           The Court hereby appoints ILYM Group, Inc., as Settlement Administrator  
20 and hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the  
21 Class Notice, by first class mail using the procedures set forth in the Settlement. Class Members  
22 who wish to participate in the Settlement do not need to respond to the Class Notice.

23          8.           All costs of mailing of the Notice of Settlement, whether foreseen or not,  
24 shall be paid from the Gross Settlement Amount, including the cost of searching for Class  
25 Members' addresses as provided in the Settlement and all other reasonable costs of the Settlement  
26 Administrator, up to \$5,995.00 as provided in the Settlement.

27               9.       Schedule for any objections, requests for exclusion, or claims submission by  
28 class members:

- 1 a. Not later than fifteen (15) days after the Court grants Preliminary Approval of  
2 the Agreement, ~~or by \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.~~, Defendant  
3 will deliver the Class Data to the Administrator, in the form of a Microsoft Excel  
4 spreadsheet.
- 5 b. Using best efforts to perform as soon as possible, and in no event later than  
6 fourteen (14) calendar days after receiving the Class Data, ~~or by \_\_\_\_\_~~  
7 ~~\_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.~~, the Administrator will send to all  
8 Class Members identified in the Class Data, via first-class United States Postal  
9 Service ("USPS") mail, the Class Notice, with Spanish translation, substantially  
10 in the form attached hereto as Exhibit A.
- 11 c. Class Members who wish to exclude themselves (opt-out of) the Settlement Class  
12 must send the Administrator, by fax, email, or mail, a signed written Request for  
13 Exclusion not later than sixty (60) calendar days after the Administrator mails  
14 the Class Notice, by \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.
- 15 d. A Participating Class Member who elects to send a written objection to the  
16 Administrator must do so not later than sixty (60) calendar days after the  
17 Administrator's mailing of the Class Notice, ~~by \_\_\_\_\_ at \_\_\_\_\_~~  
18 ~~\_\_\_\_\_ a.m./p.m.~~
- 19 e. Class Members do not need to submit a claim to participate in the Settlement, but  
20 need to submit any workweek / pay period disputes in writing not later than forty-  
21 five (45) calendar days after the Administrator's mailing of the Class Notice, ~~by \_\_\_\_\_~~  
22 ~~\_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.~~
- 23 f. The deadlines for Class Members' written objections, Challenges to Workweeks  
24 and/or Pay Periods, and Requests for Exclusion will be extended an additional  
25 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class  
26 Notice for all Class Members whose notice is re-mailed.
- 27 10. Any Class Member may choose to opt-out of and be excluded from the Class  
28 as provided in the Class Notice by submitting a written Request for Exclusion to the Settlement

1 Administrator within the time period described therein. Any such person who chooses to opt-out  
2 of and be excluded from the Class will not be entitled to any recovery under the Settlement and will  
3 not be bound by the Settlement or have any right to object, appeal or comment thereon. Class  
4 Members who have not requested exclusion or opted-out shall be Participating Class Members and  
5 bound by all determinations of the Court, the Settlement, and the Final Judgment.

6 11. A Final Fairness and Approval Hearing shall be held before this Court on  
7 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in Department S-26 of the above-entitled Court, located  
8 at 247 West 3rd Street, San Bernardino, CA, 92415. All papers in support of final approval and  
9 related awards for fees and costs must be filed and served at least 16 court days before the final  
10 approval hearing.

11 12. Any Participating Class Member may object to the Settlement by following  
12 the instructions for submitting objections that are set forth in the Settlement and Class Notice, and  
13 may appear at the Final Fairness and Approval Hearing. The Court shall retain final authority with  
14 respect to the consideration and admissibility of any objections. Any Participating Class Member  
15 who objects to the Settlement shall be bound by the order of the Court.

16 13. The Settlement is not a concession or admission, and shall not be used against  
17 Defendant or the other Released Parties, as an admission or indication with respect to any claim of  
18 any fault or omission by Defendant or the other Released Parties. Whether or not the Settlement is  
19 finally approved, neither the Settlement, nor any document, statement, proceeding or conduct  
20 related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as,  
21 offered or admitted in evidence as, received as or deemed to be evidence of a presumption,  
22 concession, indication or admission by the Defendant or the other Released Parties of any liability,  
23 fault, wrongdoing, omission, concession or damage in the Action, or in any other action or  
24 proceeding, except for purposes of enforcing the Settlement once it receives final approval.

25 14. If, for any reason, the Court does not grant final approval of the Class  
26 Settlement, all evidence and proceedings held in connection therewith will be without prejudice  
27 to the status quo ante rights of the parties to the litigation as more specifically set forth in the  
28 Settlement Agreement.

1           15.           Jurisdiction is hereby retained over this Action, the Parties to the Action,  
2 and each of the Class Members for all matters relating to this Action, and this Settlement,  
3 including (without limitation) all matters relating to the administration, interpretation,  
4 effectuation, and/or enforcement of this Settlement and this Order.

5       **B.       ORDER PRELIMINARILY APPROVING THE PAGA SETTLEMENT**

6           16.           The Court preliminarily approves the following representative group of  
7 employees as governed by the PAGA Settlement:

8                        "[A]ll California citizens currently or formerly employed by Defendants as  
9                        a non-exempt employee in the State of California at any time during the  
10                      PAGA Period (March 9, 2019 to March 15, 2021).

11          17.           The Court grants preliminary approval of the PAGA Settlement pursuant to  
12 the terms and conditions contained in the Settlement Agreement. The Court finds that the terms of  
13 the PAGA Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor  
14 Code § 2699(1)(2).

15          18.           At the Final Fairness and Approval Hearing set as provided in Paragraph 14  
16 above, the Court will determine whether to grant final approval of the PAGA Settlement.

17          19.           Because a PAGA action is not a class action, Aggrieved Employees may not  
18 opt out of, or object to, the PAGA Settlement.

19                               \* \* \* \*

20          20.           Pending the Final Approval and Fairness Hearing, all proceedings in this  
21 Action, other than proceedings necessary to carry out or enforce the terms of the Settlement and  
22 this Order, are hereby stayed.

23       ///

24       ///

25       ///

26       ///

27       ///

28       ///

1           21.           The Court reserves the right to adjourn or continue the date of any hearing and  
2 all dates provided for in the Settlement without further notice to Class Members, and retains  
3 jurisdiction to consider all further applications arising out of or connected with the proposed  
4 Settlement.

5  
6 DATED: 1 25, 2024

**Jessica L. Morgan**

Honorable Jessica Morgan  
Judge of the Superior Court