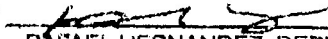


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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 14 2023

BY 
RAFAEL HERNANDEZ, DEPUTY

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

JOSEPH GREENDALE, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

ANDERSEN DISTRIBUTION, INC., a
Delaware Corporation; ANDERSEN
LOGISTICS SACRAMENTO LLC, a
Minnesota Limited Liability Company;
ANDERSEN WINDOWS, INC., a Minnesota
Corporation; RENEWAL BY ANDERSEN,
LLC, a Minnesota Limited Liability
Company; and DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVDS2016569
[Assigned to Hon. Judge David Cohn, Dept
S26, for all purposes]

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT

Complaint filed: August 3, 2020

The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action Settlement Agreement and Release of Claims (the "Settlement Agreement") came on for hearing in Department S26 of the above-entitled court. The Final Approval Motion was unopposed by Defendants Andersen Distribution, Inc., Andersen Logistics Sacramento LLC, Andersen Windows, Inc., and Renewal By Andersen, LLC ("Defendants"). Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT

1 all other materials properly before the Court and having conducted an inquiry pursuant to
2 California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was
3 entered by all parties in good faith, and the Settlement Agreement is approved. Due and
4 adequate notice having been given to the Class, and the Court having considered the Settlement
5 Agreement, all papers filed, and proceedings had herein and all oral and written comments
6 received regarding the proposed settlement, and having reviewed the record in this litigation, and
7 good cause appearing,

8 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

9 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
10 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

11 2. The Court has jurisdiction over the subject matter over this Action, the Class
12 Representative, the Class Members, and Defendants.

13 3. The Court finds that the distribution of the class Notice, as provided for in the
14 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
15 under the circumstances to all Class Members and fully met the requirements of California law
16 and due process under the California and United States Constitution. Based on evidence and
17 other material submitted, the actual notice to the class was adequate.

18 4. The Court finds that the instant Action presented a good faith dispute of the
19 claims alleged, and the Court finds in favor of settlement approval.

20 5. The Released Class Claims on behalf of the Participating Class Members
21 included:

- 22 a. all claims stated in the Complaint and those based solely upon the facts in
23 the Complaint, including: (a) failure to pay minimum wages, (b) failure to
24 pay overtime wages, (c) failure to provide meal periods, (d) failure to
25 provide rest breaks, (e) failure to pay vested vacation, sick leave, and/or
26 paid time off (“PTO”), (f) failure to timely pay wages upon separation of
27 employment, (g) failure to provide accurate itemized wage statements, (h)
28 failure to reimburse business expenses, (i) unfair and unlawful

1 competition, and (j) all other claims that reasonably could have arisen out
2 of the allegations made and facts alleged in the Complaint. The Released
3 Class Claims extend to all theories of relief regardless of whether the
4 claim is, was or could have been alleged as separate claims, causes of
5 action, lawsuits or based on other theories of relief, whether under federal
6 law, state law or common law (including, without limitation, as violations
7 of the California Labor Code, the IWC Wage Orders, applicable
8 regulations, or California's Business and Professions Code section 17200),
9 and includes all types of relief available for the above-referenced claims,
10 including damages, restitution, losses, penalties, attorneys' fees, costs,
11 expenses, interest, injunctive relief, declaratory relief, or liquidated
12 damages.

13 6. The PAGA Released Claims on behalf of the Aggrieved Employees included:

- 14 a. the PAGA claims that Plaintiff alleged against the Released Parties, on
15 behalf of the Aggrieved Employees and the State of California, based on
16 the facts stated in the operative complaint and in the relevant LWDA
17 notice letters (*i.e.*, the original LWDA letter submitted on June 15, 2020
18 and the amended LWDA letter submitted on December 22, 2022),
19 including all PAGA claims seeking civil penalties premised upon: (a)
20 failure to pay minimum wages, (b) failure to pay overtime wages, (c)
21 failure to provide meal periods, (d) failure to provide rest breaks, (e)
22 failure to pay vested vacation, (f) failure to failure to timely pay wages
23 each period, (g) failure to timely pay wages upon separation of
24 employment, (h) failure to provide accurate itemized wage statements, and
25 (i) all other claims for civil penalties recoverable under the Private
26 Attorneys General Act, Labor Code §§ 2698 *et seq.* or that reasonably
27 could have been alleged based upon the facts in the Action for alleged
28 violations of the following California Labor Code provisions: 200, 201,

1 201.3, 202, 203, 204, 208, 210, 212, 218.6, 221, 225.5, 226, 226.3, 226.7,
2 227.3, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800
3 and 2802.

4 7. There were no Objections and one Request for Exclusion to the Settlement. Thus,
5 all Class Members except for the one opt-out are Participating Class Members who are entitled
6 to payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees
7 are entitled to a pro rata share of PAGA Penalties as set forth in the Settlement Agreement.

8 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
9 each of the releases and other terms, as fair, just, reasonable, and adequate as to the settling
10 parties. The parties are directed to perform in accordance with the terms set forth in the
11 Settlement Agreement.

12 9. The parties are to bear their own costs, except as otherwise provided in the
13 Settlement Agreement.

14 10. For purposes of effectuating this Order and Judgment, this Court has certified the
15 following class: "all current and former nonexempt employees employed by Defendants in
16 California at any time during the Class Period of August 3, 2016 through November 27, 2022,"
17 as defined in the Settlement Agreement, and subject to the limitations therein as to Class
18 Members employed by Renewal by Andersen, LLC. The Court deems this definition sufficient
19 for purposes of California Rules of Court, rule 3.765(a).

20 11. With respect to the Settlement Class and for purposes of approving this
21 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
22 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
23 fact common to the Class Members, and there is a well-defined community of interest among the
24 Class Members with respect to the subject matter of the Action; (c) the claims of the Class
25 Representative are typical of the claims of the Class Members; (d) the Class Representative has
26 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
27 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of
28 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the

1 Plaintiff in his individual and representative capacity and for the Settlement Class.

2 12. By this Judgment, the Class Representative shall release, relinquish, and
3 discharge, and each of the Participating Class Members shall be deemed to have, and by
4 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
5 discharged all Class Claims, as defined herein and in the Settlement Agreement.

6 13. For purposes of effectuating this Order and Judgment, the release of the PAGA
7 Claims, as defined in the Settlement Agreement, shall apply to all Aggrieved Employees which
8 consists of “all current and former nonexempt employees employed by Defendants in California
9 at any time during the PAGA Period of August 3, 2019 through November 27, 2022.”

10 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
11 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
12 or the Settlement (i) is or may be deemed to be or may be used by the Plaintiff or Participating
13 Class Members as an admission of, or evidence of, the validity of any of the Class Claims, or of
14 any wrongdoing or liability of Defendants or any of the other Released Parties; or (ii) is or may
15 be deemed to be or may be used by Plaintiff or Participating Class Members as an admission of,
16 or evidence of, any fault or omission of Defendants or any of the other Released Parties in any
17 civil, criminal, or administrative proceeding in any court, administrative agency, or other
18 tribunal. Defendants or any of the other Released Parties may file the Settlement Agreement
19 and/or the Judgment from this Action in any other action that may be brought against it or them
20 in order to support a defense or counterclaim based on principles of *res judicata*, collateral
21 estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim
22 preclusion or issue preclusion or similar defense or counterclaim.

23 15. The Gross Settlement Amount to be paid under the Settlement Agreement is
24 \$900,000. From this amount, Class Counsel sought an award of attorney’s fees of \$300,000,
25 litigation expenses of \$13,068.74, a Service Award of \$5,000 for the Class Representative
26 Joseph Greendale, \$11,876.62 to the Settlement Administrator, Phoenix Settlement
27 Administrators, \$45,000 to the LWDA for PAGA penalties and \$15,000 to the Aggrieved
28 Employees for PAGA Penalties. Defendants do not oppose these requests. The Court finds that

1 the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below
2 from the Settlement Amount:

- 3 A. \$300,000.00 to Class Counsel for attorneys' fees;
- 4 B. \$13,068.74 to Class Counsel for costs/expenses;
- 5 C. \$5,000.00 to Joseph Greendale as a Service Award;
- 6 D. \$11,876.62 to the Settlement Administrator, Phoenix Settlement
7 Administrators;
- 8 E. \$45,000.00 to the LWDA;
- 9 F. \$15,000.00 to the Aggrieved Employees on a pro rata basis;
- 10 G. After deducting the foregoing payments from the Settlement Amounts, the
11 remainder shall form the Net Settlement Amount payable to the
12 Participating Class Members as set forth in the Settlement Agreement and
13 as calculated by the Settlement Administrator.

14 16. Defendants are directed to fund the Gross Settlement Amount within 30 calendar
15 days after the Effective Date. The Settlement Administrator is directed to calculate the
16 Participating Class Members' Individual Settlement Amounts from the Net Settlement Amount,
17 as well as the payments due to the Aggrieved Employees, and issue all payments within 10 days
18 of receipt of the payment in accordance with the Settlement Agreement. Concurrently with
19 mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the
20 Settlement Administrator include a Notice of Entry of Judgment to all Class Members either on a
21 postcard or as a detachable portion of the check, noting the following: "Please be advised that
22 on [date] the Superior Court of California for the County of San Bernardino entered Judgment in
23 the case entitled *Greendale v. Andersen Distribution, Inc, et al.*, San Bernardino County Superior
24 Court, Case No. CIVDS2016569, on behalf of all current and former nonexempt employees
25 employed by Defendants (Andersen Distribution, Inc., Andersen Logistics Sacramento LLC,
26 Andersen Windows, Inc., and/or Renewal by Andersen, LLC) in California at any time during
27 the Class Period of August 3, 2016 through November 27, 2022."

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1 17. Participating Class Members and Aggrieved Employees shall have 180 days to
2 negotiate the settlement check from the date of issuance by the Settlement Administrator. In the
3 event that a person does not negotiate his/her check within this time period, the check will be
4 canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result
5 of a failure to timely cash a settlement check shall be issued to the State Controller's Office in
6 the name of the Participating Class Members and/or Aggrieved Employees.

7 18. The following dates shall govern for purposes of this implementing this
8 Order/Judgment:

9 July 14, 2023	Final Approval Order is entered
10 September 12, 2023	The Effective Date occurs
11 October 12, 2023	Defendants, jointly and severally, are directed to fund the 12 Gross Settlement Amount and separately pay their share 13 of the employer's tax, as calculated and directed by the Settlement Administrator.
14 October 23, 2023	Settlement Administrator to issue checks to Participating Class Members, Class Representative, Class Counsel, 15 Aggrieved Employees and LWDA.
16 April 20, 2024	Deadline for Participating Class Members and Aggrieved Employees to cash settlement checks.
17 May 15, 2024	Deadline to file Declaration by Settlement Administrator describing: (i) the date the checks were mailed, (ii) the 18 total number of checks mailed to Participating Class Members and Aggrieved Employees, (iii) the number of 19 checks that were uncashed, (iv) the total value of those uncashed checks, and (v) the anticipated date payment 20 will issued to the State Controller.
21 Date: <u>7/15</u> , 2024 22 Time: <u>8:30</u> a.m.	OSC re: Disbursement Hearing

24
25 19. This document shall constitute a Judgment for purposes of California Rule of
26 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
27 Class Representative, the Participating Class Members, Aggrieved Employees, and Defendants
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1 for the purposes of supervising the implementation, enforcement, construction, administration,
2 and interpretation of the Settlement Agreement and this Judgment.

3 IT IS SO ORDERED.

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5 Dated: 7/14/23

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Hon. David Cohn

DAVID COHN