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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF STANISLAUS

DALTON BINDA, on behalf of himself, and
all others similarly situated,

Plaintiff,

v.

INTERNATIONAL WOOD INDUSTRIES,
INC.; VENSURE HR, INC.; VENSURE
EMPLOYER SERVICES, INC.; HEALTH
INSURANCE & HR, INC.; VIMHR; and
DOES 3 through 10, inclusive,

Defendants.

Electronically Filed
2/3/2020 11:53 AM
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Christine Zulim, Deputy

Case No: CV 9000204

CLASS AND REPRESENTATIVE ACTION

**REVISED ~~PROPOSED~~ ORDER
GRANTING MOTIONS FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT AND
FOR AWARD OF REASONABLE
ATTORNEYS' FEES, CLASS
REPRESENTATIVE ENHANCEMENT,
AND SETTLEMENT ADMINISTRATION
FEES**

Date: January 30, 2020

Time: 8:30 a.m.

Dept. 23

Judge: The Hon. John D. Freeland

Complaint filed: October 19, 2016

This matter having come before the Court on January 29, 2020, for final approval of the parties' Joint Stipulation of Class Action and PAGA Settlement ("Stipulation") entered into by Plaintiff Dalton Binda ("Class Representative" or "Plaintiff") and Defendants International Wood Industries Inc., Vensure HR, Inc., Vensure Employer Services, Inc., and Health Insurance & HR, Inc. d/b/a VimHR (collectively "Defendants"), due and adequate notice having been given to the Class Members as required by the October 8, 2019 Preliminary Approval Order, and the Court, having considered all the papers filed and proceedings herein, having received no objections to the settlement, having determined that the settlement is fair, adequate and reasonable, and otherwise being fully informed, **IT IS HEREBY ORDERED:**

1. All capitalized terms used herein shall have the same meanings as given them in the Stipulation, which is attached as **Exhibit 1** to the Declaration of Eric A. Grover filed on January 6, 2020, and incorporated herein by reference.

2. The Court has jurisdiction over the subject matter of this proceeding and over all Parties to this proceeding, including all settlement Class Members.

3. The Court hereby unconditionally certifies the following class for settlement purposes only: "All hourly, non-exempt workers employed by VimHR, or its transferee, Marathon, who worked at any IWI California location during the time period October 11, 2014 through December 31, 2016, inclusive."

4. Distribution of notice of the settlement directed to the Class Members as set forth in the Stipulation has been completed in conformity with the Preliminary Approval Order. The class notice program set forth in the Stipulation and completed in conformity with the Preliminary Approval Order provided due and adequate notice of the nature of the case, the proposed settlement, and the other matters set forth in the Preliminary Approval Order. The notice program provided adequate and appropriate notice to persons entitled to notice of the settlement and therefore fully satisfied the requirements of due process. All Class Members and all Released Claims are covered by and included within the settlement and within this Order Granting Final Approval of Class Action Settlement and Judgment (the "Final Approval Order and Judgment").

1 5. No Class Member has objected to the settlement or the proposed award of
2 attorneys' fees, costs, or the Class Representative enhancement, and based on the record as a
3 whole, the Court hereby affirms the findings in the Preliminary Approval Order and finds that
4 the settlement is, in all respects, fair, adequate, and reasonable, and directs the parties to
5 effectuate the settlement according to the terms set forth in the Stipulation and this Final
6 Approval Order and Judgment. The Court finds that the settlement has been reached as a result
7 of intensive, serious, and non-collusive arm's-length negotiations. In granting final approval of
8 the Stipulation, the Court considered the nature of the claims, the amounts and kinds of benefits
9 paid in settlement, the allocation of settlement proceeds among the Class Members, and the fact
10 that a settlement represents a compromise of the Parties' respective positions rather than the
11 result of a finding of liability at trial. Additionally, the Court finds that the terms of the
12 Stipulation have no obvious deficiencies and do not improperly grant preferential treatment to
13 any individual Class Member.

14 6. By no later than 10 days after the Effective Date, as defined in section I(K) of
15 the Stipulation, Defendants shall deposit with Phoenix Settlement Administrators the Maximum
16 Settlement Amount of \$220,000.

17 7. The Court hereby confirms Keller Grover LLP and Law Offices of Scot D.
18 Bernstein, A Professional Corporation as Class Counsel.

19 8. Pursuant to the terms of the Stipulation and the authorities, evidence, and
20 argument set forth in Class Counsels' application, an award of attorneys' fees of \$73,333 as
21 final payment for and complete satisfaction of any and all attorneys' fees owed to Class
22 Counsel is hereby granted. The Court finds that Class Counsel's request falls within the range
23 of reasonableness and that the result achieved justifies the award. The payment of fees to Class
24 Counsel shall be made in accordance with the terms of the Stipulation.

25 9. Pursuant to the terms of the Stipulation and the authorities, evidence, and
26 argument set forth in Class Counsels' application, an award of costs of \$8,801.60 as payment
27 for costs incurred to date by Class Counsel is hereby granted. The payment of costs to Class
28 Counsel shall be made in accordance with the terms of the Stipulation.

1 10. The Court hereby confirms its prior approval of Plaintiff Binda as the Class
2 Representative and orders payment to the Class Representative in the sum of \$10,000 for his
3 service as a class representative. The payment of the Class Representative enhancement award
4 shall be made in accordance with the terms of the Stipulation.

5 11. The Court approves the payment of \$9,500 to Phoenix Settlement Administrators
6 for settlement administration services in this matter.

7 12. The Court approves the settlement of the California Labor Code §§ 2698, *et seq.*
8 claims alleged in the Lawsuit and the allocation of \$10,000 to settle those claims. Of that
9 amount, and in accordance with California Labor Code section 2699(i), 75%, or \$7,500 shall be
10 paid to the State of California Labor and Workforce Development Agency ("LWDA") in
11 accordance with the terms of the Stipulation. The remaining 25%, or \$2,500, shall be
12 distributed to the Class Members in accordance with the terms of the Stipulation.

13 13. The Court sets a compliance hearing to confirm full administration of the
14 settlement in accordance with the terms of this Final Approval Order and Judgment. The
15 compliance hearing is set for September 22, 2020 at 8:30 a.m. in Department 23. Class Counsel
16 shall submit a compliance report five court days prior to the compliance hearing, which shall
17 include the total amount that was actually paid to the class members pursuant to the subject
18 settlement. At the time of the compliance hearing, the Court shall amend the judgment to direct
19 that the sum of the unpaid funds, plus interest as required by the statute, be distributed as set
20 forth in the Settlement Agreement.

21 14. If this settlement does not become final and effective in accordance with the
22 terms of the Stipulation, this Final Approval Order and Judgment, and all orders entered in
23 connection herewith, shall be vacated and shall have no further force or effect.

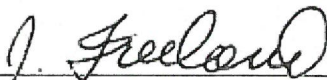
24 15. Neither the Final Approval Order nor the Judgment in paragraph 17 below nor
25 the Stipulation is, may be construed as, or may be used as, an admission or concession by or
26 against the Defendants, or any of the other Releasees (as defined in the Stipulation) of the
27 validity of any claim or any actual or potential fault, wrongdoing or liability.
28

1 16. The Court orders that Notice of the Court's Order Granting Final Approval and
2 Judgment shall be posted on the Settlement Administrator's website for a period of at least 90
3 days. (Civ. Code §1781(g); Cal. Rules of Ct., rule 3.771(b).)

4 17. Pursuant to Rule 3.769(h), California Rules of Court, the Court hereby enters
5 Judgment in this action; provided, however, that without affecting the finality of the settlement
6 or the Judgment entered herein, this Court shall retain exclusive and continuing jurisdiction
7 over the Lawsuit and the Parties, including all Class Members, for purposes of enforcing and
8 interpreting the Final Approval Order, the Stipulation, and the settlement funding and claims
9 distribution process established therein.

10
11 **IT IS SO ORDERED.**

12 Dated: 1/31/2020, 2020



HON. JOHN D. FREELAND
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

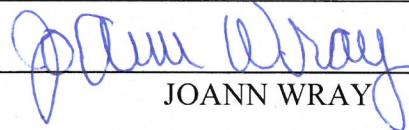
I, JOANN WRAY, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **January 30, 2020** in the case of *Dalton Binda v. International Wood Industries, Inc., et al.*, Stanislaus County Superior Court Case Number 9000204, I served the foregoing document(s):

REVISED [PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT

on the interested party(ies) below, using the following means:

Douglas J. Farmer, Esq. Brian D. Berry, Esq. Mildred M. De La Rosa Jessica Libbey OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Steuart Tower, Suite 1300 One Market Plaza San Francisco, California 94105	<i>Attorneys for Defendant</i> International Wood Industries, Inc. Douglas.Farmer@ogletreedeakins.com brian.berry@ogletreedeakins.com mildred.delarosa@ogletreedeakins.com jessica.libbey@ogletreedeakins.com
Benjamin K. Mason, Esq. MORLEY MASON, PLC 2600 W. Geronimo Place, Suite 100 Chandler, Arizona 85244	<i>Attorneys for Defendants</i> Vensure HR, Inc. Vensure Employment Services, Inc. ben@morleymason.com
Stephen W. Anderson, Esq. David A. Selden, Esq. GAMMAGE & BURNHAM Two N. Central Avenue 15 th Floor Phoenix, Arizona 85004 Telephone: (602) 256-4490 Facsimile: (602) 256-4475	<i>Attorneys for Defendants</i> Health Insurance & HR, Inc. sanderson@gblaw.com dselden@gblaw.com

<input checked="" type="checkbox"/>	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
<input checked="" type="checkbox"/>	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


JOANN WRAY