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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
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11 ALEX W. SMITH, individually, and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.
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16 NORTH WIND SERVICES, LLC an Alaska
17 limited liability company; LAWRENCE
18 LIVERMORE NATIONAL SECURITY,
19 LLC, a Delaware limited liability company;
20 and DOES 1 through 10, inclusive,

21 Defendants.
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Case No.: 3:25-cv-03793-RFL

(Consolidated with Case Nos. 3:25-cv-07931-RFL and 3:25-cv-07935-RFL; Removed from Alameda County Superior Court, Case No. 25CV113668)

Assigned for All Purposes to:
Hon. Rita F. Lin, Courtroom 4

~~REVISED PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA REPRESENTATIVE
SETTLEMENT

Hearing Information:

Date: September 15, 2026
Time: 10:00 a.m.
Courtroom: 4

1 The Motion for Preliminary Approval of Class and PAGA Representative Action
2 Settlement, filed by Plaintiff Alex W. Smith (“Plaintiff”), came on for hearing regularly in
3 Courtroom 4 of the above captioned court, the Honorable Rita F. Lin presiding, on September
4 15, 2026. Defendant North Wind Services, LLC (“Defendant”) (together with Plaintiff, “the
5 Parties”), does not oppose the motion. Having reviewed the papers and documents presented,
6 having heard the statements of counsel, and having considered the matter, the Court HEREBY
7 ORDERS THE FOLLOWING:

8 1. The Court hereby GRANTS preliminary approval of the terms and conditions
9 contained in the Settlement, attached to the Supplemental Declaration of Andrew D. Weaver in
10 Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Representative
11 Action Settlement as **Exhibit A**. The Court preliminarily finds that the terms of the Settlement
12 appear to be within the range of possible approval, pursuant to Federal Rule of Civil Procedure
13 23 and applicable law.

14 2. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
15 reasonable when balanced against the probable outcome of further litigation relating to class
16 certification, liability and damages issues, and potential appeals; (2) sufficient discovery,
17 investigation, research, and litigation have been conducted such that counsel for the Parties at this
18 time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid
19 substantial costs, delay, and risks that would be presented by the further prosecution of the
20 litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and
21 non-collusive negotiations between the Parties. Accordingly, the Court preliminarily finds that the
22 Settlement was entered into in good faith.

23 3. The Court hereby GRANTS conditional certification of the provisional
24 Settlement Class, in accordance with the Settlement, for the purposes of this Settlement only. The
25 Settlement Class is defined as all current and former non-exempt hourly employees of North Wind
26 Services, LLC who performed services for Lawrence Livermore National Security, LLC in
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1 California during the Class Period, which is defined in the Settlement as the period from February
 2 28, 2021, through the date of preliminary approval by the Court.

3 4. The Court hereby authorizes the retention of Apex Class Action, LLC as
 4 Settlement Administrator for the purpose of the Settlement, with reasonable administration costs.

5 5. The Court hereby conditionally appoints The Sentinel Firm as Counsel for the
 6 Class.

7 6. The Court hereby APPROVES the Revised Class Notice (the “Notice”) attached
 8 to the Settlement as **Exhibit 1**. The Court finds that the Class Notice, along with the related
 9 notification procedure contemplated by the Settlement, constitute the best notice practicable under
 10 the circumstances and are in full compliance with the applicable laws and the requirements of due
 11 process. The Court further finds that the Notice appears to fully and accurately inform the
 12 Members of the Class of all material elements of the proposed Settlement, of their right to be
 13 excluded from the Settlement, and of their right and opportunity to object to the Settlement.

14 7. The Court hereby authorizes dissemination of the Class Notice to the Class.
 15 Subject to the terms of the Settlement, the Class Notice shall be mailed via first-class mail to the
 16 most recent known address of each Class Member within the timeframe specified in the
 17 Settlement. The Parties are authorized to make non-substantive changes to the proposed Class
 18 Notice that are consistent with the terms of the Settlement and this Order. Prior to mailing the
 19 Class Notice, the Settlement Administrator shall determine whether the modification provisions
 20 contained in Section 3.06 of the Agreement have triggered and promptly notify the Parties. In the
 21 event the Parties are informed by the Settlement Administrator that the provisions of Section 3.06
 22 have triggered and thus modify the Class Period or Gross Settlement Amount, the Settlement
 23 Administrator shall not mail the Class Notice to the Class, and instead, the Parties are directed to
 24 jointly file a stipulation to amend this Order to reflect these modifications, as well as to submit a
 25 revised Class Notice which apprise the Class of any modifications.

26 8. The Court hereby APPROVES the proposed procedure for Members of the Class
 27 to request exclusion from the Settlement, which is to submit a written statement by mail or email
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1 requesting exclusion to the Settlement Administrator during the time period permitted under the
 2 Settlement. Any Members of the Class who timely submit a written exclusion shall not be a
 3 member of the Class, shall be barred from participating in the Settlement, and shall receive no
 4 benefit from the Settlement.

5 9. Class Counsel's requests for attorneys' fees in the amount of 33 and 1/3% of the
 6 Gross Settlement Amount, or \$450,000.00, plus their costs up to \$30,000.00, which will be heard
 7 at the time of the final fairness hearing. Plaintiff's Motion for Attorney's Fees in connection with
 8 the Settlement shall be filed at least 35 days prior to the Objection Deadline as set forth below.

9 10. The Court ORDERS that Class Counsel shall file a Motion for Final Approval of
 10 the Settlement. The Motion for Final Approval shall include the filing declarations by counsel and
 11 the third-party administrator verifying proper service of Class Notice, and receipt of filing of
 12 written objections, as well as declarations and briefs in support of the requested fee and cost award
 13 and all other deductions. If any written objection is received, any responses to such objections
 14 shall be made within the Motion for Final Approval.

15 11. The Court further ORDERS that each Member of Class shall be given a full
 16 opportunity to object to the Settlement and request for attorneys' fees, and to participate at a Final
 17 Fairness and Approval Hearing, which the Court sets to commence on **February 2, 2027, at 10:00**
 18 **a.m.** in Courtroom 4 of the United States District Court, Northern District of California. Any
 19 Class Member seeking to object to the proposed Settlement must file their objection in writing
 20 with the Court and in accordance with Federal Rule of Civil Procedure 23(e)(5). Objections may
 21 be either filed electronically or in person at any location of the United States District Court for the
 22 Northern District of California. **Class members may attend the hearing in person or may appear**
 23 **via Zoom. The Zoom link may be accessed via at <https://cand.uscourts.gov/judges/rfl/lin-rita-f>.**

24 12. Accordingly, GOOD CAUSE APPEARING, the Court hereby APPROVES the
 25 proposed Class Notice **as modified in the attached** and the proposed notice process, and adopts
 26 the following dates and deadlines:

Date of Preliminary Approval of the Settlement	September 15, 2026
Deadline for Defendant to provide the Administrator with Class List (Settlement Agreement, ¶ 3.03)	Within 21 days after Preliminary Approval
Deadline for Administrator to mail the Class Notice to Class Members (Settlement Agreement, ¶ 3.03)	Within 10 calendar days of receiving the Class List
Deadline for Settlement Class Members to opt-out or file objections to the Settlement (Settlement Agreement, ¶ 3.03)	Within 60 days from the date of initial mailing (“Objection Deadline”)
Deadline for Administrator to provide Class Counsel and Defense Counsel with a declaration attesting to: completion of the notice process, including any attempts to obtain valid mailing addresses and objections that the Administrator received (Settlement Agreement, ¶ 3.03)	No later than 30 days prior to the Final Fairness and Approval Hearing
Deadline for filing Motion for Attorneys’ Fees (U.S. Dist. Ct., N.D. Cal., Standing Order for Civil Cases Before Judge Rita F. Lin, at 10-11.)	At least 35 days before the Objection Deadline
Deadline for filing Motion for Final Approval (U.S. Dist. Ct., N.D. Cal., Civil Local Rule 7-2(a))	At least 35 days before the Final Fairness and Approval Hearing
Final Fairness and Approval Hearing	February 2, 2027, at 10:00 a.m.
Effective Date (Settlement Agreement, ¶ p)	The later of the following: (i) if there are no objections to the Settlement, then the sixty-first (61st) day after service of notice of entry of the Judgment entered by the Court; (ii) if there are objections to the Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-first (61st) day after service of notice of entry of the Judgment; or (iii) if an appeal, review or writ is sought from the Judgment, the date upon which all appellate and/or other proceedings

	resulting from the appeal, review or writ have been finally terminated in such a manner as to permit the Judgment to take effect in substantially the form described herein.
Deadline for Defendant to deposit the Gross Settlement Amount (Settlement Agreement, ¶ 3.06(a))	Within 15 days of the Effective Date of the Settlement
Deadline for Administrator to make all payments due under the Settlement (Settlement Agreement, ¶ 3.06(a))	Within 14 calendar days of receiving the Deposit of Gross Settlement Amount from Defendant
Check-cashing deadline (Settlement Agreement, ¶ e)	180 days after the date each of the Individual Settlement Payment checks are issued
Post-Distribution Accounting (U.S. Dist. Ct., N.D. Cal., Standing Order for Civil Cases Before Judge Rita F. Lin, at 11.)	Within 21 days after the settlement funds have been fully distributed to class members (but before distribution to cy pres recipients), class counsel will be required to file a Post-Distribution Accounting, as described in the Northern District's Procedural Guidance for Class Action Settlements.

13. The Court further ORDERS that, pending further order of this Court, all proceedings in the Action, except those contemplated herein and in the Settlement, are stayed, and all deadlines are vacated.

14. If for any reason the Court does not execute and file a Final Approval Order and Judgment, the proposed Settlement subject to this Order and all evidence and proceedings had in connection with the Settlement shall be null and void.

15. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn or continue the Final Approval hearing without further notice to the Class.

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IT IS SO ORDERED.


Hon. Rita F. Lin
United States District Judge,
Northern District of California