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FILED
KERN COUNTY SUPERIOR COURT
11/4/2024
BY Dickey, Leslie
DEPUTY

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

NATHAN ALLEN JOSEPH LOVE,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

MODERN WELDING COMPANY OF
CALIFORNIA, INC.; EXPRESS SERVICES,
INC.; and DOES 1 through 20, inclusive,

Defendant.

Case No. BCV-22-101097

Assigned for All Purposes to:
Judge Gregory Pulskamp
Division J

**AMENDED ~~PROPOSED~~ ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 1, 2024
Time: 8:30 a.m.
Div.: J

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

3 WHEREAS, Plaintiff Nathan Allen Joseph Love through his successors in interest, Sarah
4 Medina and Kayla Tristan (“Named Plaintiff’s Successors”), individually and on behalf of all
5 others similarly situated and on behalf of the general public have applied to this Court for an order
6 preliminarily approving the settlement of the Action in accordance with the Joint Stipulation of
7 Settlement (the “Settlement” or “Agreement”) and the Addendum to Joint Stipulation of
8 Settlement and Class Notice (the “Addendum”) (collectively the “Settlement” or “Agreement”
9 and “Addendum” are referred to as the “Amended Settlement”) entered into by Plaintiff and
10 Defendants Modern Welding Company of California, Inc. and Express Services, Inc.
11 (“Defendants”) which sets forth the terms and conditions for a proposed settlement upon the terms
12 and conditions set forth therein (Plaintiff and Defendants shall be collectively referred to herein
13 as the “Parties”); and

14 WHEREAS, the Court has read and considered Plaintiff’s Motion for Preliminary
15 Approval of Class Action Settlement.

16 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
17 THAT:

18 1. This Order incorporates by reference the definitions in the Settlement attached as
19 Exhibit 1 to the Declaration of Lisa B. Iturriaga in Support of Plaintiff’s Motion for Preliminary
20 Approval of Class Action Settlement, the definitions in the Addendum attached as Exhibit 1 to the
21 Supplemental Declaration of Lisa B. Iturriaga in Support of Plaintiff’s Motion for Preliminary
22 Approval of Class Action Settlement, and all terms defined therein shall have the same meaning in
23 this Order.

24 2. It appears to the Court on a preliminary basis that (a) the Amended Settlement is
25 fair, adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are
26 fair, adequate and reasonable when balanced against the probable outcome of further litigation
27 relating to liability and damages issues; (c) sufficient investigation and research have been
28 conducted such that counsel for the Parties at this time are able to reasonably evaluate their

1 respective positions; (d) settlement at this time will avoid additional costs by all Parties, as well
2 as avoid the delay and risks that would be presented by the further prosecution of the Action; and
3 (e) the Amended Settlement has been reached as the result of non-collusive, arms-length
4 negotiations.

5 3. With respect to the Class and for purposes of proceeding pursuant to California
6 Code of Civil Procedure § 382 for approval of the Amended Settlement only, the Court finds on
7 a preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all
8 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
9 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims
10 are typical of the Class' claims; (d) class certification is a superior method for implementing the
11 Amended Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class
12 Representative can fairly and adequately protect the Class' interests; and (f) Class Counsel are
13 qualified to serve as counsel for the Class.

14 4. Accordingly, solely for purposes of effectuating this Amended Settlement, this
15 Court hereby conditionally certifies the class for settlement purposes only. The Class is defined as
16 all hourly, non-exempt employees employed by Defendants in California at any time from
17 November 7, 2017 through May 1, 2024.

18 5. Plaintiff Nathan Allen Joseph Love through his successors in interest, Sarah
19 Medina and Kayla Tristan ("Named Plaintiff's Successors") is hereby preliminarily appointed and
20 designated, for all purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC
21 are hereby preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class
22 Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents
23 required by, or which may be given pursuant to, the Amended Settlement, and such other acts
24 reasonably necessary to consummate the Amended Settlement. Any Class Member may enter an
25 appearance either personally or through counsel of such individual's own choosing and at such
26 individual's own expense. Any Class Member who does not enter an appearance or appear on his
27 or her own will be represented by Class Counsel.

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

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

8 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to one-
9 third of the Gross Settlement Amount, Class Counsel litigation expenses not to exceed \$20,000.00,
10 an Incentive Award up to \$5,000 to each of Plaintiff Nathan Love's successors in interest, Sarah
11 Medina and Kayla Tristan, payment to the LWDA in the amount of \$18,750.00, and costs of
12 administration not to exceed \$5,000.00, subject to final approval.

13 9. The Court hereby approves, as to form and content, the Class Notice, to be
14 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in
15 the manner and form set forth in the Amended Settlement and this Order, meets the requirements
16 of due process, is the best notice practicable under the circumstances, and shall constitute due and
17 sufficient notice to all persons entitled thereto.

18 10. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator and
19 hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the
20 Class Notice using the procedures set forth in the Amended Settlement. Class Members who wish
21 to participate in the settlement provided for by the Amended Settlement Agreement do not need to
22 respond to the Class Notice.

23 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
24 from the Class Settlement Amount, including the cost of searching for Class Members' addresses
25 as provided in the Amended Settlement, and all other reasonable costs of the Settlement
26 Administrator up to \$5,000.00 as provided in the Amended Settlement.

27 12. Any Class Member may choose to opt-out of and be excluded from the Class as
28 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the

1 Class will not be entitled to any recovery under the Amended Settlement and will not be bound by
2 the Amended Settlement or have any right to object, appeal or comment thereon. Class Members
3 who have not requested exclusion/opted-out shall be Participating Class Members and bound by all
4 determinations of the Court, the Amended Settlement and the Final Judgment.

5 13. A Final Fairness and Approval Hearing shall be held before this Court on **March**
6 **21, 2025 at 8:30 a.m.** in Division J of the Superior Court for the State of California, County of
7 Kern, located at 1215 Truxtun Avenue, Bakersfield, California 93301. All papers in support of
8 final approval and related awards for fees, costs, and Plaintiff's enhancement award must be filed
9 and served at least 16 court days before the final approval hearing.

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

16 15. The Amended Settlement is not a concession or admission, and shall not be used
17 against the Released Parties, as an admission or indication with respect to any claim of any fault or
18 omission by the Released Parties. Whether or not the Amended Settlement is finally approved,
19 neither the Amended Settlement, nor any document, statement, proceeding or conduct related to the
20 Amended Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered
21 or admitted in evidence as, received as or deemed to be evidence of a presumption, concession,
22 indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or
23 damage in the Action, or in any other action or proceeding, except for purposes of enforcing the
24 Amended Settlement once it receives final approval.

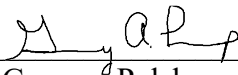
25 16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
26 other than proceedings necessary to carry out or enforce the terms of the Amended Settlement, and
27 this Order, are hereby stayed.
28

1 17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
2 of the Class Members for all matters relating to this Action, and this Amended Settlement,
3 including (without limitation) all matters relating to the administration, interpretation,
4 effectuation, and/or enforcement of this Amended Settlement and this Order.

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

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10 DATED: Signed: 11/4/2024 09:44 AM

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Honorable Gregory Pulskamp
JUDGE OF THE SUPERIOR COURT