

(SIGNATURE)

EXHIBIT A

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
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Attorneys for Plaintiffs
Lucille Sims, Porcha Davis, Shelly Roberts

[Additional Counsel Listed on Next Page]

FILED
KERN COUNTY SUPERIOR COURT
05/20/2024

BY Evans, Gricelda
DEPUTY

**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

Included actions:

Castillo v. Trinity Services Group, Inc.

Castillo v. Trinity Services Group, Inc.

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

Judicial Council Coordination No. 5155

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

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

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

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

1 Jessica Campbell (jcampbell@aegislawfirm.com)

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6 **KINGSLEY & KINGSLEY, APC**

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7 Encino, CA 91436

8 *Attorneys for Plaintiff Castillo*

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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 Aiwanian, 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.

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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.

Signed: 5/20/2024 11:40 AM

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21 05/20/2024
22 DATED: _____



Honorable Thomas S. Clark
JUDGE OF THE SUPERIOR COURT

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 28, 2024, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

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Chair, Judicial Council of California
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San Francisco, California 94102-3688
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[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 28, 2024, at Glendale, California.



Isabel Yang