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FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 19 2017

BY Olivia McDonald DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

DALE GRIFFIN, JERRY RODRIGUEZ and MATTHEW MUTTON , each of them individually, on behalf of all others similarly situated, and as representatives of other aggrieved employees,

Plaintiffs,

vs.

ENGINEERING/REMEDIATION RESOURCES GROUP, INC., a California Corporation; VERSAR, INC., a Delaware corporation; and DOES 1 through 250, inclusive,

Defendants.

Case No.: CIVDS 1610157

Assigned for all purposes to:
Honorable Brian S. McCarville, Dept. S30

CLASS ACTION

~~[PROPOSED]~~ **FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT**

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ORDER

On July 19, 2017, at 8:30 a.m. in Department S30, the Court the court heard Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion") and Motion for Attorney's Fees and Costs. GOOD CAUSE appearing, IT IS HEREBY ORDERED that the Motion is GRANTED as follows:

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

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

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

(1) All former hourly non-exempt unexploded ordnance ("UXO") employees who were employed by Versar at Fort Irwin in California from June 27, 2012 through October 8, 2015 (the

"Versar Class"); and (2) all current and former hourly non-exempt UXO employees who are or were employed by Engineering/Remediation Resources Group, Inc. ("ERRG") at Fort Irwin in California from October 13, 2015 through March 21, 2017 (the "ERRG Class").

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

5. The Court finds no objections were submitted to the Settlement.

6. The Court adjudges that upon the Effective Date Plaintiffs and the Class Members have fully, finally, and conclusively compromised, settled, discharged, dismissed and released any and all Released Claims as provided in the Settlement Agreement. Nothing in this Final Order nor any aspect of this Settlement is to be offered as evidence of, or construed or deemed as an admission of, liability, culpability, negligence, or wrongdoing on the party of any Defendants or their employees, agents or any related entity. Without limiting the generality of the foregoing, nothing in this Final Order or the settlement shall be offered or construed as an admission or evidence of the propriety or feasability of certifying a class in this lawsuit or any other action for adverserial rather than settlement purposes and nothing herein shall be offered or construed as an admission or evidence of impropriety or wrongdoing by Defendants.

7. The Court approves Class Counsel's request for Attorney's Fees of $151,651.50 and Litigation Costs in the amount of $10,000. The Attorneys fees and litigation expenses shall be paid in accordance with the Settlement. The Parties are to bear their own attorney's fees and costs except as otherwise provided in this paragraph.

8. The Court further approves payment of a service award in an amount of $5,000 to each of the class representatives: Dale Griffin, Jerry Rodriguez and Matthew Mutton. These payments are to come out of the Gross Settlement Amount in recognition of their services on behalf of the Class in this Action, which is in addition to their payments as a participating claimant. The service awards will be paid in accordance with the terms of the Settlement.

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9. The Court approves the Claims Administration Fee of $8,863, to be paid to Simpluris, Inc. out of the Gross Settlement Fund.

10. The Court approves the LWDA Payment in the amount of $5,000, with $3,750 going to the LWDA and $1,250 to be included within the Net Settlement Fund.

11. The Court approves the payments to the Participating Class Members according to the terms of the Settlement Agreement and the Final Approval Order and Judgment. Upon the Effective Date, the Plaintiff and all members of the Settlement Class, shall have, by operation of this Order and Judgment, finally, and forever released, relinquished, and discharged Defendant from all claims as defined by the Settlement Agreement, whether or not such Settlement Class Members submitted a Claim Form. Upon the effective date, Plaintiff and all members of the Settlement Class shall be and are hereby permanently barred and enjoined from instituting or prosecuting any and all claims released under the terms of the Settlement Agreement.

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

13. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).

IT IS SO ORDERED.

Dated: 7-19-17

JUDGE BRIAN S. McCARVILLE

Hon. Brian S. McCarville
San Bernardino County Superior Court Judge

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