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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

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

Plaintiff,

v.

ROAD MACHINERY, LLC; a Delaware limited
liability company; LEDCOR CMI, INC., a
Nevada corporation; GOLDEN QUEEN MINING
COMPANY, LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

FILED
KERN COUNTY SUPERIOR COURT
11/22/2024

BY Mata, Vanesa
DEPUTY

Case No. BCV-22-102896

CLASS ACTION

*[Assigned for all purposes to T. Mark Smith,
Dept. T-2]*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with concurrently with: Memorandum
of Points and Authorities, Declaration of John
G. Yslas, Declaration of David Wing and
Declaration of Nick Castro]*

FINAL APPROVAL HEARING

Date: November 18, 2024

Time: 8:30 AM

Dept: T-2

1 On June 14, 2024, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiff David Wing (“Plaintiff”) now seeks an order granting final
3 approval of the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement”),
4 attached to the Declaration John G. Yslas in Support of Plaintiff’s Motion for Final Approval
5 of Class Action Settlement as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed
7 and considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of
8 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
9 proceedings had herein, and the absence of any written objections received regarding the
10 proposed settlement, and having reviewed the record in this action, and good cause appearing
11 therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

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

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement, Class Members, and Defendant Road Machinery, LLC (“Defendant”).

17 3. The Court finds and determines that the Settlement Agreement appears to be fair,
18 adequate, and reasonable and therefore meets the requirements for final approval. The Court
19 grants final approval of the Settlement and the Settlement Class based upon the terms set forth
20 in the Settlement Agreement between Plaintiff and Defendant, attached to the Declaration of
21 John G. Yslas in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement
22 as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the settlement subject to the limitations on the requested fees and
25 enhancements as set forth below.

26 5. Plaintiff and all Settlement Class Members (“Participating Class Members”) shall
27 have, by operation of this Final Order and Judgment, fully, finally, and forever released,
28 relinquished, and discharged Defendants from all Released Claims as defined in the Settlement.

1 6. All Participating Class Members, on behalf of themselves and their respective
2 former and present representatives, agents, attorneys, heirs, administrators, successors and assigns,
3 release Released Parties from all claims pled in the Operative Complaints as against Road
4 Machinery, except that with respect to Road Machinery, LLC's employees, the release shall be
5 limited to Road Machinery LLC's direct hires for the time they worked directly for Road
6 Machinery, LLC. (“the Released Claims”).

7 7. The Released Parties means Road Machinery, LLC and each of their former and
8 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
9 successors, assigns, subsidiaries and affiliates except that with respect to Road Machinery, LLC's
10 employees, the release shall be limited to Road Machinery LLC's direct hires for the time they
11 worked directly for Road Machinery, LLC. The Parties agree that this Agreement shall not release
12 Golden Queen Mining Company, LLC from any claims involving Golden Queen Mining
13 Company, LLC's direct hires, and thus shall not in any way affect the plaintiffs' ability to proceed
14 with pursuing any claims in connection with putative class members or allegedly aggrieved
15 employees in the Golden Queen Actions.

16 8. As of the Effective Final Settlement Date, all members of the Settlement Class,
17 except those that make a valid and timely request to be excluded from the Settlement Class and
18 Settlement, waive, release, discharge, and promise never to assert in any forum or otherwise make
19 a claim against any of the Released Parties for any of the Released Claims arising during the
20 Settlement Period. There have been no requests to be excluded from the Settlement Class.

21 9. The Parties shall bear their own respective attorneys' fees and costs, except as
22 otherwise provided for in the Settlement and approved by the Court.

23 10. Solely for purposes of effectuating the settlement, the Court finally certified the
24 following Class: “all non-exempt employees who have been employed by Defendant in California
25 at any time during the Class Period.”

26 11. The Class Period means the period from April 19, 2019, to December 9, 2023.

27 12. No Class Members have objected to the terms of the Settlement.

1 13. The Notice provided to the Class conforms with the requirements of California
2 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
3 by providing individual notice to all Class Members who could be identified through reasonable
4 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
5 therein to the Class Members. The Notice fully satisfies the requirements of due process.

6 14. The Court finds the Settlement Amount, the Net Settlement Amount, and the
7 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
8 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
9 Payments to the Participating Class Members in accordance with the terms of the Joint Stipulation.

10 15. Defendant shall pay a total of \$489,584.06 to resolve this litigation.

11 16. From the Settlement Amount, \$15,000.00 shall be paid to the California Labor and
12 Workforce Development Agency, representing 75% of the penalties awarded under the terms of
13 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act
14 of 2004, California Labor Code section 2698, *et seq.*

15 17. From the Settlement Amount, \$15,000.00 shall be paid to the named Plaintiff for
16 his service as a class representative and for his agreement to release claims.

17 18. From the Settlement Amount, \$6,950.00 shall be paid to the Settlement
18 Administrator ILYM Group, Inc.

19 19. The Court hereby confirms John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, Andrew
20 Sandoval, and Gabriella Solé of Wilshire Law Firm, PLC as Class Counsel.

21 20. From the Settlement Amount, Class Counsel is awarded \$171,354.42 for their
22 reasonable attorneys' fees and \$27,900.00 for their reasonable costs incurred in the Action. The
23 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds
24 that the fees are reasonable in light of the benefit provided to the Class.

25 21. Notice of entry of this Final Approval Order and Judgment shall be given to Class
26 Members by posting a copy of the Final Approval Order and the Judgment on ILYM Group, Inc.'s
27 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
28 Order and Judgment.

22. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

24. The Court sets a ~~Non-Appearance~~ Case Review Re: Filing Final Report for May 29 2025, ~~2024~~ at 8:30 .m. in Department T-2 of the above-entitled Court.

~~25. The Court sets an Order to Show Cause Re: Filing Amended Judgment for _____, 2024 at _____.m. in Department ____ of the above-entitled Court, with a joint statement to be filed five (5) court days before the hearing.~~

IT IS SO ORDERED.

DATE: November 22, 2024



Hon. T. Mark Smith
Kern County Superior Court

Signed: 11/22/2024 03:37 PM