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Attorneys for Plaintiffs MARIE DEMARTINI, and JOSE SOTO
on behalf of themselves and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN**

MARIE DEMARTINI, WILLIE
AUSTIN, JR., and JOSE SOTO, on
behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

SAFELITE FULFILLMENT, INC.,
DBA SAFELITE AUTO GLASS, a
Delaware Corporation; SAFELITE
SOLUTIONS, LLC, a Delaware
Corporation; BARRETT BUSINESS
SERVICES, INC., a Maryland
Corporation; and DOES 1-50, inclusive,

Defendants.

Case No. CIV20002076

Assigned for All Purposes To:
Hon. Sheila Lichtblau
Dept. H

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AGREEMENT AND
ENTRY OF JUDGMENT**

Date: January 22, 2025
Time: 1:30 p.m.
Dept.: Courtroom H

1 This matter came before the Court for hearing on Plaintiffs' Motion for Final Approval of
2 a Class Action Settlement Agreement and Award of Attorneys' Fees, Costs, and Class
3 Representative Service Award. The Court considered the proposed Class Action Settlement
4 Agreement ("Settlement") attached hereto as **Exhibit 1**, the submissions of counsel, and all other
5 papers filed in this action. This matter having been submitted, and good cause appearing
6 therefore, this Court **HEREBY FINDS THAT:**

7 1. This Court adopts and incorporates by reference the terms and conditions of the
8 Settlement, together with the definitions and terms used and contained therein.

9 2. The Court finds that it has jurisdiction over the subject matter of the action and over
10 all parties to the action, including all Class Members.

11 3. The Court finds the Settlement was entered into in good faith, that it is fair,
12 reasonable and adequate, and that it satisfies the standards and applicable requirements for final
13 approval of this class action settlement under California law, including the provisions of California
14 Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

15 4. In so finding, the Court considered all evidence presented, including evidence
16 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented;
17 the likely duration of further litigation; the amount offered in settlement; the extent of investigation
18 and discovery completed; and the experience and views of counsel. The Parties have provided the
19 Court with sufficient information about the nature and magnitude of the claims being settled, as
20 well as the impediments to recovery, to make an independent assessment of the reasonableness of
21 the terms of the Settlement.

22 5. With respect to the Class and for the purpose of approving the Settlement only, this
23 Court finds and concludes that: (a) the Class Members are ascertainable and so numerous that
24 joinder of all members is impracticable; (b) there are questions of law or fact common to the Class
25 Members, and there is a well-defined community of interest among Class Members with respect
26 to the subject matter of the claims in the action; (c) the claims of Plaintiffs are typical of the claims
27 of the Class Members; (d) the Plaintiffs have fairly and adequately protected the interests of the
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1 Class Members; (e) a class action is superior to other available methods for an efficient
2 adjudication of this controversy; and (f) counsel for Plaintiffs are qualified to serve as Class
3 Counsel for the Class Members.

4 6. Notice was provided to the Class Members in compliance with the Settlement and
5 Preliminary Approval Order, California Code of Civil Procedure section 382, California Rules of
6 Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
7 law. The Notice: (i) fully and accurately informed Class Members about all material elements of
8 the action and proposed Settlement; (ii) provided sufficient information so that Class Members
9 were able to decide whether to opt-out and pursue their own remedies, or object to the proposed
10 Settlement; (iii) provided procedures for Class Members to request exclusion from the Settlement,
11 to state written objections to the proposed Settlement, to dispute the amount of work weeks, and
12 to appear at the hearing; and (iv) provided the time, date and place of the final fairness hearing.

13 7. Class Members were given a full opportunity to participate in the final fairness
14 hearing, and all Class Members and other persons wishing to be heard have been heard.

15 8. The Gross Settlement Amount and the means of distributing the Net Settlement
16 Amount to Participating Settlement Class Members are fair and reasonable in light of the nature
17 of this case.

18 9. The Court finds that the attorneys at James Hawkins APLC and Blumenthal
19 Nordrehaug Bhowmik De Blouw LLP have the requisite qualifications, experience, and skill to
20 protect and advance the interests of the Class Members. The Court therefore finds that counsel
21 satisfy the professional and ethical obligations attendant to the position of Class Counsel, and
22 hereby appoints James Hawkins APLC and Blumenthal Nordrehaug Bhowmik De Blouw LLP as
23 counsel for the Class Members.

24 10. Class Counsel has provided services and benefits to absent Class Members and
25 expended efforts and resources to secure the benefits and is thus entitled to the requested and
26 unopposed attorneys' fees and costs as approved by the Court. The Court finds that the requested
27 award of attorneys' fees of one-third of the common fund created by the Settlement is reasonable
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1 for a contingency fee in a class action and that use of this method for determining the fee award is
2 reasonable because it encourages efficient litigation.

3 11. The Class Representatives prosecuted this lawsuit, worked with counsel, undertook
4 the risks associated with litigation, acted to protect the interests of the Class, and conferred a
5 benefit on absent Class Members, and is thus each is entitled to receive a Class Representative
6 Service Payment as approved by the Court.

7 12. The appointed Settlement Administrator, ILYM Group, Inc., rendered services and
8 will continue to render services, in connection with administering the notice and settlement
9 process, and is thus entitled to its requested administration fees.

10 13. The Maximum Settlement Amount or “common fund” is \$3,000,000, with the Net
11 Settlement Amount to be paid to Participating Class Members being calculated by deducting the
12 following amounts from the Gross Settlement Amount: (1) Class Counsel’s attorneys’ fees of
13 \$1,000,000; (2) Class Counsel’s documented costs of \$22,513.47; (3) Class Representative Service
14 Payments to be paid to Plaintiffs as the Class Representatives of \$10,000 each (\$30,000 total); (4)
15 the Settlement Administrator fees to ILYM Group, Inc. of \$25,000, and (5) the PAGA Payment in
16 the amount of \$60,000.00. The Net Settlement Amount which will be paid as Individual Class
17 Settlement Shares to Participating Class Members is estimated to be approximately \$1,862,486.53.
18 There is no reversion to Defendants.

19 14. The Court finds that the Settlement meets all of the requirements for approval of a
20 settlement under PAGA, including the notice of the Settlement having been properly provided to
21 the California Labor and Workforce Development Agency (“LWDA”). The Court finds the
22 LWDA has not objected to, and is therefore deemed to have approved, the terms of the Settlement.

23 **IT IS ORDERED THAT:**

24 **1. Class Members:** The Court certifies, for settlement purposes only, the following
25 Class: All individuals currently or formerly employed by Safelite Fulfillment and or Safelite
26 Solutions in California as hourly, non-exempt employees during the Class Period and all
27 employees employed as temporary workers by BBSI at Safelite Solution’s distribution center as
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hourly, non-exempt employees in Ontario, California during the Class Period.

2. PAGA Members: All current and former hourly, non-exempt employees of Safelite Fulfillment or Safelite Solutions who worked in the State of California at any time during the PAGA Period and all hourly, non-exempt employees employed as temporary workers for BBSI at Safelite Solutions' distribution center in Ontario, California during the period of August 4, 2021 to May 22, 2023.

3. Class Period: The Class Period is defined as the period from January 28, 2019 through May 22, 2023..

4. PAGA Period: The PAGA Period is defined as the period from June 25, 2019 to May 22, 2023.

5. Plaintiffs' Release. As of the Effective Date and Defendants' funding of the Gross Settlement Amount, Plaintiffs, in their individual capacity, are deemed to have released and discharged Defendants and the Released Parties as set forth in the Class Representatives' General Release in the Settlement.

6. Participating Class Member and PAGA Member Release. Upon the Effective Date and Defendants funding of the Gross Settlement Amount, Plaintiffs and all Participating Class Members shall be deemed to have released and discharged Defendants and the Released Parties as set forth in the Release by Participating Class Members and Release by PAGA Members in the Settlement.

15. Class Relief. Defendants shall deposit the Gross Settlement Amount into the Qualified Settlement Fund for the benefit of Participating Class Members and Class Counsel, through the Settlement Administrator, according to the terms of the Settlement. The Settlement Administrator shall calculate and distribute the Individual Class Settlement Shares to the Participating Class Members and Individual PAGA Settlement Shares to PAGA Members. The distribution shall be in accordance with the instructions and timeline set forth in the Settlement.

7. Uncashed Checks. Individual Settlement Share checks shall be negotiable for 180 days from the date of issuance. Any Individual Settlement Share checks that have not been

1 negotiated within 180 days after the date of issuance will be voided and the Settlement
2 Administrator will report and send the unclaimed funds to the California State Controller
3 Unclaimed Property fund to be held in the name of the Participating Class Member and/or
4 Aggrieved Employee.

5 **8. Attorneys' Fees and Costs.** Class Counsel are awarded \$1,000,000 in attorneys'
6 fees and \$22,513.47 in costs.

7 **9. Class Representative Enhancement Payment.** Plaintiffs Marie DeMartini, Willie
8 Austin, Jr., and Jose Soto are awarded \$10,000.00 each (\$30,000.00 total) as a Service Payment
9 for their services on behalf of the Class, and for agreeing to broader release than those required of
10 the other Class Members.

11 **10. Payment of Settlement Administration Costs.** The Court approves settlement
12 administration costs and expenses in the amount of \$25,000.00 to ILYM Group, Inc.

13 **11. Final Accounting Report.** The Parties shall file a report concerning any uncashed
14 checks or other cash residue by 16 court days before the Compliance Hearing. The report shall be
15 in the form of a declaration from the Settlement Administrator and shall describe: (i) the date the
16 checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average
17 amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of
18 those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and
19 date of the disposition of those unclaimed funds.

20 **12. Compliance Hearing.** The Court sets a compliance hearing for
21 _____, 2025 at _____ a.m./p.m. (August 22, 2025 proposed).

22 **13. Entry of Judgment.** This Final Approval Order shall constitute a final judgment
23 in accordance with California Rule of Court 3.769(h). The Court directs the Clerk to enter
24 judgment in accordance with the terms of this Final Approval Order.

25 **14. Notice of Entry of Judgment.** The Parties are to give notice to all Class Members
26 of this Final Approval Order and Judgment in accordance with California Rule of Court 3.771(b)
27 by filing a Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court.
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1 **15. Court's Jurisdiction.** Pursuant to the Parties' request, California Code of Civil
2 Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over
3 this action and the parties until final performance of the Settlement.

4 **IT IS SO ORDERED.**

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6 DATED: _____ By: _____
7 HON. SHEILA LICHTBLAU
8 JUDGE OF THE SUPERIOR COURT
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