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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

AMANDA MCCAIN, an individual, and
RACHEL MCCAIN, an individual, on behalf
of themselves, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

TRINITY TECHNOLOGY GROUP, INC., a
Virginia corporation; and DOES 1 TO 20,

Defendants.

Case No.: 34-2021-00304751

**~~AMENDED~~ ~~PROPOSED~~ ORDER
GRANTING PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: March 1, 2024

Hearing Time: 9:00 a.m.

Dept. 27

Judge: Hon. Gordon D. Schaber

Date Action Filed: July 22, 2021

FAC: September 27, 2021

Trial Date: None Set

FILED
Superior Court of California
County of Sacramento
03/20/2024
T. Shaddix, Deputy

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2 Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement came
3 before this Court on March 7, 2024, in Department 27, the Honorable Gordon D. Schaber presiding.
4 The Court having considered the papers submitted in support of the application of the Parties,
5 HEREBY ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Joint Stipulation of Class Action Settlement and Release (the
8 "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in Support
9 of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. All terms used herein
10 shall have the same meaning as defined in the Settlement Agreement. The settlement set forth in
11 the Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the Court
12 preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$150,000.00**;
14 b. The Class Representative enhancement payment to named Plaintiffs of \$7,500.00 each, for
15 a total Class Representative enhancement payment of **\$15,000.00**;
16 c. Court approval of attorneys' fees to Class Counsel of up to **\$50,000.00**, representing one-
17 third of the Gross Settlement Amount;
18 d. Litigation costs and expenses of up to \$13,000.00;
19 e. Fees and Costs of the Settlement Administrator of up to **\$15,000.00**;
20 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (*i.e.*, 75%) payable to the California
21 Labor & Workforce Development Agency for its portion of the PAGA penalties.

22 2. The Court has considered the papers in support of the Motion and the Settlement
23 Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified
24 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
25 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
26 requirements; (d) the claims of the Class Representatives are typical of the claims of the proposed
27 Class Members; (e) Class Representatives' counsel has and is able to adequately represent the
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1 proposed Class; (f) the Class Representatives are adequate to represent the Class; and (g) class-
2 wide treatment of this dispute is superior to individual litigation because common issues
3 predominate over individual issues for settlement purposes.

4 3. The Settlement falls within the range of reasonableness and appears to be
5 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
6 and final approval by this Court.

7 4. A final fairness hearing on the question of whether the proposed Settlement,
8 attorneys' fees and costs to Class Counsel, and the Class Representatives' enhancement award
9 should be finally approved as fair, reasonable and adequate as to the members of the Class is
10 scheduled on the date and time set forth in the Implementation Schedule.

11 5. This Court approves, as to form and content, the Notice of Proposed Class Action
12 Settlement ("Class Notice"), in substantially the form attached to the herein as **Exhibit 1**. The
13 Court approves the procedure for Class Members to participate in, to opt out of, and to object to,
14 the Settlement as set forth in the Settlement Agreement.

15 6. The Court directs the mailing of the Class Notice by first class mail to the Class
16 Members in accordance with the Implementation Schedule set forth below. The Court finds the
17 dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
18 Schedule, meet the requirements of due process and provide the best notice practicable under the
19 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

20 7. It is ordered that the Settlement Class is preliminarily certified for settlement
21 purposes only.

22 8. The Court preliminarily certifies for settlement purposes only the Settlement Class
23 defined as follows: All individuals who are or were employed by Defendants as non-exempt
24 employees in California from July 22, 2017, to March 21, 2023. The Class Period is defined as
25 July 22, 2017, to March 21, 2023.

26 9. All Settlement Class members who do not timely opt out will release any and all
27 causes of action, claims, rights, damages, punitive or statutory damages, penalties of any kind,
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liabilities, expenses, and losses arising out of or related to the allegations set forth in the operative complaint and/or PAGA notice to the California Labor and Workforce Development Agency that arose during the Class Period and/or PAGA Period, including claims for: (1) failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194, 1194.2, and 1197.1 and the applicable IWC Wage Order(s); (2) failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to pay all accrued vacation time in violation of Labor Code section 201, 202, and 227.3; (4) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (5) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (6) failure to maintain accurate employment records in violation of Labor Code sections 1174 and 1174.5; (7) failure to pay timely wages during employment in violation of Labor Code sections 204, 210; (8) failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; (9) failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; (10) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (11) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); (12) civil penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); (13) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing; and (14) all claims that could have been alleged based on the factual allegations in this case, along with all related damages and all associated penalties.

10. The Court confirms Plaintiffs Amanda McCain and Rachel McCain as Class Representatives, and Jonathan Melmed, Laura Supanich and Michiko Vartanian of Melmed Law Group P.C. as Class Counsel.

11. The Court appoints Phoenix Settlement Administrators as the Settlement Administrator.

12. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits or admirative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

13. The Court orders the following **Implementation Schedule** for further proceedings:

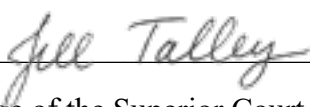
a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 21 days after Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 10 days after Preliminary Approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[60 days after mailing of the Class Notice]
d.	Deadline for Class Members to Submit Any Objections to Settlement	[60 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to File Declaration of Due Diligence and Proof of Mailing	[7 days prior to Motion for Final Approval due date]
f.	Deadline for Class Counsel to File Motion for Final Approval of Settlement, Including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]

g.	Final Approval and Fairness Hearing	August 30, 2024 at 9:00n a.m.

14. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

15. The Court shall retain jurisdiction over the Action for all purposes to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement. **IT IS SO ORDERED.**

Dated: 03/20/2024



 Judge of the Superior Court, County of Sacramento
 Jill Talley