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Attorneys for Plaintiff 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,

Plaintiff,

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. CIV2002076

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

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TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:
PLEASE TAKE NOTICE that the Court in the above-entitled action located at, 3501 Civic Center Drive, San Rafael, CA 94903, entered an Order Preliminary Approving Class Action and PAGA Settlement and Setting Hearing for Final Approval of Settlement. The Court sets a Final Approval Hearing for January 22, 2024 at 1:30p.m. in Department H. A true and correct copy of the, August 22, 2024 Order Preliminary Approving Class Action and PAGA Settlement and Setting Hearing for Final Approval of Settlement, is attached hereto as **Exhibit A**.

Dated: August 26, 2024

Respectfully Submitted
JAMES HAWKINS APLC



JAMES R. HAWKINS, ESQ.
CHRISTINA M. LUCIO, ESQ.

Attorneys for Plaintiff

EXHIBIT A

08/22/2024

James M. Kim, Clerk of the Court
K. Keeton, Deputy

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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. CIV2002076

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: August 14, 2024
Time: 1:30 p.m.
Dept.: Courtroom H
Judge: Hon. Sheila Lichtblau

1 Norman B. Blumenthal, State Bar No. 068687
2 Kyle R. Nordrehaug, State Bar No. 205975
3 Aparajit Bhowmik, State Bar No. 248066
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17 Attorneys for Plaintiff WILLIE AUSTIN JR., on behalf of himself and all others similarly
18 situated.
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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 May
22 9, 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 Class Period." The Class Period is defined as January 28, 2019 through May 22, 2023. Class

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

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

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

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

1 such corrections do not materially alter the substance of the Class Notice and other notice
2 documents.

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

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

12 9. No later than 21 days after entry of this Order, Defendants shall deliver the Class
13 Data to the Settlement Administrator. No later than 14 days after receiving the Class Data, the
14 Settlement Administrator shall send the Class Notice to all Class Members identified in the Class
15 Data.

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

22 11. The Parties are ordered to carry out the Settlement according to the terms of the
23 Settlement Agreement.

24 12. A final approval hearing will be held on January 22, 2025, at 1:30p.m., to
25 determine whether the Settlement Agreement should be granted final approval as fair, reasonable,
26 and adequate as to the Settlement Class Members. The Court reserves the right to continue the
27 date of the final approval hearing without further notice to the Class Members. The Court retains
28 jurisdiction to consider all further applications arising out of or in connection with the Settlement

1 Agreement.

2 13. The Motion for Final Approval of the Settlement Agreement, including requests to
3 approve the class representative service payments and Class Counsel's request for attorneys' fees
4 and litigation costs, shall be filed and served no later than 16 court days before the final approval
5 hearing.

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

14 IT IS SO ORDERED.

15
16 Dated: 08/22/2024



Judge, Marin County Superior Court

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On August 26, 2024, I served on the interested parties in this action the following document(s) entitled:

-NOTICE OF ENTRY OF ORDER AND JUDGMENT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address irma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

Please see page attached

[X] STATE: I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on August 26, 2024, at Irvine, California.


Irma Ceja

SERVICE LIST

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