

05/29/2025

Clerk of the Court, Executive Officer / Clerk of the Court

By: *A. Scoggins* Deputy
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

PARWINDER BIRK, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

SIMPSON STRONG-TIE COMPANY, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 22CV018199

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. Peter Borkon, Dept. 15]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
JUDGMENT**

*[Filed with Plaintiff's Notice of Motion and
Motion for Final Approval of Class Action and
PAGA Settlement, the Declaration of Kane
Moon, the Declaration of Plaintiff, and the
Declaration of Lisa Palvik]*

FINAL APPROVAL HEARING:

Date: May 29, 2025

Time: 2:30 p.m.

Dept.: 15

Complaint Filed: September 20, 2022

Trial Date: Not set

1 **PROPOSED ORDER AND JUDGMENT**

2 On December 5, 2024, the Court entered a First Amended Order Granting Preliminary
3 Approval of Class Action and PAGA Settlement, which granted conditional class certification and
4 approval of the Notice, set a Final Approval Hearing (the “Preliminary Approval Order”), and
5 preliminarily approved a settlement of the above-entitled action (the “Action”) that was reached
6 between Plaintiff Parwinder Birk (“Plaintiff”) and Defendant Simpson Strong-Tie Company, Inc.
7 (“Defendant”) (together with Plaintiff, the “Parties”), in accordance with the Parties’ Class Action
8 and Private Attorneys General Act Settlement and Release Agreement (the “Settlement”). The
9 Settlement was fully executed on August 16, 2024.

10 Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement, including a
11 motion for payment of Attorneys’ Fees, Litigation Costs, Enhancement Payment, Settlement
12 Administration Costs, and the civil penalties pursuant to the Private Attorneys General Act
13 (“PAGA”), and whether the Settlement should be finally approved as fair, reasonable, and adequate
14 as to Class Members, came before Department 15 of this Court, the Honorable Peter Borkon
15 presiding, on May 29, 2025. Due and adequate notice having been given to Class Members, and the
16 Court having reviewed the Settlement and duly considered Plaintiff’s Motion for Final Approval of
17 Class Action and PAGA Settlement, the supporting declarations and exhibits thereto, all other papers
18 filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause
19 appearing, **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

20 1. The Court, for purposes of this Order, adopts and incorporates by reference all terms
21 and definitions as set forth in the Settlement and confirmed below. A copy of the Settlement was
22 attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff’s Motion for
23 Preliminary Approval of Class Action and PAGA Settlement filed with the Court on September 13,
24 2024, and is made part of this Order.

25 2. The Court has considered all relevant factors for determining the fairness of the
26 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
27 particular, the Court finds that the Settlement was made and entered into in good faith, the terms of
28 which are fair, reasonable, and adequate; was reached following meaningful discovery and

1 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
2 serious, informed, adversarial, and arm’s-length negotiations between the Parties; and therefore,
3 meets the requirements for final approval.

4 3. In so finding, the Court has considered all the evidence presented, including evidence
5 regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of the claims presented;
6 the likely duration of further litigation; the settlement amount offered; the extent of investigation and
7 discovery completed; and the experience and views of Class Counsel. The Court has further
8 considered the absence of any objections to the Settlement. Accordingly, the Court hereby **GRANTS**
9 Plaintiff’s Motion for Final Approval and **ORDERS** judgment to be entered in accordance with
10 the terms herein (“Final Judgment”).

11 4. The Court finally certifies, for settlement purposes only, the following Class,
12 Settlement Class, or Class Members: All individuals who worked for Simpson Strong-Tie Company,
13 Inc. in the state of California in the position of a nonexempt employee at any time between August
14 31, 2019 and August 31, 2024 (“Class Period”).

15 5. The PAGA Group is defined as follows: All individuals who worked for Simpson
16 Strong-Tie Company, Inc. in the state of California in the position of a nonexempt employee at any
17 time between September 16, 2021 and August 31, 2024 (“PAGA Period”).

18 6. The deadline to request exclusion from or to submit written objections to the
19 Settlement was March 17, 2025. One Request for Exclusion was received from Natalia Saarela.
20 Accordingly, Ms. Saarela is excluded from the Class. All Class Members who did not request
21 exclusion from the Settlement had an opportunity to object to the Settlement. No written objections
22 were received.

23 7. The Court-approved Notice of Class Action Settlement (the “Class Notice”), which
24 was provided to the Class pursuant to the plan for distribution described under the Settlement,
25 conformed with the requirements of California Rules of Court 3.766 and 3.769, and constituted the
26 best notice practicable under the circumstances, by providing Class Members individual and
27 adequate notice of all material elements of the proposed settlement and of the opportunity to opt out
28 of the class portion of the Settlement or to object to the Settlement, and other relevant information

1 concerning the proceedings. The Class Notice fully satisfied the requirements of due process and
2 provided the Class Members with adequate instructions and a variety of means to obtain additional
3 information.

4 8. The Court finds that a full opportunity has been afforded to Class Members to object
5 to the Settlement and participate in the Final Approval Hearing, and all Class Members and other
6 persons wishing to be heard have been heard and/or had an opportunity to be heard. Class Members
7 have had a full and fair opportunity to exclude themselves from the Settlement or object to the
8 Settlement. Accordingly, the Court determines that all Class Members who did not request exclusion
9 from the Settlement (“Participating Class Members”) are bound by this Final Approval Order and
10 Judgment.

11 9. The settlement of civil penalties under PAGA in the total amount of \$250,000.00 is
12 approved. The PAGA Settlement Amount shall be allocated from the Gross Settlement Amount and
13 distributed as follows: 25% (\$62,500.00) to PAGA Group Members and 75% (\$187,500.00) to the
14 California Labor and Workforce Development Agency (“LWDA”).

15 10. The Court confirms the appointment of Plaintiff Parwinder Birk as the Class
16 Representative and PAGA representative, for settlement purposes only. In addition to any recovery
17 that Plaintiff is eligible to receive under the Settlement as a Class Member, the Court approves and
18 orders an Enhancement Payment to Plaintiff in the amount of \$5,000.00 from the Gross Settlement
19 Amount for his role and service as the Class Representative, and for the risks and work attendant to
20 that role.

21 11. The Court confirms the appointment of Moon Law Group, PC as Class Counsel, for
22 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
23 apparent conflicts of interest with Plaintiff or other Class Members, and have the requisite
24 qualifications, experience and skill to protect and advance the interests of the Class. The Court
25 approves and orders the payments to Class Counsel from the Gross Settlement Amount in the amount
26 of \$980,000.00 for reasonable attorneys’ fees, which is approximately one-third of the Gross
27 Settlement Amount, and \$24,121.85 for reimbursement of litigation costs actually incurred. The
28 Court finds that these amounts are reasonable considering the benefits provided to the Class.

1 \$880,000.00 of the \$980,000.00 attorneys' fees to Class Counsel shall be disbursed by the Settlement
2 Administrator within thirty (30) days of the Effective Date (as defined in the Settlement), and the
3 remaining \$100,000.00 shall be disbursed after the Compliance Hearing. Payment to Class Counsel
4 for its costs will be due within thirty (30) days after the Effective Date.

5 12. The Court confirms the appointment of Simpluris, Inc. as the Settlement
6 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
7 the payment to the Settlement Administrator in the amount of \$10,027.00 from the Gross Settlement
8 Amount for its services and costs of administering the Settlement.

9 13. Upon the Effective Date, Plaintiff and all Participating Class Members shall release
10 claims against all Released Parties as follows:

11 a. "Released Parties" means Simpson Strong-Tie Company, Inc., and its former and
12 present employees, directors, shareholders, officers, owners, attorneys, agents,
13 insurers, agents, successors, assigns, parents, subsidiaries, affiliates, or legal
14 representatives and any individual or entity which could be jointly liable with
15 Defendant and all persons or entities acting by, through, under, or in concert with
16 any of them.

17 b. **Release of Claims by Plaintiff and Class Members.** In consideration of the
18 monetary sum provided by Defendant and upon the Effective Date and Defendant's
19 funding of the Gross Settlement Amount, Plaintiff and each of the Participating
20 Class Members shall waive, fully release and forever discharge the Released Parties
21 from any and all claims, rights, demands, liabilities, and causes of action of any
22 kind arising from the alleged violation of any provision of common law, California
23 law and/or federal law which was or could have been raised in any of Plaintiff's
24 complaints filed in the Action (including Plaintiff's complaint, first amended
25 complaint, and second amended complaint), or letter to the LWDA, including but
26 not limited to claims for off-the-clock work, failure to properly compensate for all
27 hours worked, unpaid wages, unpaid overtime wages, failure to pay all wages
28 earned every pay period, underpaid wages based on time rounding, failure to pay

1 all compensation, premiums or sick pay at the regular rate of pay or correct regular
2 rate of pay, failure to provide meal periods or rest periods, unpaid premium wages
3 for meal periods or rest periods, untimely payment of wages, inaccurate wage
4 statements, recordkeeping violations, failure to timely pay all wages due at
5 termination, unfair competition, reimbursement of business expenses, unlawful
6 deductions from wages, failure to pay sick pay, claims based on California Labor
7 Code sections 201, 202, 203, 204, 206.5, 210, 218.5, 218.6, 221, 223, 224, 226,
8 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
9 1197.1, 1198, 2751, 2698 et seq., 2800, 2802, California Code of Regulations, Title
10 8 Section 11000 et seq., the applicable Industrial Welfare Commission (IWC) Wage
11 Orders, Business & Professions Code section 17200-17208 or any related damages,
12 penalties, restitution, disgorgement, interest or attorneys' fees, and that arose at any
13 time between August 31, 2019 and August 31, 2024 ("Settled Claims"). Plaintiff
14 and Participating Class Members shall be permanently barred and enjoined from
15 the institution or prosecution of any and all Settled Claims against the Released
16 Parties, except as to such rights or claims as may be created by the Settlement.

17 i. This settlement and the judgment entered thereon shall have res judicata
18 effect precluding Plaintiff and the Participating Class Members from
19 initiating any other proceedings regarding claims released pursuant to this
20 Agreement.

21 14. Upon the Effective Date, Plaintiff, PAGA Group Members, and the State of California
22 shall release PAGA claims as follows:

23 c. **Release of PAGA Claims.** For the avoidance of doubt, Class Members and PAGA
24 Group Members have no opt out rights as to the PAGA portion of the Settlement.
25 Accordingly, upon the Effective Date and Defendant's funding of the Gross
26 Settlement Amount, in consideration of the PAGA Settlement Amount, Plaintiff,
27 on behalf of himself and the State of California, and all PAGA Group Members,
28 waive, fully release and forever discharge the Released Parties from any and all

claims under PAGA which were or could have been raised in the Action, including PAGA claims based on the Settled Claims and/or California Labor Code sections 201, 202, 203, 204, 206.5, 210, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2698 et seq., 2800, 2802, California Code of Regulations, Title 8 Section 11000 et seq., the applicable Industrial Welfare Commission (IWC) Wage Orders, and that arose at any time between September 16, 2021 and August 31, 2024.

15. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

16. The Court finds that the Net Settlement Amount of \$1,670,851.15 and the methodology used to calculate Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to PAGA Group Members are fair and reasonable. The Court thus authorizes the Settlement Administrator to pay settlement allocations in accordance with the terms of the Settlement. Defendant shall ensure a wire transfer to a bank account designated by the Settlement Administrator no later than fourteen (14) calendar days after the Effective Date (as that term is defined in the Settlement) for the Gross Settlement Amount plus Defendant's separate portion of the employer-side payroll taxes.

17. Payment of Individual Settlement Payments and Individual PAGA Payments shall be sent by the Settlement Administrator via First Class U.S. Mail within thirty (30) days after the Effective Date. Checks shall be valid for 180 calendar days from the date of mailing (the "Check Cashing Deadline"), and the face of each check shall prominently state the Check Cashing Deadline, when the check will be voided. Class Members who do not cash their settlement checks within 180 calendar days after mailing by the Settlement Administrator shall still be bound by the Settlement and the release of claims provided therein. It shall be presumed that each Class Member received his, her, or their Individual Settlement Payment (and PAGA Group Member payment, if applicable) on the date the payment was deposited in the United States mail, unless the payment is returned to the Settlement Administrator within the Check Cashing Deadline. Any check returned

1 by the post office with a forwarding address will be re-mailed within five (5) calendar days by the
2 Settlement Administrator to that forwarding address via First Class U.S. Mail. If no forwarding
3 address is provided, the Settlement Administrator shall attempt to determine the correct address
4 using all reasonably available sources, methods, and means, including, but not limited to, the
5 “National Change of Address Database”, skip traces, and direct contact by the Settlement
6 Administrator with Participating Class Members, and it shall then perform a re-mailing within
7 seven (7) calendar days of receiving a returned check. The Settlement Administrator need not take
8 further steps to deliver checks to Participating Class Members whose re-mailed checks are returned
9 as undelivered.

10 18. Pursuant to California Code of Civil Procedure section 384, following the expiration
11 of the 180-day Check Cashing Deadline, should there be any uncashed checks, the Settlement
12 Administrator shall transmit those amounts to the California Controller’s Unclaimed Property Fund
13 in the name of each Participating Class Member and/or PAGA Group Member who failed to cash
14 their individual check prior to the void date.

15 19. In accordance with California Rule of Court 3.771(b), notice of this Final Approval
16 Order and Judgment shall be given to the Class by the Settlement Administrator, who shall post a
17 copy of this Final Approval Order and Judgment on its website, the address of which was provided
18 to Class Members in the Class Notice.

19 20. This document shall constitute a Judgment for purposes of California Rules of
20 Court, Rule 3.769(h).

21 21. This Final Approval Order and Judgment is intended to be a final disposition of the
22 Action in its entirety and is intended to be immediately appealable. This final judgment resolves
23 and extinguishes all claims released by the Settlement against Defendant and the Released Parties.

24 22. The obligations set forth in the Settlement are deemed part of this Final Approval
25 Order and Judgment, and the Parties are ordered to carry out the Settlement according to its terms
26 and provisions.

27 23. Following entry of this Final Approval Order and Judgment, and without affecting the
28 finality thereof, pursuant to Code of Civil Procedure section 664.6 and Rules of Court, Rule 3.769(h),

1 the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the
2 Parties, including all Class Members and PAGA Group Members, solely for purposes of (i)
3 enforcing this Settlement, (ii) addressing settlement administration matters, and (iii) addressing such
4 post-Judgment matters may be appropriate under court rules or applicable law.

5 24. The Settlement is finally approved but is not an admission by Defendant or the
6 Released Parties of the validity of any claims in this Action, or of any wrongdoing by Defendant o
7 the Released Parties or of any violation of law. Neither this Order, the Settlement Agreement, nor
8 any related document or action taken to carry out the Settlement may be construed as, or may be
9 used as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or
10 liability whatsoever by or against Defendant or the Released Parties, nor shall be offered or
11 received in evidence in any civil, criminal, or administrative action or proceeding other than such
12 proceedings as may be necessary to consummate or enforce the Settlement. Nothing in the
13 Settlement or this Order is intended to extinguish or waive Defendant's rights to continue to oppose
14 the merits of the claims in this Action or class treatment of the claims in the Action if the Settlement
15 fails to become Effective as defined in the Settlement.

16 25. The Court sets a Compliance Hearing for January 29, 2026 at 2:30 p.m. in
17 Department 15. Class Counsel are ordered to file a final report and declaration by the Settlement
18 Administrator regarding the completion of settlement distribution activities by January 16, 2026.

19 26. Judgment in this matter is entered in accordance with the above findings.

20 **IT IS SO ORDERED AND ADJUGED.**

21
22 DATE: 05/29/2025



The Honorable Peter Borkon
Judge of the Superior Court, Alameda County
Peter Borkon / Judge

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 S Figueroa St., 31st Floor, Los
7 Angeles, California 90017. On **May 27, 2025**, I served the foregoing document described as:

8 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**
9 **AND PAGA SETTLEMENT AND JUDGMENT**

10 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
11 addressed as follows:

JONES DAY Cindi L. Ritchey, Bar No. 216899 critchey@jonesday.com 4655 Executive Drive, Suite 1500 San Diego, California 92121.3134 Telephone: +1.858.314.1200 Facsimile: +1.844.345.3178 Lauren E. Dutkiewicz, Bar No. 329017 ldutkiewicz@jonesday.com 3161 Michelson Drive, Suite 800 Irvine, California 92612.4408 Telephone: +1.949.851.3939 Facsimile: +1.949.553.7539	JONES DAY Aaron L. Agenbroad, Bar No. 242613 alagenbroad@jonesday.com 555 California Street, 26th Floor San Francisco, California 94104 Telephone: +1.415.626.3939 Facsimile: +1.415.875.5700
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18 **Attorneys for Defendant SIMPSON**
19 **STRONG-TIE COMPANY, INC.**

20 **[✓] BY E-MAIL: I hereby certify that this document was served from Los Angeles,**
21 **California, by e-mail delivery on the parties listed herein at their most recent known email**
22 **address or e-mail of record in this action.**

23 X (State) I declare under penalty of perjury under the laws of the State of California
24 that the above is true and correct.

25 Executed on **May 27, 2025**, at Los Angeles, California.

26 Steven Delgado
27 Name

26 /s/ Steven Delgado
27 Signature