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Attorneys for Plaintiff

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

KATHERINE KIRKPATRICK,
individually, on behalf of all others
similarly situated, and as a representative
of other aggrieved employees,

Plaintiff,

vs.

AMERICAN FIREGLASS, INC., a
California Corporation; and DOES 1
through 250, inclusive,

Defendants.

Case No.: RIC1503312

Assigned for all purposes to:
Hon. Craig R. Riemer

CLASS ACTION

~~PROPOSED~~ FINAL ORDER AND
JUDGMENT APPROVING CLASS ACTION
SETTLEMENT

RES71944

Date: November 21, 2017
Time: 8:30 a.m.
Dept.: 5

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 07 2017

S. Salazar

ORDER

1
2 1. On November 21, 2017, at 8:30 a.m. in Department 5, the Court the court heard
3 Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion") and
4 Motion for Attorney's Fees and Costs. GOOD CAUSE appearing, IT IS HEREBY ORDERED
5 that the Motions are GRANTED as follows:

6 2. The Court gives Final Approval to the Settlement as fair, reasonable, and
7 adequate as to each of the Parties, and consistent and in compliance with California law, and
8 directs the Parties and their counsel to implement and consummate the Settlement Agreement in
9 accordance with its terms and provisions. The relief with respect to the Class is appropriate, as
10 to the individual members of the Class and as a whole.

11 3. The Court finds that the notice program implemented pursuant to the Settlement
12 Agreement (i) constituted appropriate notice, (ii) was reasonably calculated, under the
13 circumstances, to apprise members of the Class of the pendency of the Litigation, their right to
14 object or exclude themselves from the proposed Settlement, and to appear at the Final Approval
15 Hearing, and their right to seek monetary and other relief, (iii) was reasonable and constituted
16 due, adequate and sufficient notice to all persons entitled to receive notice, and (iv) met
17 applicable requirements of due process.

18 4. Solely for the purposes of effectuating the Settlement, this Court has concluded
19 that certification of the class is appropriate and hereby certifies the Class as defined below (and
20 in the Settlement Agreement) and further concludes that this definition is sufficient for purposes
21 of California Rules of Court 3.765(a) and 3.771 and that the Settlement Agreement is binding on
22 all Class Members, as defined below:

23 All non-exempt individuals, both direct hire and temporary, employed by Defendant in
24 the State of California during any portion of the Class Period.¹

25
26 _____
27 ¹ As noted in the Motion, the parties propose that this exclude the 26 employees
28 who worked at Defendant through a temp agency and did not receive the Notice of Settlement
packet because the temp agency refused to provide contact information (as well as of course
the one employee who opted out of the settlement).

1 As approved by the Court at the November 21, 2017 hearing, this Class does not include
2 the following temporary employees who did not receive notice of the Class Action Settlement
3 and for whom Defendant has stipulated will not be part of the Class or bound by the Settlement
4 Agreement: Lui Afusia, Robert Aguirre, Jocelyne Baca, Richard Bahena, Richard Bingman,
5 Benjamin Brito, Kelly Butcher, Armando Carreon, Jose Cervantez, Jesus Cruz, Johnny Felipe,
6 Gary Galgano, Alejandro Garcia, Claudia Gonzalez, Brandon Hernandez, Sergio Lopez,
7 Enrique Maqueda, Victor Pereira, Michael Ramirez, Helen Richards, Sara Silveroli, Donald
8 Strothers, Ulita Uata, Edith Ugarte, Lauro Vazquez and Joxelin Venegas ("Excluded Temporary
9 Employees"). Peter Duysings, who chose to opt out opt-out of the settlement, is also not a
10 member of the Class and will not be bound by the Settlement Agreement.

11 5. The Court finds that Plaintiffs and Class Counsel adequately represented the
12 Class for the purpose of entering into and implementing the Settlement.

13 6. The Court finds no objections were submitted to the Settlement.

14 7. The Court adjudges that upon the Effective Date Plaintiffs and the Class
15 Members have fully, finally, and conclusively compromised, settled, discharged, ~~dismissed~~ and *OK*
16 released any and all Released Claims as provided in the Settlement Agreement. Nothing in this
17 Final Order nor any aspect of this Settlement is to be offered as evidence of, or construed or
18 deemed as an admission of, liability, culpability, negligence, or wrongdoing on the party of any
19 Defendants or their employees or agents. Without limiting the generality of the foregoing,
20 nothing in this Final Order or the settlement shall be offered or construed as an admission or
21 evidence of the propriety or feasibility of certifying a class in this lawsuit or any other action for
22 adversarial rather than settlement purposes and nothing herein shall be offered or construed as
23 an admission or evidence of impropriety or wrongdoing by Defendants.

24 8. The Court approves Class Counsel's request for Attorney's Fees of ^{12,500}~~\$15,400~~ and *OK*
25 Costs in the amount of \$7,000. The attorney's fees and litigation expenses shall be paid in
26 accordance with the Settlement. The Parties are to bear their own attorney's fees and costs
27 except as otherwise provided in this paragraph.
28

1 9. The Court further approves payment of a service award in an amount of ⁴⁵⁰⁰~~\$7,500~~
2 to the class representative Katherine Kirkpatrick. These payments are to come out of the Gross
3 Settlement Amount in recognition of her services on behalf of the Class in this Action, which is
4 in addition to her payment as a participating Class Member. The service award will be paid in
5 accordance with the terms of the Settlement.

6 10. The Court approves the Claims Administration Fee of \$6,000, to be paid to
7 Simpluris, Inc. out of the Gross Settlement Fund.

8 11. The Court approves the LWDA Payment in the amount of \$1,000, with \$750
9 going to the LWDA and \$250 to be included within the Net Settlement Fund.

10 12. The Court approves the payments to the Participating Class Members according
11 to the terms of the Settlement Agreement and the Final Approval Order and Judgment. Upon
12 the Effective Date, the Plaintiff and all members of the Settlement Class, shall have, by
13 operation of this Order and Judgment, finally, and forever released, relinquished, and discharged
14 Defendant from all claims as defined by the Settlement Agreement, unless the Class Member
15 submitted an Opt-Out form. This release does not apply to the Excluded Temporary
16 Employees and Peter Duysings, who as noted above are not bound by the Settlement
17 Agreement.

18 13. Without affecting the finality of the Final Order for purposes of appeal, the Court
19 reserves jurisdiction over the Parties as to all matters relating to the administration, enforcement,
20 and interpretation of the terms of the Settlement Agreement and the Final Order and for any
21 other necessary purposes.


22 14. This document shall constitute a Judgment for purposes of California Rule of
23 Court 3.769(h). The Parties are ordered to cause a copy of this Order and Judgment to be posted
24 by the Settlement Administrator, Simpluris, Inc., on its website, in order to provide notice to the
25 Class as required by California Rule of Court 3.771(b)

26 15. The Court sets the following deadline for a report to be filed with the Court
27 concerning "the total amount that was actually paid to the class members": July 16, 2018. The
28

1 Court also sets a final accounting hearing on, July 23, 2018 at 8:30 a.m., regarding the
2 distribution and final accounting of the settlement funds.

3
4 **IT IS SO ORDERED.**

5
6 Dated: December 5, 2017

7 
8 Hon. Craig G. Riemer
9 Riverside County Superior Court Judge

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