

MARY BARBER and ISABEL
FERNANDEZ, as individuals and on behalf of
all others similarly situated,

Plaintiffs,

v.

GRUNDFOS PUMPS CORPORATION, a
California corporation, and DOES 1-20,
inclusive,

Defendants.

Case No. 14CECG00166 KCK

PRELIMINARY APPROVAL ORDER

Action Filed: January 21, 2014

Trial Date: September 2, 2015

The Court has considered the renewed unopposed motion by named plaintiffs Mary Barber and Isabel Fernandez for preliminary approval of a settlement in accordance with a Joint Stipulation for Class Action Settlement and Settlement Agreement and Release (the "Stipulation" or "Settlement"). The Court understands that the Settlement, together with other documents incorporated into the Settlement and exhibits, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice. Based on a review of the submissions by the Parties:

IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Stipulation, and all terms defined therein shall have the same meaning in this Order as set forth in the Stipulation.

2. It appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for Barber and Fernandez and Grundfos Pumps Corporation ("Grundfos") (collectively referred to as "the Parties") at this time are able to reasonably evaluate their respective positions. It further appears to the Court that Settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations with the assistance of private mediator Carl West (Ret.) of

1 JAMS. The Court has reviewed the monetary recovery provided for in the Settlement and preliminarily
2 finds that the monetary settlement awards made available to and other monetary payments made for
3 the benefit of all Putative Class Members are fair, adequate and reasonable when balanced against the
4 probable outcome of further litigation relating to liability and damages issues.

5 3. The Court preliminarily finds that the Stipulation appears to be within the range of
6 reasonableness of a settlement that could ultimately be given final approval by this Court.

7 4. The Court hereby conditionally certifies the Class and Sub-Classes for settlement
8 purposes only. The Alternative Rate Sub-Class shall be comprised of all persons employed in
9 California by Grundfos at its manufacturing plant in Fresno from January 21, 2011 through December
10 14, 2013 as hourly, non-exempt employees who earned overtime, shift differentials, lead pay, or other
11 compensation for time worked that was paid at anything other than their respective base rate. The
12 Base Rate Sub-Class shall be comprised of all persons employed by Grundfos at its manufacturing
13 plant located in Fresno, California from January 21, 2011 through December 14, 2013 as hourly, non-
14 exempt employees who only earned compensation for time worked paid at their respective base rate.
15 Putative Alternative Rate and Base Rate Sub-Class Members shall have the opportunity to request
16 exclusion from the Settlement. If the Settlement does not become final, the fact that the Parties were
17 willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on, nor
18 be admissible in connection with, the issue of whether a class should be certified in a non-settlement
19 context.

20 5. For purposes of this Settlement only, the Court hereby designates and appoints Mary
21 Barber and Isabel Fernandez to represent the Class.

22 6. For purposes of this Settlement only, the Court hereby designates and appoints Jones
23 Law Firm as Class Counsel for the Class and Sub-Classes. Class Counsel are authorized to act on
24 behalf of the Class with respect to all acts or consents required by, or which may be given pursuant to,
25 the Settlement, and such other acts reasonably necessary to consummate the Settlement.

26 7. Any Class Member may enter an appearance through counsel of such individual's own
27 choosing and at such individual's own expense. Any Class Member who does not enter an appearance
28 or appear on his or her own will be represented by Class Counsel.

1 8. The Court hereby preliminarily approves the definition and disposition of the Settlement
2 Fund and related matters provided for in the Stipulation.

3 9. The Court hereby preliminarily approves the Fees Award of up to \$416,666.00, Cost
4 Award of up to \$20,000.00, Service Awards to the named plaintiffs of up to \$20,000.00 (with
5 \$10,000.00 each awarded to Mary Barber and Isabel Fernandez), penalties of up to \$7,500 to the State
6 of California as civil penalties for the alleged violations, and Administration Costs of up to \$10,000.00.

7 10. The Court will conduct the Settlement Hearing for final approval on March 9, 2016, at
8 the Fresno County Superior Court (Dept. Number 403), located at 1130 O Street, Fresno, California,
9 to determine all necessary matters concerning the Settlement, including: whether the proposed
10 settlement of the Action on the terms and conditions provided for in the Stipulation is fair, adequate
11 and reasonable and should be finally approved by the Court; whether a Final Order and Judgment, as
12 provided in the Stipulation, should be entered herein; whether the plan of allocation contained in the
13 Stipulation should be approved as fair, adequate and reasonable; and to finally approve Class Counsel's
14 Fees Award and Cost Award, Named Plaintiffs' Enhancement Awards, Administration Costs, and
15 penalties payable to the Labor and Workforce Development Agency pursuant to the Private Attorneys
16 General Act.

17 11. The Court hereby approves, as to form and content, the Class Notice (the "Notice")
18 attached as Exhibit 1 hereto, to be distributed to the Class Members. The Court finds that distribution
19 of the Notice substantially in the manner and form set forth in the Settlement and this Order meets the
20 requirements of due process, is the best notice practicable under the circumstances, and shall constitute
21 due and sufficient notice to all persons entitled thereto.

22 12. The Court hereby appoints Phoenix Settlement Administrators as the Claims
23 Administrator and hereby directs the Claims Administrator to mail or cause to be mailed to Putative
24 Base Rate Sub-Class Members and Putative Alternate Rate Sub-Class Members the Notice by first
25 class mail within ten (10) days after the entry of this Preliminary Order using the procedures set forth
26 in the Stipulation.

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1 13. Class Members who wish to receive a monetary payment as provided for by the
2 Settlement must submit a timely and valid claim within sixty (60) days of the date that the Notice and
3 Claim Forms are mailed to the Settlement Class Members.

4 14. Any Putative Class Member may choose to be excluded from the Settlement as provided
5 in the Notice by following the instructions for requesting exclusion from the Settlement that are set
6 forth in the Notice. Any such person who chooses to be excluded from the Settlement will not be
7 entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right
8 to object, appeal or comment thereon. Any written request for exclusion must be signed by each such
9 person opting out. Putative Class Members who have not requested exclusion shall be bound by all
10 determinations of this Court, by the Settlement, and by the Final Order and Judgment.

11 15. Any Class Members may appear at the Settlement Hearing and may object to or express
12 their views regarding the Settlement, and may present evidence and file briefs or other papers, that may
13 be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice.

14 a. However, no Class Member, or any other person shall be heard or entitled to
15 object, and no papers or briefs submitted by any such person shall be received or considered by the
16 Court, unless on or before 60 days after the postmark date for the mailing of the Notice that person has
17 served by hand or by first class mail written objections and copies of any papers and briefs in support
18 of their position and verification of their membership in the Class upon: (1) Class Counsel via Charles
19 A. Jones, Jones Law Firm, 9585 Prototype Court, Suite B, Reno, NV 89521; and (2) Counsel for
20 Grundfos via Catherine A. Conway, Gibson, Dunn & Crutcher LLP, 333 South Grand Avenue, Los
21 Angeles, CA 90071 and filed the objections, papers and briefs with the Clerk of this Court. To be
22 valid, the papers must be filed with the Clerk of this Court and served on all of the above on or before
23 60 days after the mailing of the Notice. Any Class Member who does not make his or her objection in
24 the manner provided for in this Order shall be deemed to have waived such objection and shall forever
25 be foreclosed from making any objection to the Settlement.

26 16. All papers in support of the Settlement shall be filed with the Court and served no later
27 than fifteen (15) days before the Settlement Hearing. Plaintiffs shall file their application for an award
28 of Attorney's fees, costs and incentive awards for the Named Plaintiffs within 30 days of the mailing

1 of Notice. This application shall be made available to the Class Members by posting it on the Claims
2 Administrator's web-site.

3 17. Pending final determination as to whether the Settlement Agreement should be
4 approved, Putative Class Members shall not, directly, representatively, or in any other capacity,
5 institute or prosecute against the Released Parties any Released Claims in the Settlement.

6 18. If the Settlement does not become effective in accordance with the terms of the
7 Stipulation, or the Settlement is not finally approved, or is terminated, canceled or fails to become
8 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
9 shall revert to their respective positions as of before entering into the Stipulation.

10 19. The Court reserves the right to adjourn or continue the date of the Settlement Hearing
11 and all dates provided for in the Settlement without further notice to Putative Class Members, and
12 retains jurisdiction to consider all further applications arising out of or connected with the proposed
13 Settlement.

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Settlement Approval Schedule

Date	Event
November 17, 2015 (The day of the signing of the Order Granting Preliminary Approval)	Grundfos to Provide Settlement Administrator with database containing Putative Class Member information
By November 30, 2015 (10 days following entry of Order Granting Preliminary Approval)	Settlement Administrator to mail Notice Packets to all Putative Class Members
December 30, 2015 (30 days after Original Notice mailing)	Deadline for Plaintiffs to file their application for Attorney's Fees, Costs and Incentive Awards to the Named Plaintiffs
January 29, 2016 (60 days after Original Notice mailing)	Objection/Exclusion Deadline
January 29, 2016 (60 days after Original Notice mailing)	Deadline to Submit Claim Forms
March 9, 2016 (100 days following entry of Order Granting Preliminary Approval)	Final Approval Hearing

IT IS SO ORDERED.

Dated: November 17, 2015


HON. KRISTI CULVER KAPETAN
Superior Court Judge

Approved as to form and Content:

Dated: October __, 2015

JONES LAW FIRM

By: _____
Charles A. Jones
Attorneys for Plaintiffs

Dated: October __, 2015

GIBSON, DUNN & CRUTCHER LLP

By: _____
Catherine A. Conway
Attorneys for Defendant