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

Coordination Proceeding
Special Title (Rule 3.550)

TRINITY SERVICES WAGE AND HOUR
CASES

Judicial Council Coordination No. 5155

Assigned for all purposes to:
Hon. Thomas S. Clark, Dept. 17

Included actions:

**[REVISED PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Castillo v. Trinity Services Group, Inc.

Castillo v. Trinity Services Group, Inc.

Sims, et al. v. Trinity Services Group, Inc

Superior Court of California County of Kern
Case No. BCV-19-101473

Superior Court of California County of Kern
Case No. BCV-19-102626

Superior Court of California County of Fresno
Case No. 20CEG00260

Date: May 15, 2024
Time: 8:30 a.m.
Dept: 17

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the “Action”);

3 WHEREAS, Plaintiffs Andre Castillo, Lucille Sims, Porcha Davis, and Shelly Roberts
4 (“Plaintiffs”), individually and on behalf of all others similarly situated and on behalf of the
5 general public, have applied to this Court for an order preliminarily approving the settlement of
6 the Action in accordance with the Amended Class Action and PAGA Settlement Agreement (the
7 “Settlement” or “Agreement”) entered into by Plaintiffs and Defendant Trinity Services Group,
8 Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”) which sets forth the terms and
9 conditions for a proposed settlement upon the terms and conditions set forth therein;

10 WHEREAS, on May 15, 2024, the Court conducted a hearing on Plaintiffs’ Motion for
11 Preliminary Approval of Class Action Settlement;

12 WHEREAS, the Court has considered Plaintiffs’ Motion for Preliminary Approval of
13 Class Action Settlement, including the Agreement and supporting exhibits; other briefs submitted
14 in this matter; argument of counsel; and all matters presented to this Court;

15 NOW, THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,
16 ADJUDGED, AND DECREED THAT:

17 1. This Order incorporates by reference the definitions in the Settlement attached as
18 Exhibit 2 to the Declaration of Brian J. St. John in Support of Plaintiffs’ Motion for Preliminary
19 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in
20 this Order.

21 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
22 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
23 adequate and reasonable when balanced against the probable outcome of further litigation relating
24 to liability and damages issues; (c) sufficient investigation and research have been conducted such
25 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
26 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
27 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
28 been reached as the result of non-collusive, arms-length negotiations. Therefore, the Court

1 preliminarily approves the Settlement, including all terms and conditions set forth therein,
2 including the Gross and Net Settlement Amounts and allocation of payments.

3 3. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
4 certification of a class for settlement purposes only, which shall not constitute or be construed as a
5 finding by the Court, or an admission on the part of Defendant or any of the Released Parties, of
6 any fault or omission with respect to any claim or that this action is appropriate for class treatment
7 for litigation purposes. Entry of this Order is without prejudice to the rights of Defendant or any of
8 the Released Parties to oppose class certification in this action should the proposed Settlement not
9 be granted final approval. Subject to the foregoing, for purposes of California Code of Civil
10 Procedure § 382 for approval of the settlement only, the Court finds on a preliminary basis that
11 (a) Class Members are ascertainable and so numerous that joinder of all Class Members is
12 impracticable; (b) there are questions of law and fact common to the Class that predominate over
13 any questions affecting only individual Class Members; (c) Plaintiffs' claims are typical of the
14 Class' claims; (d) class certification is a superior method for implementing the Settlement and
15 adjudicating this Action in a fair and efficient manner; (e) the Class Representatives can fairly
16 and adequately protect the Class' interests; and (f) Class Counsel are qualified to serve as counsel
17 for the Class.

18 4. Accordingly, solely for purposes of effectuating this Settlement, this Court
19 hereby conditionally certifies the class for settlement purposes only. The Class is defined as all
20 persons who are employed or have been employed by Defendant in the state of California who
21 worked one or more pay period as a non-exempt employee during the period of May 28, 2015 to
22 March 27, 2023.

23 5. Plaintiffs are hereby preliminarily appointed and designated, for all purposes,
24 as the Class Representatives and the following attorneys are hereby preliminarily appointed and
25 designated as counsel for the Class ("Class Counsel"): Kashif Haque, Samuel A. Wong, Jessica L.
26 Campbell, and Fawn F. Bekam of Aegis Law Firm, PC, Eric B. Kingsley and Liane Katzenstein
27 Ly of Kingsley & Kingsley, APC, and Arby Aiwarzian, Joanna Ghosh, and Brian J. St. John of
28 Lawyers *for* Justice, PC. Class Counsel is authorized to act on behalf of the Class Members with

1 respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and
2 such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter
3 an appearance either personally or through counsel of such individual's own choosing and at such
4 individual's own expense. Any Class Member who does not enter an appearance or appear on his
5 or her own will be represented by Class Counsel.

6 6. Should, for whatever reason, the Settlement not become final, the fact that the
7 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
8 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
9 a non-settlement context.

10 7. The Court hereby preliminarily approves the definition and disposition of the Gross
11 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
12 subject to modification at final approval.

13 8. The Agreement provides for Class Counsel attorneys' fees of \$433,333.37, Class
14 Counsel litigation expenses not to exceed \$37,000.00, and Class Representative Enhancement
15 Award up to \$10,000.00 to each Plaintiff (totalling \$40,000.00). The Court will not approve the
16 amount of any attorneys' fee and costs, nor the amount of any service awards, until the Final
17 Approval Hearing. Plaintiffs will be required to present evidence supporting these requests,
18 including lodestar, prior to final approval.

19 9. The Court hereby approves, as to form and content, the Court Approved Notice of
20 Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached
21 hereto as "**EXHIBIT A**" to be distributed to Class Members pursuant to the terms of the Settlement.
22 The Court finds that the Class Notice appears to fully and accurately inform the Class of all material
23 elements of the proposed Settlement, of the Class Members' right to be excluded from the Class by
24 submitting a written opt out request, and of each Class Member's right and opportunity to object to
25 the Settlement. The Court finds that distribution of the Class Notice, substantially in the manner,
26 form and timeframes set forth in the Settlement and this Order, meets the requirements of due
27 process, is the best notice practicable under the circumstances, and shall constitute due and
28 sufficient notice to all persons entitled thereto.

1 10. The Court hereby appoints Phoenix Settlement Administrators as Settlement
2 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to
3 Class Members the Class Notice using the procedures set forth in the Settlement Agreement. Class
4 Members who wish to participate in the settlement provided for by the Settlement Agreement do
5 not need to respond to the Class Notice.

6 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be
7 paid from the Gross Settlement Amount, including the cost of searching for Class Members'
8 addresses as provided in the Settlement, and all other reasonable costs of the Settlement
9 Administrator up to \$11,750.00 as provided in the Settlement.

10 12. Any Class Member may choose to opt-out of and be excluded from the Class
11 as provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from
12 the Class will not be entitled to any recovery under the Settlement and will not be bound by the
13 Settlement or have any right to object, appeal or comment thereon, except that an Aggrieved
14 Employee will still be paid their allocation of the PAGA Employee Payment and will remain bound
15 by the release of the PAGA Claims regardless of their request for exclusion. Class Members who
16 have not requested exclusion/opted-out shall be Participating Class Members and bound by all
17 determinations of the Court, the Settlement, and the Final Judgment.

18 13. A Final Fairness and Approval Hearing shall be held before this Court on
19 December 12, 2024, at 8:30 a.m. in Department 17 of the Superior Court for the State of California,
20 County of Kern, located at 1415 Truxtun Ave, Bakersfield, CA 93301. All papers in support of
21 final approval and related awards for fees, costs, and Plaintiff's incentive award must be filed and
22 served at least 16 court days before the final approval hearing, plus time for service.

23 14. Any Participating Class Member must object to the Settlement by following
24 the instructions for submitting written objections that are set forth in the Settlement Agreement and
25 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain
26 final authority with respect to the consideration and admissibility of any objections. Any
27 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

28 ///

1 15. The Settlement is not a concession or admission, and shall not be used against
2 the Released Parties, as an admission or indication with respect to any claim of any fault or omission
3 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,
4 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or
5 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
6 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of
7 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other
8 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

9 16. Pending the Final Approval and Fairness Hearing, all proceedings in this
10 Action, other than proceedings necessary to carry out or enforce the terms of the Settlement and
11 this Order, are hereby stayed.

12 17. Jurisdiction is hereby retained over this Action, the Parties to the Action,
13 and each of the Class Members for all matters relating to this Action, and this Settlement,
14 including (without limitation) all matters relating to the administration, interpretation,
15 effectuation, and/or enforcement of this Settlement and this Order.

16 18. The Court reserves the right to adjourn or continue the date of any hearing and
17 all dates provided for in the Settlement without further notice to Class Members, and retains
18 jurisdiction to consider all further applications arising out of or connected with the proposed
19 Settlement.

20
21 DATED: _____

Honorable Thomas S. Clark
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Trinity Services Wage and Hour Cases, Case No. JCCP 5155

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Trinity Services Group, Inc. (abbreviate name; “Trinity” or “Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former Trinity Services Group, Inc. employees Andre Castillo, Lucille Sims, Porcha Davis, and Shelly Roberts (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of non-exempt hourly employees (“Class Members”) who worked for Trinity Services Group, Inc. during the Class Period (May 28, 2015 to [date]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Trinity Services Group, Inc. during the PAGA Period ([May 28, 2018] to [date]) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Trinity to fund Individual Class Payments, and (2) a PAGA Settlement requiring Trinity to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Trinity’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Trinity’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Trinity’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Trinity to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Trinity.

If you worked for Trinity during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Trinity.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Trinity Services Group, Inc., and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Trinity Services Group, Inc. will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Trinity that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Trinity must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [date]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or

	Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Trinity Services Group, Inc. employees. The Action accuses Trinity of violating California labor laws by failing to pay overtime wages, provide meal periods, permit rest breaks, provide accurate itemized wage statements, pay all wages due upon separation of employment, and engaged in unfair business practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Aegis Law Firm, PC and Kingsley & Kingsley, APC, and Lawyers *for* Justice, PC ("Class Counsel.")

Trinity strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Trinity or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Trinity hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Trinity Services Group, Inc. have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Trinity Services Group, Inc. does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Trinity has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Trinity Will Pay \$1,300,000 as the Gross Settlement Amount (Gross Settlement). Trinity has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Trinity will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$433,333.33 (33.33% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$37,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for each Plaintiff for filing the Action (totaling up to \$40,000), working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - C. Up to \$[amount] to the Administrator for services administering the Settlement.
 - D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Trinity are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Trinity will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Trinity have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name [and will irrevocably be lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”). You should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Trinity.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Trinity based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a

Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Trinity have agreed that, in either case, the Settlement will be void: Trinity will not pay any money and Class Members will not release any claims against Trinity.

8. Administrator. The Court has appointed a neutral company, Phoenix Claims Consulting (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Trinity has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Trinity or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, any and all claims involving any alleged failure to pay overtime wages, provide meal periods or premium payments in lieu thereof, permit rest breaks or provide premium payments in lieu thereof, provide accurate itemized wage statements, pay all wages due upon separation of employment, and engaged in unfair business practices. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.ⁱ

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Trinity has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Trinity, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Trinity Services Group, Inc. or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' releases are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action including, any and all claims involving any alleged failure to pay overtime wages, provide meal periods or provide premium payments in lieu thereof, permit rest breaks or provide premium payments in lieu thereof, provide accurate itemized wage statements, pay all wages due upon separation of employment, and engaged in unfair business practices.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Trinity's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Trinity's calculation of Workweeks and/or Pay Periods based on Trinity's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Trinity's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered).
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as "Andre Castillo v. Trinity Services Group, Inc.", and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Trinity are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website **[need details]** or the Court's website **[need details]**.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written**

objections to the Administrator is [date]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action “Andre Castillo v. Trinity Services Group, Inc.” and include your name, current address, telephone number, and approximate dates of employment for Trinity and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on [date] at [time] in Department [17] of the Kern County Superior Court, located at 1215 Truxtun Ave., Bakersfield, CA 93301. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>. Check the Court’s website for the most current information.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website <https://www.kern.courts.ca.gov/online-services/case-information-search> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Trinity and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Kern County Superior Court’s website at <https://www.kern.courts.ca.gov/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.kern.courts.ca.gov/online-services/case-information-search> and entering the Case Number for the Action, Case No. BCV-19-101473 for the Class Action, and BCV-19-102626 for the PAGA Action.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Settlement Administrator:

[Name of Company]

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

WSACTIVE LLP:13832659.1

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On May 16, 2024, I served the foregoing document(s) described as: **[REVISED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on interested parties in this action by Electronic Service as follows:

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Attorneys for Plaintiff Castillo

Chair, Judicial Council of California
Attn: Appellate Court Services
(Civil Case Coordination)
455 Golden Gate Avenue, 5th Floor
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Email: coordination@jud.ca.gov, donna.newman@jud.ca.gov

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the email addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 16, 2024, at Glendale, California.



Isabel Yang