

FILED
KERN COUNTY SUPERIOR COURT
09/22/2022

BY Villalon, Maribel
DEPUTY

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

16 MIKE JURADO, as an individual and on
17 behalf of all others similarly situated,
18
19 Plaintiff,

20 vs.

21 KANN ENTERPRISES, INC., an Illinois
22 corporation; TRIUNE LOGISTICS, LLC, an
23 Illinois limited liability company; and DOES 1
24 through 100, inclusive,
25
26 Defendants.

Case No. BCV-19-100066

[Assigned for All Purposes to Hon. Bernard C.
Barmann, Jr.]

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

Date: September 22, 2022
Time: 8:30 a.m.
Division: H

Action Filed: January 9, 2019
Trial: None set

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25 Attorneys for Plaintiff ELIGIO CASTRO CAMACHO

1 The Motion of Plaintiffs Mike Jurado and Eligio Castro Camacho (“Plaintiffs”) for Preliminary
2 Approval of Class Action Settlement came on regularly for hearing before this Court on September 22,
3 2022 at 8:30 a.m. The Court, having considered the proposed Class Action and PAGA Settlement
4 Agreement (the “Settlement”), attached as Exhibit 2 to the Declaration of Scott M. Lidman filed
5 concurrently with the Motion; having considered Plaintiff’s Motion for Preliminary Approval of Class
6 Action Settlement, Memorandum of Points and Authorities in support thereof, and supporting
7 declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

8 1. The Court GRANTS preliminary approval of the class action and PAGA settlement as
9 set forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
10 that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes of the
11 Settlement only, the Court finds that the proposed Settlement Class is ascertainable and that there are a
12 sufficiently well-defined community of interest among the members of the Settlement Class in
13 questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional
14 certification of the following Settlement Class:

15 All Kann Enterprises, Inc. current and former non-exempt workers paid on
16 an hourly or piece-rate basis and employed in California at any time during
17 the period of January 9, 2015, up to and including Preliminary Approval of
18 the Settlement by the Court.

19 2. For purposes of the Settlement, the Court designates named Plaintiffs Mike Jurado and
20 Eligio Castro Camacho as Class Representatives, and Scott M. Lidman, Elizabeth Nguyen, and Milan
21 Moore of Lidman Law, APC, Paul Haines of Haines Law Group, APC, Matthew J. Matern and Mikael
22 H. Stahle of Matern Law Group, P.C., and Brandon J. Sweeney of the Sweeney Law Firm as Class
23 Counsel.

24 3. The Court recognizes that certification under this Order is for *settlement purposes only*,
25 and shall not constitute or be construed as a finding by the Court, or an admission on the part of
26 Defendants, that this action is appropriate for class or PAGA treatment for litigation purposes. Entry of
27 this Order is without prejudice to the rights of Defendants to oppose class certification in this action,
28 should the proposed Settlement not be granted full and final approval.

4. The Court designates Phoenix Settlement Administrators as the third-party Settlement

1 Administrator for mailing notices.

2 5. The Court hereby preliminarily approves the Gross Settlement Amount (“GSA”) of
3 \$194,000.00 payable only by Defendants Kann Enterprises, Inc., Wilde Management Group, LLC,
4 Personnel Staffing Group, LLC, and Triune Logistics, LLC. The Court preliminarily approves that
5 Tireco, Inc. is not obligated to make any contribution to the GSA pursuant to the terms of the Settlement.
6 The GSA includes (i) all payments to the Aggrieved Employees and Class Members; (ii) Plaintiffs’
7 counsel’s attorneys’ fees and costs; (iii) payment for the PAGA settlement; (iv) the costs of
8 administration of the settlement; (v) enhancement payments to Plaintiffs subject to Court approval; and
9 (vi) all payroll taxes and taxes payable to federal and state tax authorities as the result of this Settlement.

10 6. It appears to the Court on a preliminary basis that:

- 11 a. The settlement amount is fair and reasonable to all Class Members and Aggrieved
12 Employees when balanced against the probable outcome of further litigation
13 relating to liability and damages issues;
- 14 b. Extensive and costly investigation and research have been conducted such that
15 counsel for the Parties at this time are reasonably able to evaluate their respective
16 positions;
- 17 c. Settlement at this time will avoid additional substantial costs, such as those that
18 have already been incurred by the Parties, as well as avoid the delay and risks that
19 would be presented by the further prosecution of this litigation; and
- 20 d. The proposed settlement has been reached as the result of intensive, serious, and
21 non-collusive arm’s-length negotiations

22 7. The Court approves, as to form and content, the Class Notice (which is comprised of the
23 Notice of Pendency of Class Action and Settlement and Notice of Individual Settlement Payment) which
24 is attached to the Settlement as Exhibit A.

25 8. The Court finds that the form of notice to the Settlement Class regarding the pendency of
26 the action and of the Settlement, and the methods of giving notice to members of the Settlement Class,
27 constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient
28 notice to all members of the Settlement Class. The form and method of giving notice complies fully

1 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
2 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
3 other applicable law.

4 9. The Court further approves the procedures for Class Members to opt out of or object to
5 the Settlement, as set forth in the Class Notice.

6 10. The procedures and requirements for filing objections in connection with the Final
7 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
8 presentation of any Class Member's objection to the Settlement, in accordance with the due process
9 rights of all Class Members.

10 11. The Court directs the Settlement Administrator to mail the Class Notice to the members
11 of the Settlement Class in accordance with the terms of the Settlement.

12 12. The Class Notice shall provide at least 45 calendar days' notice for members of the
13 Settlement Class to opt out of, or object to, the Settlement.

14 13. The Final ^{Approval} ~~Fairness~~ Hearing on the question of whether the Settlement should be finally
15 approved as fair, reasonable, and adequate is scheduled in Division H of this Court, located at 1215
16 Truxtun Avenue, Bakersfield, California 93301 on February 7, ²⁰²³ ~~2022~~ at 8:30 a.m./p.m.

17 14. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should
18 be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment
19 granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for
20 reasonable attorneys' fees, reimbursement of litigation expenses, enhancement payments to Plaintiffs,
21 and payment to the Labor and Workforce Development Agency ("LWDA") for penalties under the
22 Labor Code Private Attorneys General Act ("PAGA") should be granted.

23 15. Counsel for the parties shall file memoranda, declarations, or other statements and
24 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
25 expenses, Plaintiffs' enhancement payments, settlement administration costs, and payment to the LWDA
26 for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of
27 Civil Procedure and the California Rules of Court.

1 16. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	20 calendar days after issuance of the preliminary approval order
Settlement Administrator to mail Class Notices to Class Members	14 calendar days after receiving Class Information from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	45 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement:	
Approval Final Fairness Hearing:	February 7, 2023 2022

11 17. Pending the Final Fairness Hearing, all proceedings in this action, other than
12 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order,
13 are stayed.

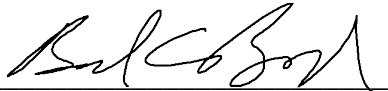
14 18. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
15 connection with the administration of the Settlement which are not materially inconsistent with either
16 this Order or the terms of the Settlement.

17 19. Nothing in this Order or the Settlement shall be construed as an admission or concession
18 by any party. The Settlement and this Order simply represent an effort to compromise and resolve
19 disputed allegations.

20 20. If, for any reason, the Court does not grant final approval of the Settlement, all evidence
21 and proceedings held in connection with this preliminary and final approval will be without prejudice
22 to the status quo ante rights of the parties to the litigation as more specifically set forth in the Settlement
23 Agreement.

24 **IT IS SO ORDERED.**

25
26
27 Dated: Signed: 9/22/2022 09:19 AM _____, 2022

28 
Honorable Bernard C. Barmann, Jr.
Judge of the Superior Court BCV-19-100066