

1 Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
2 Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
3 410 West Arden Avenue, Suite 203
Glendale, California 91203
4 Tel: (818) 265-1020 / Fax: (818) 265-1021

5 *Attorneys for Plaintiff and the Class*

FILED

SEP 13 2021

SHASTA COUNTY SUPERIOR COURT
REDDING BRANCH
BY: CRYSTAL BATES

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SHASTA**

9 RICHARD BRANCACCIO, individually, and
on behalf of other members of the general
10 public similarly situated
11 **Plaintiff,**
12 vs.
13 KNAUF INSULATION, INC., an unknown
business entity; KNAUF INSULTAION USA,
14 an unknown business entity ; KNAUF
INSULATION, GMBH, an unknown business
15 entity ; KNAUF INSULATION, an unknown
business entity; and DOES 1 through 100,
16 inclusive,
17 **Defendants.**

Case No.: SC RD CV-CV-20-0195938-00
Honorable Tamara L. Wood
Department 8

CLASS ACTION

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Date: September 13, 2021
Time: 8:30 a.m.
Department: 8
Complaint Filed: January 9, 2019
FAC Filed: March 4, 2020
Trial Date: None Set

1 This matter has come before the Honorable Tamara L. Wood in Department 8 of the above-
2 entitled Court, located at 1500 Court Street, Redding, California 96001, on Plaintiff Richard
3 Brancaccio's ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys' Fees,
4 Costs, and Enhancement Payment ("Motion for Final Approval"). Lawyers *for* Justice, PC
5 appeared on behalf of Plaintiff, and Barnes & Thornburg LLP appeared on behalf of Defendant
6 Knauf Insulation, Inc. ("Defendant").

7 On March 25, 2021, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Stipulation of Class Action and
10 PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement
11 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions
12 for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All current and former non-exempt, hourly employees who worked for
26 Defendant within the State of California at any time during the period from
27 January 9, 2015 through March 25, 2021 ("Class" or "Class Members").

28 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the

1 Class Members, fully and accurately informed the Class Members of all material elements of the
2 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
3 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
4 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
5 California, the United States Constitution, due process and other applicable law. The Class Notice
6 fairly and adequately described the Settlement and provided the Class Members with adequate
7 instructions and a variety of means to obtain additional information.

8 5. Pursuant to California law, the Court hereby grants final approval of the Settlement,
9 which provides for a total Settlement Amount of \$880,000.00, and finds that it is reasonable and
10 adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that
11 the Settlement was reached following meaningful discovery and investigation conducted by
12 Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the result of serious, informed,
13 adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement
14 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
15 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk,
16 expense, and complexity of the claims presented; the likely duration of further litigation; the
17 amount offered in the Settlement; the extent of investigation and discovery completed; and the
18 experience and views of Class Counsel. The Court has further considered the absence of objections
19 to the Settlement submitted by Class Members. Accordingly, the Court hereby directs that the
20 Settlement be affected in accordance with the Settlement Agreement and the following terms and
21 conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval
27 Order and Judgment.

1 7. The Court finds that one Class Member has timely and validly opted out of the
2 Settlement and will not be bound by this Final Approval Order and Judgment. Nevertheless, all
3 PAGA Recipients (including those who opted out of the Class Settlement) are bound by the PAGA
4 Settlement and shall be issued Individual PAGA Shares.

5 8. The Court finds that payment of Settlement Administration Costs in the amount of
6 \$7,000 is appropriate for the services performed and costs incurred and to be incurred for the notice
7 and settlement administration process. It is hereby ordered that the Settlement Administrator,
8 Phoenix Settlement Administrators, shall issue payment to itself in the amount of \$7,000, in
9 accordance with the terms and methodology set forth in Settlement Agreement.

10 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
11 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
12 Administrator issue payment in the amount of \$7,500.00 to Plaintiff Richard Brancaccio for his
13 Enhancement Payment, according to the terms and methodology set forth in the Settlement
14 Agreement.

15 2. The Court finds that the allocation of \$30,000.00 toward penalties under the
16 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
17 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
18 Payment as follows: the amount of \$22,500.00 to the California Labor and Workforce
19 Development Agency, and the amount of \$7,500.00 will be distributed to Settlement Class
20 Members who worked for Defendant within the PAGA Period (“PAGA Recipients”).

21 10. The Court finds that the request for attorneys’ fees in the amount of \$308,000.00 to
22 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
23 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
24 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
25 amount of \$308,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
26 methodology set forth in the Settlement Agreement.

27 11. The Court finds that reimbursement of litigation costs and expenses in the amount
28 of \$23,647.52 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the

1 Settlement Administrator issue payment in the amount of \$23,647.52 to Class Counsel for
2 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
3 forth in the Settlement Agreement.

4 12. The Court hereby enters Judgment by which Settlement Class Member shall be
5 conclusively determined to have given a release of any and all Released Claims against the
6 Released Parties, as set forth in the Settlement Agreement and Class Notice.

7 13. It is hereby ordered that the Settlement Administrator will provide the Parties with
8 an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement and
9 that Defendant shall deposit the Settlement Amount into an account established by the Settlement
10 Administrator within seven (7) calendar days the Settlement Administrator provides the
11 accounting, in accordance with the terms and methodology set forth in the Settlement Agreement.

12 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
13 Settlement Payments to the Settlement Class Members and Individual PAGA Shares to PAGA
14 Recipients within fourteen (14) calendar days after Defendant funds the Settlement Amount,
15 according to the methodology and terms set forth in the Settlement Agreement.

16 15. After entry of this Final Approval Order and Judgment, pursuant to California Rules
17 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
18 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
19 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
20 any dispute arising from or in connection with the distribution of settlement benefits.

21 16. Notice of entry of this Final Approval Order and Judgment shall be given to the
22 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix
23 Settlement Administrators' website for a period of at least sixty (60) calendar days after the date
24 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

25
26 Dated: 9/13/21

MONIQUE MCKEE

HONORABLE TAMARA L. WOOD *Monique McKee*
JUDGE OF THE SUPERIOR COURT