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CURTIS WHITE on behalf of himself and all similarly aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

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

Plaintiff,

v.

CORTECH WEST STAFFING, LLC;
THYSSENKRUPP MATERIALS NA, INC.;
THYSSENKRUPP SUPPLY CHAIN
SERVICES NA INC.; TESLA, INC. dba
TESLA MOTORS, INC.; and DOES 1
through 50, inclusive,

Defendants.

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

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

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT; AND JUDGMENT**

Date: January 14, 2025

Time: 9:00 A.M.

Dept.: 10B

Action Filed: January 3, 2023

Trial Date: None Set

1 Plaintiff Curtis White and Defendants CorTech West Staffing, LLC, thyssenkrupp
2 Materials NA, Inc., thyssenkrupp Supply Chain Services NA Inc., and Tesla, Inc. (collectively,
3 “Defendants”) (together with Plaintiff, the “Parties”) have entered into the Joint Stipulation of
4 Class and Representative Action Settlement (“Settlement Agreement” or “Agreement”) to
5 settle the above-captioned class action subject to the Court’s approval (the “Settlement”).

6 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
7 and Representative Action Settlement, including approval of a Service Award for Plaintiff and
8 Class Counsel’s application for attorneys’ fees and costs. The Court has read, heard, and
9 considered all the pleadings and documents submitted, and the presentations made in
10 connection with the Motion which came on for hearing on January 14, 2025.

11 **I. BACKGROUND**

12 On October 24, 2022, Plaintiff filed a putative class action against Defendants in the
13 Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-
14 2022-0009807 (the “Class Action”). The Class Action was subsequently removed to the
15 United States District Court, Eastern District of California, Case No. 2:22-CV-02270-WBS-
16 AC.

17 On January 3, 2023, Plaintiff filed a representative action against Defendants in the
18 Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-
19 2023-0000029 (the “PAGA Action”).

20 On May 8, 2024, Plaintiff filed a First Amended Complaint (the “Operative
21 Complaint”), consolidating Plaintiff’s class claims into the PAGA Action (the “Action”).
22 The Operative Complaint alleges claims for: (1) failure to provide meal periods or
23 compensation in lieu thereof (Labor Code §§ 226.7 and 1198; and the Wage Order); (2) failure
24 to provide rest periods or compensation in lieu thereof (Labor Code §§ 226.7 and 1198; and
25 the Wage Order); (3) failure to pay hourly and overtime wages (California Labor Code §§
26 1194 and 1198; and the Wage Order); (4) failure to comply with itemized employee wage
27 statement requirements (California Labor Code §§ 226, 1174 and 1175; and the Wage Order);
28 (5) failure to pay all wages upon termination (California Labor Code §§ 201, 202, and 203;

1 and the Wage Order; (6) violation of Labor Code § 2802; (7) Unfair Business Practices
2 (California Business and Professions Code §§ 17200, *et seq.* and Common Law); and (8)
3 violation of Labor Code § 2698, *et seq.*

4 **A. The Class**

5 The “Class” is defined as “all current and former non-exempt employees of Defendant
6 thyssenkrupp Supply Chain Services NA, Inc. (“tk Supply”) who worked for tk Supply in
7 California at any time during the Class Period and all non-exempt employees of Defendant
8 CorTech West Staffing, LLC (“CorTech”) assigned to work at Telsa’s Livermore and/or
9 Lathrop, California Production facilities managed by tk Supply at any time during the Class
10 Period.” The Class Period is October 24, 2018, through January 28, 2024.

11 **B. Operation of the Settlement**

12 Pursuant to the Preliminary Approval Order dated August 7, 2024, this Court
13 conditionally certified the Class and granted preliminary approval to the Settlement. The
14 Preliminary Approval Order also approved of the proposed form of notice and notice plan. The
15 Court entered the Preliminary Approval Order after review and consideration of all of the
16 pleadings filed in connection herewith and the oral presentations made by counsel at the
17 hearing.

18 In compliance with the Preliminary Approval Order, the Notice of Class Action
19 Settlement (“Class Notice”) was sent to all Class Members via first class mail. The Class
20 Notice was sent to 1,309 individuals and re-mailed to 41 individuals with updated addresses.
21 Zero (0) Class Notices remain undeliverable. The notice process was timely completed and
22 three (3) individual(s) requested exclusion.

23 This Court finds that the Settlement appears to be the product of serious, informed,
24 non-collusive negotiations, has no obvious deficiencies, and does not improperly grant
25 preferential treatment to any individuals. The Court finds that the Settlement was entered into
26 in good faith pursuant to California Code of Civil Procedure § 877.6. The Court further finds
27 that the Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the
28 standards for final approval of a class action settlement under California law. Under the

provisions of California Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

[Q]uestions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to the available methods for the fair and efficient adjudication of the controversy...Fed. R. Civ. Proc. 23.

Certification of a settlement class is the appropriate judicial device under these circumstances.

Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement filed in this case.

2. The Court has jurisdiction over the subject matter of the litigation, the Class Representative, the other members of the Class, PAGA Settlement Employees, and Defendants.

3. The Court finds that the dissemination of the Class Notice as disseminated to the Class Members, constituted the best notice practicable under the circumstances to all persons within the definition of the Class, and fully met the requirements of California law and due process under the United States Constitution.

4. The Court approves the settlement of the above-captioned action, as set forth in the Settlement Agreement, as fair, just, reasonable, and adequate as to the Parties. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

5. Except as otherwise provided in the Settlement Agreement, the Parties are to bear their own costs and attorneys' fees.

6. The Court hereby certifies the following Class for settlement purposes only:

all current and former non-exempt employees of Defendant thyssenkrupp Supply Chain Services NA, Inc. ("tk Supply") who worked for tk Supply in California at any time during the Class Period and all non-exempt employees of Defendant CorTech West Staffing, LLC ("CorTech") assigned to work at Telsa's Livermore

1 and/or Lathrop, California Production facilities managed by tk
2 Supply at any time during the Class Period.

3 Three (3) Class Members submitted a timely and valid Request for Exclusion. The Class
4 Period is October 24, 2018, through January 28, 2024.

5 7. With respect to the Class and for purposes of approving the settlement only and
6 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
7 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
8 questions of law or fact common to the Class, and there is a well-defined community of
9 interest among members of the Class with respect to the subject matter of the claims in the
10 Litigation; (c) the claims of Class Representative are typical of the claims of the members of
11 the Class; (d) the Class Representative has fairly and adequately protected the interests of the
12 members of the Class; (e) a class action is superior to other available methods for an efficient
13 adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*,
14 Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and
15 representative capacity and for the Class.

16 8. Within fourteen (14) business days after the grant of Final Approval of the
17 Settlement, Defendants shall remit to the Qualified Settlement Fund established by the
18 Settlement Administrator the Gross Settlement Amount of Seven Hundred Fifty Thousand
19 Dollars (\$750,000.00), pursuant to the terms of the Settlement Agreement.

20 9. From the Gross Settlement Amount, the Settlement Administrator shall pay:
21 (a) To Class Counsel attorneys' fees in the amount of Two Hundred Fifty
22 Thousand Dollars (\$250,000.00) and reimbursement of actual litigation costs in the amount of
23 Thirteen Thousand Six Hundred Fifty-Three Dollars and Eleven Cents (\$13,653.11);
24 (b) A Service Award to Class Representative Curtis White to reimburse him
25 for his unique services in the amount of Five Thousand Dollars (\$5,000.00);
26 (c) The sum of Seventy-Five Thousand Dollars (\$75,000.00) to the
27 California Labor and Workforce Development Agency for its seventy-five percent (75%)
28 share of PAGA penalties;

1 (d) The sum of Twenty-Five Thousand Dollars (\$25,000.00) to PAGA
2 Settlement Employees for their twenty-five percent (25%) share of PAGA penalties; and

3 (e) the sum of Fifteen Thousand Dollars (\$15,000.00) to the Settlement
4 Administrator, Phoenix Settlement Administrators, for its fees and costs relating to the
5 settlement administration process.

6 10. The Court finds that these amounts are fair and reasonable. The Settlement
7 Administrator is directed to make such payments in accordance with the terms of the
8 Settlement Agreement.

9 11. The Court approves of the Individual Settlement Payment and Individual PAGA
10 Payment amounts, which will be distributed pursuant to the terms of the Settlement
11 Agreement.

12 12. The Court hereby orders the Parties to implement the terms of the Settlement
13 Agreement, including distributing any uncashed settlement payment checks to the designated
14 *cy pres* recipient, Stockton Food Bank.

15 13. All Class Members who did not opt out of the Settlement shall be bound by the
16 Released Claims, as provided in the Settlement Agreement. All PAGA Settlement Employees
17 shall be bound by the Released PAGA Claims, as provided in the Settlement Agreement.

18 14. The Court hereby enters final judgment in this case in accordance with the terms
19 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality
20 of the Settlement or Judgment entered, this Court shall retain exclusive and continuing
21 jurisdiction over the action and the Parties, including all Participating Class Members, for
22 purposes of enforcing and interpreting this Order and the Settlement.

23 **IT IS SO ORDERED AND ADJUDGED.**

24
25 DATED: _____

HON. ERIN GUY CASTILLO
SUPERIOR COURT OF CALIFORNIA