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11 CURTIS WHITE on behalf of himself and all similarly aggrieved employees

12 **SUPERIOR COURT OF CALIFORNIA**
13 **COUNTY OF SAN JOAQUIN**

14 CURTIS WHITE on behalf of himself and
15 all similarly aggrieved employees,

16 Plaintiff,

17 v.

18 CORTECH WEST STAFFING, LLC;
19 THYSENKRUPP MATERIALS NA, INC.;
20 THYSENKRUPP SUPPLY CHAIN
SERVICES NA INC.; TESLA, INC. dba
21 TESLA MOTORS, INC.; and DOES 1
through 50, inclusive,

22 Defendants.

Case No. STK-CV-UOE-2023-0000029

(Assigned to the Hon. Erin Guy Castillo, Dept.
10B)

~~PROPOSED~~ ^{PT} **ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: July 30, 2024,
July 31, 2024,
August 1, 2024,
August 2, 2024, or
August 6, 2024

Time: 9:00 A.M.

Dept.: 10B

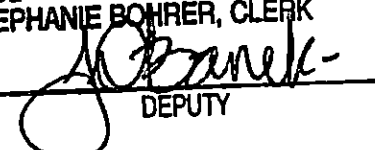
Action Filed: January 3, 2023

Trial Date: None Set

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AUG 07 2024

Filed
STEPHANIE BOHRER, CLERK

By  DEPUTY

1 Plaintiff Curtis White's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class and Representative Action Settlement was filed with the Court on June 25,
3 2024, and a hearing was held before this Court on 8/7, 2024. ~~Appearances for~~
4 ~~Plaintiff and Defendants CorTech West Staffing, LLC, thyssenkrupp Materials NA, Inc.,~~
5 ~~thyssenkrupp Supply Chain Services NA Inc., and Tesla, Inc. (collectively, "Defendants")~~
6 ~~were noted on the record. NO appearances.~~

7 The Court has considered the Joint Stipulation of Class and Representative Action
8 Settlement ("Settlement Agreement") and all other papers filed in this action.

9 NOW THEREFORE, IT IS HEREBY ORDERED:

10 1. This Court grants preliminary approval of the Settlement Agreement between
11 Plaintiff and Defendants filed herewith. The Settlement Agreement appears to be fair,
12 adequate, and reasonable to the Class;

13 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
14 their counsel of record in the Litigation, have reached an agreement to settle the class and
15 PAGA claims in the Litigation as set forth in the Settlement Agreement, on behalf of the Class
16 (as defined below and in the Settlement Agreement).

17 3. The Court hereby conditionally certifies the following Class for settlement
18 purposes only:

19 all current and former non-exempt employees of Defendant
20 thyssenkrupp Supply Chain Services NA, Inc. ("tk Supply") who
21 worked for tk Supply in California at any time during the Class
22 Period and all non-exempt employees of Defendant CorTech West
23 Staffing, LLC ("CorTech") assigned to work at Telsa's Livermore
24 and/or Lathrop, California Production facilities managed by tk
25 Supply at any time during the Class Period (the "Class").

26 Should for whatever reason the settlement not become Final, the fact that the Parties
27 were willing to stipulate to certification of a class as part of the settlement shall have no
28 bearing on, or be admissible in connection with, the Action or the issue of whether a class
should be certified in a non-settlement context.

4. The Court appoints and designates: (a) Plaintiff Curtis White as the Class

1 Representative and (b) B. James Fitzpatrick and Laura L. Franklin of Fitzpatrick & Swanston
2 and Larry W. Lee and Christine S. Lee of Diversity Law Group, P.C. as Class Counsel for the
3 Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or
4 consents required by, or which may be given, pursuant to the Settlement Agreement, and such
5 other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class
6 Member may enter an appearance through his or her own counsel at such Class Member's own
7 expense. Any Class Member who does not enter an appearance or appear on his or her own
8 behalf will be represented by Class Counsel.

9 5. The Court hereby approves the terms and conditions provided for in the
10 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
11 falls within the range of reasonableness of a settlement, including the amount of the PAGA
12 penalties, and appears to be presumptively valid, subject only to any objections that may be
13 raised at the final fairness hearing and final approval by the Court. It appears to the Court on a
14 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
15 Members when balanced against the probable outcome of further litigation relating to liability
16 and damages issues. It also appears that investigation, research, and court proceedings have
17 been conducted so that counsel for the Settling Parties are able to reasonably evaluate their
18 respective positions. It appears to the Court that settlement at this time will avoid substantial
19 additional costs by all Settling Parties, as well as avoid the delay and risks that would be
20 presented by the further prosecution of the Litigation. It also appears that settlement has been
21 reached as a result of intensive, serious, and non-collusive arm's length negotiations.

22 6. A final fairness hearing on the question of whether the proposed Settlement
23 Agreement, the allocation of payments to Participating Class Members, attorneys' fees and
24 costs to Class Counsel, the payment to the Settlement Administrator, the payment to the Labor
25 Workforce & Development Agency, and the Class Representative Service Award should be
26 finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set
27 for January 14, 2025 at 9:00 am in this Court.

28 7. The Court hereby approves, as to form and content, the Notice of Class Action

1 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to
2 the Settlement Agreement. The Court finds that distribution of the Class Notice to Class
3 Members substantially in the manner and form set forth in the Settlement Agreement and this
4 Order meets the requirements of due process and shall constitute due and sufficient notice to
5 all parties entitled thereto.

6 8. The Court appoints and designates Phoenix Settlement Administrators as the
7 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide
8 the approved Class Notice to Class Members pursuant to the procedures set forth in the
9 Settlement Agreement.

10 9. Any Class Member may choose to opt out of and be excluded from the
11 settlement as provided in the Settlement Agreement and Class Notice by following the
12 instructions for requesting exclusion. Any person who timely and properly opts out of the
13 settlement will not be bound by the Settlement Agreement or have any right to object, appeal,
14 or comment thereon. Any Request for Exclusion must be in writing and signed by each such
15 Class Member opting out and must otherwise comply with the requirements delineated in the
16 Class Notice. Class Members who have not requested exclusion by submitting a valid and
17 timely exclusion request, by the Response Deadline, shall be bound by all determinations of
18 the Court, the Settlement Agreement, and Judgment. The Request for Exclusion, however,
19 shall not exclude any PAGA Settlement Employee from the Released PAGA Claims.

20 10. Any Class Member may object to the Settlement Agreement or express his or
21 her views regarding the Settlement Agreement and may present evidence and file briefs or
22 other papers that may be proper and relevant to the issues to be heard and determined by the
23 Court as provided in the Class Notice.

24 11. The Motion for Final Approval shall be filed by the Class Representative no
25 later than sixteen (16) court days before the Settlement Fairness Hearing.

26 12. The Court reserves the right to adjourn or continue the date of the Settlement
27 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice
28 to the Class, and retains jurisdiction to consider all further applications arising out of or

1 connected with the Settlement Agreement.

2 IT IS SO ORDERED.

3
4 DATED: 3/7/24


HON. ~~ERRY GUY CASTILLO~~
SUPERIOR COURT OF CALIFORNIA

6 **BLANCA A. BAÑUELOS**