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Attorney for Plaintiff and all others similarly situated and the general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

RORY MASSEY, on behalf of himself and all
others similarly situated and the general public,

Plaintiffs,

v.

MANN+HUMMEL WATER AND FLUID
SOLUTIONS, INC., a Delaware corporation;
MICRODYN-NADIR US, INC., a business form
unknown; and DOES 1 to 100, inclusive,

Defendants

Case No.: 21CV02965

Hon. Donna Geck

Dept. 4

CLASS ACTION

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AND MOTION ATTORNEYS' FEES,
COSTS, AND CLASS
REPRESENTATIVE SERVICE
PAYMENT; NOTICE OF ENTRY OF
JUDGMENT**

Date: April 28, 2023

Time: 10:00 a.m.

Dept.: 4

Action filed: July 27, 2021

Trial Date: Not Set

**NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE SERVICE PAYMENT;
NOTICE OF ENTRY OF JUDGMENT**

1 TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on May 9, 2023, the Honorable Donna Geck entered the
3 Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement and
4 Motion for Attorneys' Fees, Costs, and Class Representative Service Payment; A true and
5 correct copy of which is attached hereto as **Exhibit 1**.

6 PLEASE TAKE FURTHER NOTICE that on May 9, 2023, the Honorable Donna Geck
7 entered the Judgment; A true and correct copy of which is attached hereto as **Exhibit 2**.

8
9 Dated: May 11, 2023

JANELLE CARNEY – ATTORNEY AT LAW, APC
FRONTIER LAW CENTER

10
11
12 By:



Janelle Carney, Attorney for Plaintiff

Exhibit 1

Janelle Carney, Esq. (Bar No. 201570)
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Attorney for Plaintiff and all others similarly situated and the general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

RORY MASSEY, on behalf of himself and all
others similarly situated and the general public,

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v.

MANN+HUMMEL WATER AND FLUID
SOLUTIONS, INC., a Delaware corporation;
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unknown; and DOES 1 to 100, inclusive,

Defendants

Case No.: 21CV02965

Hon. Donna Geck

Dept. 4

CLASS ACTION

**REVISED ~~PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AND MOTION ATTORNEYS' FEES,
COSTS, AND CLASS
REPRESENTATIVE SERVICE
PAYMENT**

Date: April 28, 2023

Time: 10:00 a.m.

Dept.: 4

Action filed: July 27, 2021

Trial Date: Not Set

**REVISED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE SERVICE PAYMENT**

1 The above-referenced class and PAGA representative action ("Action") having come
2 before the Court on April 28, 2023, for a hearing and Final Order approving Class Action and
3 PAGA Settlement ("Final Order"), consistent with the Court's Preliminary Approval Order
4 ("Preliminary Approval Order"), filed and entered on January 23, 2023, and as set forth in the
5 Class Action and PAGA Settlement Agreement ("Settlement Agreement") filed on October 12,
6 2022 as Exhibit 1 to Declaration of Janelle Carney in support of preliminary approval. Due and
7 adequate notice having been given to the Class, and the Court having considered the Settlement
8 Agreement, all papers filed, and proceedings had herein, and all oral and written comments
9 received regarding the proposed settlement, and having reviewed the record in this litigation, and
10 good cause appearing.

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

12 1. For purposes of this Final Order, the Court incorporates by reference all defined
13 terms as set forth in the Settlement Agreement filed on October 12, 2022, and Preliminary
14 Approval of Class Action Settlement, granted on January 23, 2023.

15 2. Consistent with the definitions in the Settlement Agreement, the Classes are
16 defined as:

- 17 • "Class Members" means all current and former non-exempt hourly individuals
18 employed by Defendants at any time from July 27, 2017, through November
19 1, 2022.
- 20 • "Aggrieved Employees" means all current and former non-exempt hourly
21 individuals employed by Defendants at any time from July 7, 2020, through
22 November 1, 2022.

23 3. This Court has jurisdiction over the subject matter of this Action and over all
24 Parties to this Action, including all Class Members and Aggrieved Employees.

25 4. Distribution of the Notice directed to the Class Members and Aggrieved
26 Employees as set forth in the Settlement Agreement and the other matters set forth therein has
27 been completed in conformity with the Preliminary Approval Order, including individual notice
28 to all Class Members and Aggrieved Employees who could be identified through reasonable

1 effort, and the best notice practicable under the circumstances. The Notice provided due and
2 adequate notice of the proceedings and of the matters set forth therein, including the proposed
3 Settlement set forth in the Settlement Agreement, to all persons entitled to such Notice, and the
4 Notice fully satisfied the requirements of due process. All Class Members, Aggrieved
5 Employees, and all Released Claims and Released PAGA Claims are covered by and included
6 within the Settlement and this Final Order.

7 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
8 and within the meaning of *California Code of Civil Procedure* section 877.6. The Court further
9 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
10 standards and applicable requirements for final approval of this class action settlement under
11 California law, including the provisions of *California Code of Civil Procedure* section 382 and
12 *Federal Rule of Civil Procedure* 23, approved for use by the California state courts in *Vasquez v.*
13 *Superior Court* (1971) 4 Cal.3d 800, 821.

14 6. The Court hereby approves the Settlement set forth in the Settlement Agreement,
15 and finds that the Settlement, including the Gross Settlement Amount, which is Eight Hundred
16 Thousand (\$800,000.00) is, in all respects, fair, adequate and reasonable, and directs the Parties
17 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
18 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
19 further finds that the Parties have conducted extensive investigation and research, and counsel
20 for the Parties are able to reasonably evaluate their respective positions. The Court also finds that
21 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
22 that would be presented by the further prosecution of the Action. The Court has reviewed the
23 benefits that are being granted as part of the Settlement and recognizes the significant value to
24 the Class Members. The Court also finds that the Class is properly certified as a class for
25 settlement purposes.

26 7. Release by Participating Class Members Who Are Not Aggrieved Employees:

27 All Participating Class Members, on behalf of themselves and their respective former and
28 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release

Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, in any and/or all of the complaints in the Action and/or any of Plaintiff's letters to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, known or unknown, that could have been asserted based on any or all the factual allegations in all of the complaints in the Action and/or any of Plaintiff's letters to the LWDA (including any subsequently amended complaints or letters). This includes but is not limited to claims for or related to: pay for all hours worked/compensation due for services; calculation of the regular rate of pay, including bonus or incentive pay, and other incentive payments when calculating the overtime rate; meal periods; rest periods; meal and/or rest period premiums and sick pay, including the calculation of the meal and/or rest period premium pay and sick pay; wage statements; payment of wages at termination; maintain accurate and complete records; unfair competition related to any or all of the foregoing; any unpaid wages or compensation related to any or all of the foregoing; restitution related to any or all of the foregoing; and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code sections §§ 200, et seq. (inclusive of section 201-203), 210, 218, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, and 2698, et seq.; the California Business & Professions Code § 17200; and the relevant California Industrial Welfare Commission Wage Orders. The release shall run through November 1, 2022. Each PAGA Representative Action Member, irrespective of whether he or she opts out of the settlement as a Non-Participating Class Member, shall be deemed to release the Released Parties from any and all claims, known or unknown, for civil penalties under California Labor Code section 2698 et seq. (PAGA). Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

////

1 8. Release by Non-Participating Class Members Who Are Aggrieved Employees:

2 Each PAGA Representative Action Member, irrespective of whether he or she opts out of
3 the settlement as a Non-Participating Class Member, shall be deemed to release the Released
4 Parties from any and all claims, known or unknown, for civil penalties under California Labor
5 Code section 2698 *et seq.* (PAGA) that: were asserted in any and/or all of the complaints in the
6 Action and/or any of Plaintiff's letters to the LWDA (including any subsequently amended
7 complaints or letters); and/or any and all claims, known or unknown, that could have been
8 asserted based on any or all the factual allegations in any and/or all of the complaints in the
9 Action and/or any of Plaintiff's letters to the LWDA (including any subsequently amended
10 complaints or letters). This release includes, but is not limited to, claims for PAGA civil
11 penalties premised on: California Labor Code sections §§ 200, *et seq.* (inclusive of section 201-
12 203), 210, 218, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, and
13 2698, *et seq.*; failure to pay overtime; failure to pay for all hours worked/compensation due for
14 services; calculation of the regular rate of pay, including failure to include all remuneration into
15 the regular rate for overtime, meal and rest period premiums and sick pay, and other incentive
16 payments when calculating the overtime rate; failure to provide meal periods; failure to authorize
17 and permit rest periods; failure to pay meal or rest period premiums, including the calculation of
18 the meal and/or rest period premium pay; failure to provide accurate itemized wage statements;
19 and failure to timely pay wages at termination; The release shall run through November 1, 2022.

20 9. General Release by Plaintiff Only.

21 Plaintiff's Release. Plaintiff and his former and present spouses, family members,
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
23 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
24 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
25 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
26 that were, or reasonably could have been, alleged based on facts contained in the Operative
27 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2,
28

below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party

10. The Court hereby enters the concurrently filed Judgment in the entire Action as of the filing date of this Final Order, pursuant to the terms set forth in the Settlement Agreement. Without affecting the finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to *California Code of Civil Procedure* section 664.6.

11. The Court finds the settlement payments provided for under the Settlement to be fair and reasonable in light of all of the circumstances. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement Agreement.

12. The Court hereby confirms Janelle Carney of Janelle Carney - Attorney at Law, APC, and Manny Starr and Adam Rose of Frontier Law Center, as Class Counsel in the Action.

13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel Fees in the

1 amount of Two Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents
2 (\$266,666.66), and Class Counsel Expenses up to Fifteen Thousand Dollars (\$15,0000.00) from
3 the Gross Settlement Amount as final payment for and complete satisfaction of any and all
4 attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or
5 entity related to the Action. The Court further orders that the award of attorneys' fees and costs
6 set forth in this Paragraph shall be administered pursuant to the terms of the Settlement
7 Agreement, and transferred and/or made payable to Class Counsel in the Action.

8 14. The Court also hereby approves and orders a Class Representatives Enhancement
9 Award in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), to Rory Massey.

10 15. The Court also hereby approves and orders payment from the Gross Settlement
11 Fund for actual settlement administration expenses incurred by the Settlement Administrator,
12 ILYM Group, Inc. in the amount of \$8,500.00.

13 16. The Court also hereby approves PAGA civil penalties to be paid from the Gross
14 Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250.00) and the 75% to
15 LWDA (\$18,750.00) in settlement of PAGA.

16 17. The Court also hereby approves and orders that all amounts from uncashed
17 Settlement Award checks after the expiration date (180 days after mailing) will be distributed to
18 the Controller of the State of California to be held pursuant to the Unclaimed Property Law,
19 California Civil Code Section 1500 et seq. for the benefits of those Settlement Class Members
20 who did not cash their checks until such time they claim their property. The parties agree that
21 this disposition results in no "unpaid residue" under California Civil Procedure Code Section
22 384, as the entire Net Settlement Proceeds will be paid out to Class Members and PAGA
23 Representative Action Members, whether or not they all cash their settlement checks

24 18. The Court also hereby finds and orders that the Settlement Agreement is and
25 constitutes a fair, adequate, and reasonable compromise of the Released Claims against
26 Defendants and the Released Parties.

27 19. The Settlement becomes effective under the terms of the Settlement
28 Agreement with the signing of this order. Defendants will transfer the Gross Settlement Amount

1 by bank wire to a Qualified Settlement Fund established by the Settlement Administrator within
2 fourteen (14) calendar days of the Settlement Effective Date. The Settlement Administrator will
3 maintain the funds in an account that enables the funds to accrue interest. Within thirty (30)
4 calendar days from receipt of the funds, the Settlement Administrator shall then disburse the
5 funds as approved per the Settlement Agreement and the court.

6 20. The Court also hereby finds that there were no objections to the Settlement raised
7 by any person on the record at the hearing on the Final Approval.

8
9 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

10
11
12 Dated: 05/09/2023



HON. DONNA GECK

Exhibit 2

Janelle Carney, Esq. (Bar No. 201570)
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Attorney for Plaintiff and all others similarly situated and the general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

RORY MASSEY, on behalf of himself and all
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MANN+HUMMEL WATER AND FLUID
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Defendants

) Case No.: 21CV02965
) Hon. Donna Geck
) Dept. 4
) CLASS ACTION

~~PROPOSED~~ JUDGMENT

) Date: April 28, 2023
) Time: 10:00 a.m.
) Dept.: 4

) Action filed: July 27, 2021
) Trial Date: Not Set

[PROPOSED] JUDGMENT

1 **IT IS HEREBY ORDERED AS FOLLOWS:**

2 1. On April 28, 2023, the Court issued an Order granting Final Approval of the Class
3 Action and PAGA Settlement in the above captioned matter, which is incorporated herein by this
4 reference.

5 2. The Classes bound by the Judgment are as follows:

- 6 • “Class Members” means all current and former non-exempt hourly individuals
7 employed by Defendants at any time from July 27, 2017, through November
8 1, 2022.
- 9 • “Aggrieved Employees” means all current and former non-exempt hourly
10 individuals employed by Defendants at any time from July 7, 2020, through
11 November 1, 2022.

12 3. By operation of this Judgment, Named Plaintiff Rory Massey (“Named Plaintiff”)
13 and all Class Members and Aggrieved Employees hereby do and shall be deemed to have fully,
14 finally, and forever released, settled, compromised, relinquished and discharged any and all of
15 the Released Parties of and from any and all Released Claims that arose during the Class Period
16 and/or Released PAGA Claims that arose during the PAGA Period.

17 a. “Released Parties” means Defendants, Mann + Hummel Water and Fluid
18 Solutions, Inc. and Microdyn-Nadir US, Inc., and their present, former, and/or future parent
19 and/or subsidiary corporations; and each of the foregoing’s present, former, or future owners,
20 officers, directors, members, shareholders, partners, related affiliates, employees, insurers,
21 successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal
22 representatives, and/or attorneys of all of the foregoing entities or individuals.

23 b. “Released Class Claims” and “Released PAGA Claims means the claims
24 being released as described in Paragraph 6.2 of the Settlement Agreement.

25 c. This release by Named Plaintiff and each Participating Class Member and
26 each Aggrieved Employee (whether a Participating or Non-Participating Class Member) is
27 intended to settle any and all of the Released Class Claims and Released PAGA Claims, whether
28 known or unknown, that any of them may have against the Released Parties during the Class
Period and/or PAGA Period.

1 4. In addition to the Released Claims and Released PAGA Claims, Plaintiff and his
2 former and present spouses, family members, representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns generally, release and discharge Released Parties from all
4 claims, transactions, or occurrences that occurred during the Class Period, including, but not
5 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
6 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
7 have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA
8 Notice, or ascertained during the Action and released under 6.2, below. ("Plaintiff's Release.")
9 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
10 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
11 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
12 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
13 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
14 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
15 such different or additional facts or Plaintiff's discovery of them.

16 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

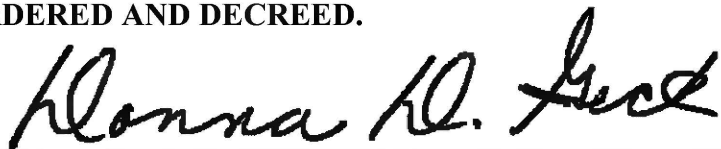
17 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
18 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

19 **A general release does not extend to claims that the creditor or releasing**
20 **party does not know or suspect to exist in his or her favor at the time of**
21 **executing the release, and that if known by him or her would have materially**
22 **affected his or her settlement with the debtor or Released Party.**

23 5. Without affecting the finality of this Judgment, the Court shall retain continuing
24 jurisdiction over this action and the parties, including all Class Members, and over all matters
25 pertaining to the implementation and enforcement of the terms of the Settlement Agreement and
26 this Judgment, pursuant to California Rule of Court 7.769(h).

27 **IT IS SO ADJUDGED, ORDERED AND DECREED.**

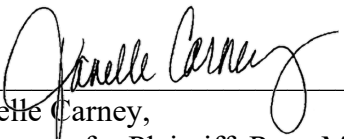
28 Dated: 05/09/2023



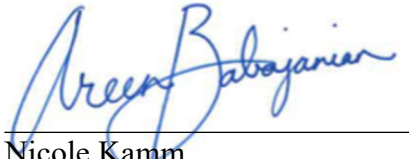
HON. DONNA GECK

1
2 Approved as to Form and Content:

3
4 JANELLE CARNEY
5 ATTORNEY AT LAW, APC
6 FRONTIER LAW CENTER

7 By: 
8 Janelle Carney,
9 Attorney for Plaintiff, Rory Massey

FISHER & PHILLIPS LLP

By: 
Nicole Kamm
Areen Babajanian
Attorneys for Defendants

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On May 11, 2023, I served the foregoing document described as:

**NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION
ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE SERVICE PAYMENT;
NOTICE OF ENTRY OF JUDGMENT**

on INTERESTED PARTIES in this action by placing a copy thereof enclosed in a sealed envelope addressed as stated below:

Nicole Kamm
nkamm@fisherphillips.com
Areen Babajanian
ababajanian@fisherphillips.com
FISHER PHILLIPS
444 S. Flower St., Ste. 1500
Los Angeles, CA 90071

Manny Starr
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Adam Rose
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FRONTIER LAW CENTER
23901 Calabasas Road, #2074
Calabasas, CA 91302

XX BY E-MAIL : I served the above-mentioned document by serving electronically to each of the above recipients at their respective e-mail addresses and simultaneously sending for electronic filing. My e-address is: Jerin@JanelleCarneyLaw.com.

Executed on May 11, 2023 at Chino Hills, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Jerin Wilkinson