

James R. Hawkins (SBN 192925)
james@Jameshawkinsaplc.com
Christina M. Lucio (SBN 253677)
christina@Jameshawkinsaplc.com
Mitchell J. Murray (SBN 285691)
mitchell@Jameshawkinsaplc.com
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

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

ADDITIONAL COUNSEL ON NEXT PAGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION AND PAGA
SETTLEMENT AND SETTING HEARING
FOR FINAL APPROVAL OF
SETTLEMENT**

[Filed concurrently with Notice of Motion and
Motion, Memorandum of Points and Authorities,
and Declarations of James R. Hawkins, Kyle
Nordrehaug, Marie DeMartini, Willie Austin Jr.,
Jose Soto, and [Proposed] Order]

Date: [REDACTED], 2024
Time: [REDACTED]
Dept.: Courtroom H
Judge: Hon. Sheila Lichtblau

Norman B. Blumenthal, State Bar
No. 068687
Kyle R. Nordrehaug, State Bar No.
205975
Aparajit Bhowmik, State Bar No.
248066
Piya Mukherjee, State Bar No.
274217
Victoria Rivapalacio, State Bar No.
275115
Charlotte E. James, State Bar No.
308441
BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Email: norm@bamlawca.com
Email: kyle@bamlawca.com
Email: aj@bamlawca.com
Email: piya@bamlawca.com
Email: victoria@bamlawca.com
Email: charlotte@bamlawca.com

Attorneys for Plaintiff WILLIE
AUSTIN JR., on behalf of himself
and all others similarly situated.

1 The Court, having read and considered the papers filed in support of Plaintiffs' Motion for
2 Preliminary Approval of Class Action and PAGA Settlement, the proposed Notice of Proposed
3 Class Action and PAGA Settlement, and other documents, having considered the arguments of
4 counsel, and good cause appearing therefore, IT IS HEREBY ORDERED:

5 1. The Class Action Settlement Agreement and Release (the "Settlement
6 Agreement") of Defendants Safelite Fulfillment, Inc. and Barrett Business Services, Inc.,
7 ("Defendants") and Plaintiffs Marie DeMartini, Willie Austin Jr. and Jose Soto ("Class
8 Representatives") (Defendants and Class Representatives collectively known as the "Parties"),
9 attached as Exhibit 1 to the Declaration of James R. Hawkins is preliminarily approved as the
10 terms of the Settlement Agreement fall within the range of approval as fair, adequate, and
11 reasonable. Based on a review of the papers submitted by Class Representatives, the Court finds
12 that the Settlement is the result of arm's-length negotiations conducted after Class
13 Representatives and their counsel adequately investigated the claims and became familiar with
14 the strengths and weaknesses of the claims. The Parties' good faith efforts to reach a mutually
15 agreeable settlement with the assistance of an experienced mediator and the continued negotiation
16 that followed mediation supports the Court's conclusion that the Settlement is non-collusive and
17 reasonable. The Settlement is presumptively valid, subject only to any objections that may be
18 raised at the Final Fairness Hearing and Final Approval by this Court.

19 2. This Order incorporates by reference all defined terms set forth in the Settlement
20 Agreement, which is attached as Exhibit 1 to the Declaration of James R Hawkins in Support of
21 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement filed on
22 , 2024.

23 3. The following persons are provisionally certified as "the Class" or "Class
24 Members" for Settlement purposes only: "all individuals currently or formerly employed by
25 Safelite Fulfillment and or Safelite Solutions in California as hourly, non-exempt employees
26 during the Class Period and all employees employed as temporary workers by BBSI at Safelite
27 Solutions' distribution center as hourly, non-exempt employees in Ontario, California during the
28

1 Class Period.” The Class Period is defined as January 28, 2019 through May 22, 2023. Class
2 Members who opt-out of the Settlement will not be bound by the Settlement Agreement,
3 however, Class Members who opt-out of the Settlement will nonetheless be bound by the release
4 of the PAGA Claims, as defined in paragraph 4.3 of the Settlement Agreement, if they were
5 employed by Defendants during the PAGA Period (June 25, 2019, to May 22, 2023).

6 4. The proposed Class satisfies the requirements for certification under California
7 Code of Civil Procedure section 382 because Class Members are readily ascertainable, and a
8 well-defined community of interest exists in the questions of law and fact affecting the Parties.

9 5. Plaintiffs are appointed as the Class Representatives. James Hawkins, Christina
10 Lucio, and Mitchell Murray of James Hawkins APLC, and Norman B. Blumenthal, Kyle R.
11 Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP are
12 appointed as Class Counsel.

13 6. The Parties’ proposed notice plan is constitutionally sound and hereby approved as
14 the best notice practicable. The proposed Notice of Proposed Class Action Settlement (“Class
15 Notice”), attached as **Exhibit A** to the Settlement Agreement, is sufficient to inform Class
16 Members of the terms of the Settlement Agreement, their rights to receive monetary payments
17 under the Settlement Agreement and the date and location of the final approval hearing. In
18 addition, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of:
19 (1) the nature of the action, the definition of the Class, the identity of Class Counsel, and essential
20 terms of the Settlement; (2) Class Representatives’ and Class Counsel’s applications for the class
21 representative service payments, and Class Counsel’s request for attorneys’ fees and litigation
22 costs; (3) a formula used to determine the Class Member’s estimated payment; (4) Class
23 Members’ rights to appear through counsel if they desire; (5) how to object to the Settlement or
24 submit a request for exclusion from the settlement if a Class Member wishes to do so; and (6)
25 how to obtain additional information regarding the action and the Settlement. (California Rule of
26 Court 3.766.) The Court finds that the notice requirements of California Rule of Court 3.769,
27 subd. (f) are satisfied, and that the Class Notice adequately advises Class Members of their rights
28 under the Settlement. Counsel for the Parties are authorized to correct any typographical errors in

1 the Class Notice and make clarifications, to the extent the same are found or needed, so long as
2 such corrections do not materially alter the substance of the Class Notice and other notice
3 documents.

4 7. The Court preliminarily approves the settlement of claims under the California
5 Labor Code's Private Attorneys General Act of 2004 (Lab. Code § 2699 et seq.) ("PAGA")
6 according to the terms and conditions in the Settlement Agreement. The Court also finds that
7 notice was provided to the California Labor and Workforce Development Agency ("LWDA").

8 8. ILYM Group, Inc. is appointed to act as the Settlement Administrator, pursuant to
9 the terms set forth in the Settlement Agreement. The Settlement Administrator is ordered to carry
10 out the Settlement according to the terms of the Settlement Agreement and in conformity with
11 this Order, including disseminating the Class Notice according to the notice plan described in the
12 Settlement Agreement.

13 9. The procedures and 60-day deadline for Class Members to request exclusion from
14 or to object to the Settlement are adopted as described in the Settlement Agreement. Any Class
15 Member who intends to object to final approval of the Settlement must submit an objection to the
16 Settlement Administrator by mail in accordance with the Settlement Agreement. Any opposition
17 or reply to an objection may be filed ten days prior to the hearing on the motion for final
18 approval.

19 10. The Parties are ordered to carry out the Settlement according to the terms of the
20 Settlement Agreement.

21 11. A final approval hearing will be held on _____, at _____
22 a.m./p.m., to determine whether the Settlement Agreement should be granted final approval as
23 fair, reasonable, and adequate as to the Settlement Class Members. The Court reserves the right to
24 continue the date of the final approval hearing without further notice to the Class Members. The
25 Court retains jurisdiction to consider all further applications arising out of or in connection with
26 the Settlement Agreement.

27 12. The Motion for Final Approval of the Settlement Agreement, including requests to
28 approve the class representative service payments and Class Counsel's request for attorneys' fees

1 and litigation costs, shall be filed and served no later than 16 court days before the final approval
2 hearing.

3 13. In the event the Settlement is not fully and finally approved, or otherwise does not
4 become effective in accordance with the terms of the Settlement Agreement, this Order shall be
5 rendered null and void and shall be vacated, and the Parties shall revert to their respective
6 positions as of before entering into the Settlement Agreement. If the Settlement does not become
7 final for any reason, the fact that the Parties were willing to stipulate to settlement and the
8 circumstances, proceedings and documents related to the proposed settlement and shall have no
9 bearing on, and will not be admissible in connection with litigation, whether through issue
10 preclusion or estoppel or otherwise.

11 IT IS SO ORDERED.

12
13 Dated: _____

Judge, Marin County Superior Court