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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SACRAMENTO**

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| Coordination Proceeding Special Title (Rule 3.550)<br><br>**PRIDE INDUSTRIES WAGE AND HOUR CASES** | JCCP No. 5410<br><br>[Assigned for all purposes to the Hon. Jill H. Talley, Dept 8A]<br><br>**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**<br><br>**Reservation No.:** A-05410-001<br>Date: December 4, 2026<br>Time: 9:00 A.M.<br>Dept.: 8A |

**[PROPOSED] ORDER**

The Motion for Preliminary Approval of Class Action Settlement ("Motion") of Plaintiffs Curtis Wooten, Edward Joseph Sturgeon, Darrin Cochran, and Michael Allen (collectively, "Plaintiffs") came on for hearing before this Court, the Honorable Jill H. Talley presiding. The Court, having considered the papers submitted in support of the motion, HEREBY ORDERS AS FOLLOWS:

1. The Court grants preliminary approval to the Joint Stipulation of Class Action Settlement and Release ("Agreement" or "Settlement Agreement"). This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. The Settlement provides for Defendant Pride Industries ("Defendant") to pay the Gross Settlement Amount of Seven Million Dollars ($7,000,000.00). The Court preliminarily finds that the Settlement is fair, adequate, and reasonable to the Class, and preliminarily approves the terms of the Settlement. This preliminary approval is subject to the objections of Class Members and final review by the Court.

3. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m. in Department 8A of the Superior Court of the State of California for the County of Sacramento, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether the Final Approval Order and Judgment should be entered; whether the distribution contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and whether to finally approve the PAGA Settlement Amount, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. The motion for final approval and the motion for award of attorneys' fees and costs shall be filed no later than sixteen (16) court days before the Final Approval Hearing.

4. The Court recognizes that the Plaintiffs and the Defendant stipulate and agree to

certification of the Class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. Whether or not the Settlement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to the Settlement Agreement may be admitted in any proceeding as an admission by Defendant or any of the Released Parties, the Plaintiffs, or any person within the definition of the Class.

5. The Class Period is the period of May 10, 2019, through June 7, 2026. The PAGA Period is the period of May 10, 2022, through June 7, 2026. For settlement purposes only, the Court certifies the following Class: "all persons who work or worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from May 10, 2019, through June 7, 2026."

6. The Court preliminarily approves Plaintiffs Curtis Wooten, Edward Joseph Sturgeon, Darrin Cochran, and Michael Allen as representatives of the Class. The Court preliminarily approves Diversity Law Group, P.C., Polaris Law Group, Lawyers *for* Justice, P.C., and Schneider Wallace Cottrell Kim LLP as counsel for the Class ("Class Counsel").

7. The Settlement Agreement specifies for an award of attorneys' fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount (or $2,450,000.00), an award of litigation expenses not to exceed $100,000.00, and proposed Class Representative Service Payments in an amount not to exceed $10,000.00 each (or $40,000.00 total). While these awards appear to be within the range of reasonableness, the Court will not approve the amount of attorneys' fees and costs until the Final Approval Hearing. Similarly, the Court will not decide the amount of any Class Representative Service Payments until the Final Approval Hearing.

8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement ("Class Notice") attached as **Exhibit A** to the Settlement Agreement and to this Order. The Court finds that the distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court hereby approves on a preliminary basis the Gross

Settlement Amount as provided for in the Settlement Agreement. It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that: investigation and research have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; that settlement at this time will avoid substantial 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 that the Settlement has been reached as the result of intensive, serious and non-collusive, arm's-length negotiations before an experienced mediator.

9. The Court hereby appoints Phoenix Settlement Administrators as Settlement Administrator. Within fifteen (15) business days of preliminary approval of this settlement, Defendant will provide the Class List and Data to the Settlement Administrator. The Settlement Administrator will mail the Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List and Data. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes.

10. Any Class Member may choose to opt out of and be excluded from the Class as provided in the Class Notice by following the instructions for requesting exclusion from the Class that are set forth in the Class Notice. Aggrieved Employees may not opt out of the PAGA portion of the Settlement. All Requests for Exclusion must be submitted within sixty (60) days from the date the Class Notice is first mailed, unless the Class Notice was re-mailed, in which case the Response Deadline is extended by fifteen (15) calendar days. Any such person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the non-PAGA portion of the Settlement or have any right to object, appeal, or comment thereon. Any written request to opt out must comply with the instructions in the Class Notice and be signed by each such person opting out. Class Members who have not validly requested exclusion shall be bound by all determinations of the Court, the

Settlement Agreement, and the Judgment.

11. Any Class Member who has not opted out may appear at the Final Approval Hearing and may object or express their views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice. Class Members will have sixty (60) days from the date the Class Notice is mailed to postmark their written objections to the Settlement Administrator. Class Members who fail to timely submit objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

12. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage.

13. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement.

14. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Settlement Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

**IT IS SO ORDERED.**

Dated: _____ _____

HONORABLE JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT