

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Vartan Madoyan (SBN 279015) FIRM NAME: LAWYERS for JUSTICE, PC STREET ADDRESS: 450 North Brand Blvd, Suite 900 CITY: Glendale STATE: CA ZIP CODE: 91203 TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021 EMAIL ADDRESS: vartan@calljustice.com ATTORNEY FOR (name): Plaintiff Salina Gallegos SUPERIOR COURT OF CALIFORNIA, COUNTY OF NAPA STREET ADDRESS: 825 Brown Street MAILING ADDRESS: CITY AND ZIP CODE: Napa, 94559 BRANCH NAME: Historic Courthouse	FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Salina Gallegos DEFENDANT/RESPONDENT: Central Valley Builders Supply	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: 21CV001191

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): June 24, 2025

2. A copy of the judgment, decree, or order is attached to this notice.

Exhibit A – Final Approval Order and Judgment

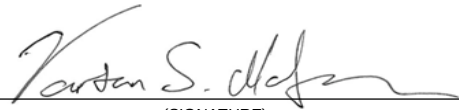
Exhibit B – Minute Order, dated June 24, 2025

Exhibit C – Notice to Appear, dated June 24, 2025

Date: June 30, 2025

Vartan Madoyan

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


 (SIGNATURE)

PLAINTIFF/PETITIONER: Salina Gallegos
 DEFENDANT/RESPONDENT: Central Valley Builders Supply

CASE NUMBER:
 21CV001191

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: June 30, 2025

Jhessica Tor

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT A

rec'd 5/23/25

FILED

JUN 24 2025

Clerk of the Napa Superior Court
By: [Signature]
Deputy

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
Matthew Richard Soto (SBN 353499)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Salina Gallegos and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

SALINA GALLEGOS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

CENTRAL VALLEY BUILDERS SUPPLY,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

SALINA GALLEGOS, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

CENTRAL VALLEY BUILDERS SUPPLY,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21CV001191 (Lead Case)
Consolidated Case No.: 21CV001446

Honorable Joseph J. Solga
Department B

CLASS ACTION

~~PROPOSED~~ ^{6/3} **FINAL APPROVAL
ORDER AND JUDGMENT**

Date: June 24, 2025
Time: 9:30 a.m.
Department: B

Complaint Filed: August 16, 2021
Trial Date: None Set

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

1 This matter has come before the Honorable Joseph J. Solga, in Department B of the
2 above-entitled Court, located at 825 Brown St, Napa, California 94559, on June 20, 2025 at
3 9:30 a.m., on Plaintiff Salina Gallegos' ("Plaintiff") Motion for Final Approval of Class Action
4 and PAGA Settlement, Attorneys' Fees and Costs, and Enhancement Payment ("Motion for
5 Final Approval"). Lawyers for Justice, PC, appeared on behalf of Plaintiff, and Simpson,
6 Garrity, Innes & Jacuzzi, PC appears as counsel for Defendant Central Valley Builders Supply
7 ("Defendant").

8 On January 16, 2025, the Court entered an Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled actions ("Actions") in accordance with the Joint Stipulation of
11 Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
12 Agreement"), which, together with the exhibits annexed thereto set forth the terms and
13 conditions for settlement of the Actions.

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

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

17 1. The Motion for Final Approval is granted in its entirety.
18 2. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 3. Unless otherwise specified, all citations and references to the PAGA statute that
21 are contained within this motion and supporting papers are to the former version of the PAGA
22 statute prior to the recent amendment effective July 1, 2024; the amended PAGA statute does
23 not apply to the above-captioned action and the Settlement pursuant to California Labor Code §
24 2699, subd. (v), as amended, because the above-captioned action was filed prior to June 19,
25 2024.

26 4. The Court finds that the applicable requirements of California Code of Civil
27 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied in the
28 Action, with respect to the Class and the Settlement. The Court hereby makes final its earlier

1 provisional certification of the Class for settlement purposes, as set forth in the Preliminary
2 Approval Order. The Class is hereby defined consist of the following individuals: all current
3 and former non-exempt, hourly-paid employees of Defendant in California at any time during
4 the Class Period ("Class" or "Class Members").

5 5. The "PAGA Employees" are hereby defined to consist of the following
6 individuals: all current and former non-exempt, hourly-paid employees of Defendant in
7 California at any time during the PAGA Period.

8 6. The Court finds that the Court-approved Notice of Class Action Settlement
9 ("Class Notice") that was provided to the Class Members, fully and accurately informed the
10 Class Members of all material elements of the Settlement, including and not limited to, Class
11 Members' right to object to the Settlement, Class Members' right to seek exclusion from the
12 Class Settlement, and Class Members' to dispute the Workweeks credited to them; the Class
13 Notice was the best notice practicable under the circumstances; the Class Notice was valid, due,
14 and sufficient notice to all Class Members; and the Class Notice complied fully with the laws of
15 the State of California, the United States Constitution, due process and other applicable law.
16 The Class Notice fairly and adequately described the Settlement and provided Class Members
17 with adequate instructions and a variety of means to obtain additional information.

18 7. This Court has jurisdiction over the Class Members as it pertains to the Actions
19 and the claims asserted in the Actions, the Court also has jurisdiction over all parties to the
20 Actions as it pertains to the Actions and the claims asserted in the Actions.

21 8. Pursuant to California law, the Court hereby grants final approval to the
22 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a
23 whole. More specifically, the Court finds that the Settlement was reached following meaningful
24 discovery and investigation conducted by Lawyers for Justice, PC ("Class Counsel"); that the
25 Settlement is the result of serious, informed, adversarial, and arms-length negotiations between
26 the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable.
27 In so finding, the Court has considered all of the evidence presented, including evidence
28 regarding the strength of Plaintiff's claims; the risk, expense, and complexity of the claims

1 presented; the likely duration of further litigation; the amount offered in the Settlement; the
2 extent of investigation and discovery completed; and the experience and views of Class
3 Counsel. The Court finds that the Settlement, including the monetary allocations and payments,
4 appear within the range of reasonableness, and that the monetary recovery to the Class is fair,
5 adequate, and reasonable when balanced against the probable outcome of further litigation
6 relating to certification, liability, and damages issues. The Court has further considered the
7 absence of any objections to the Class and PAGA Action Settlement submitted by Class
8 Members.

9 9. A full opportunity has been afforded to the Class Members to participate in the
10 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
11 been heard. The Court also finds that the Class Members also have had a full and fair
12 opportunity to exclude themselves from the Class Settlement.

13 10. The Court determines that Plaintiff and all Class Members who did not submit a
14 timely and valid Request for Exclusion from the Class Settlement ("Settlement Class
15 Members"), are bound by the Settlement and by this order and judgment ("Final Approval
16 Order and Judgment"), and thereby, as of the Effective Date and full funding of the Maximum
17 Settlement Amount, shall fully, finally, and forever release, settle, compromise, relinquish and
18 discharge the Released Parties, of and from all Released Class Claims.

19 11. The Court finds that Plaintiff has satisfied the prerequisites under the California
20 Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not
21 limited to, providing the California Labor and Workforce Development Agency ("LWDA") and
22 Defendant with notice of the specific provisions of the California Labor Code alleged to have
23 been violated, including, and not limited to, the facts and theories to support the alleged
24 violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the
25 Settlement Agreement has been submitted to the LWDA in conformity with California Labor
26 Code § 2699(1)(2). Pursuant to California Labor Code § 2699(1)(2), the Court has also
27 considered and reviewed the PAGA Settlement and the allocation of \$250,000.00 toward civil
28 penalties under the California Private Attorneys General Act of 2004 ("PAGA Amount"), and

1 the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The
2 Settlement Administrator shall distribute the PAGA Amount as follows: the amount of
3 \$187,500.00 to the LWDA ("LWDA Payment"), and the amount of \$62,500.00 to the PAGA
4 Employees, in accordance with the terms and methodology set forth in the Agreement.

5 12. The Court determines that, Plaintiff, the State of California (with respect to
6 PAGA Employees), and all PAGA Employees, are bound by the PAGA Settlement and this
7 Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of
8 the Maximum Settlement Amount, shall fully, finally, and forever release, settle, compromise,
9 relinquish and discharge the Released Parties, and each of them, from the Released PAGA
10 Claims pertaining to Plaintiff and the PAGA Employees.

11 13. The Court hereby directs that the Settlement be affected in accordance with the
12 Settlement Agreement and the terms and conditions set forth herein.

13 14. The Court finds that payment of Settlement Administration Costs in the amount
14 of \$12,005.00 is appropriate for the services performed and costs incurred and to be incurred for
15 the notice and settlement administration process. It is hereby ordered that the Settlement
16 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$12,005.00, in
17 accordance with the terms and methodology set forth in the Settlement Agreement.

18 15. The Court finds that the Enhancement Payment sought is fair and reasonable. It is
19 hereby ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 to
20 Plaintiff Salina Gallegos for her Enhancement Payment, according to the terms set forth in the
21 Settlement Agreement.

22 16. The Court finds that attorneys' fees in the amount of \$871,500.00 to Class
23 Counsel falls within the range of reasonableness, and the results achieved justify the award
24 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate,
25 and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment
26 in the amount of \$871,500.00 to Class Counsel for attorneys' fees, in accordance with the terms
27 and methodology set forth in the Settlement Agreement.

1 17. The Court finds that reimbursement of litigation costs and expenses in the
2 amount of \$13,665.11 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
3 that the Settlement Administrator issue payment in the amount of \$13,665.11 to Class Counsel
4 for reimbursement of litigations costs and expenses, in accordance with the terms and
5 methodology set forth in the Settlement Agreement.

6 18. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
7 Defendant shall deposit the Maximum Settlement Amount of \$2,490,000.00 into an account
8 established by the Settlement Administrator, in accordance with the terms and methodology set
9 forth in the Settlement Agreement.

10 19. It is hereby ordered that within seven (7) calendar days following the funding of
11 the Maximum Settlement Amount, the Settlement Administrator will issue payments due under
12 the Settlement and approved by the Court as follows: (a) Individual Settlement Payment checks
13 to Settlement Class Members, (b) Individual PAGA Payment to PAGA Employees, (c) LWDA
14 Payment to the LWDA, (d) Enhancement Payment to Plaintiff, (e) Attorneys' Fees and Costs to
15 Class Counsel, and (f) Settlement Administration Costs to the Settlement Administrator, in
16 accordance with terms and methodology set forth in the Settlement Agreement.

17 20. Each check issued to a Settlement Class Member and/or PAGA Employee for his
18 or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid for a
19 period of one hundred eighty (180) calendar days from the date of issuance of the check, and
20 after this time period, the check(s) shall be cancelled. The funds associated with checks issued
21 to Settlement Class Members and PAGA Employees that have not been cashed or deposited
22 within the 180-day period shall be transmitted to Napa Court Appointed Special Advocates for
23 Children as a *cy pres* recipient pursuant to California Code of Civil Procedure 384. All
24 Settlement Class Member and PAGA Employees shall be bound by the terms and conditions of
25 the Settlement Agreement regardless of whether or not they cash or otherwise negotiate their
26 Individual Settlement Payment check and/or their Individual PAGA Payment check.

27 21. After entry of this Final Approval Order and Judgment, pursuant to California
28 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,

1 implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,
2 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise
3 and adjudicate any dispute arising from or in connection with the distribution of settlement
4 benefits.

5 22. Individualized notice of this Final Approval Order and Judgment is not required.
6 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
7 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
8 date of entry of this Final Approval Order and Judgment. Class Counsel shall also submit a
9 copy of the Final Approval Order and Judgment to the LWDA in accordance with California
10 Labor Code section 2699(1)(3).

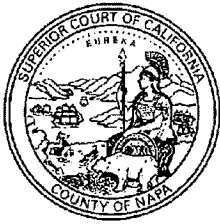
11 23. A Final Compliance Hearing is set for April 14 at 8:30 a.m. in
12 Department B. Class Counsel shall submit an accounting report regarding the status of the
13 funding and disbursement of the Settlement at least five (5) court days prior to the Final
14 Compliance Hearing.

15
16 **IT IS SO ORDERED.**

17
18 DATE: June 24, 2015


The Honorable Joseph J. Solga
Judge of the Napa County Superior Court of
California

EXHIBIT B



**Superior Court of California
County of Napa**

Minutes

Case #: 21CV001191

Salina Gallegos vs Central Valley Builders Supply

Hearing Date: 06/24/2025
Judicial Officer: Joseph J. Solga
Court Reporter: No Court Reporter
Courtroom: Courtroom B

Hearing Time: 8:30 AM
Clerk: S Dailey
Interpreter: No Interpreter

Parties Present remotely via Zoom:

Jacuzzi, Marc Lewis Attorney (Defendant)
Lucas, Sarah E. Attorney (Defendant)
Soto, Matthew R. Attorney (Plaintiff)

NATURE OF PROCEEDINGS

The matter comes on calendar regularly this date for a Case Management Conference and Motion for Final Approval of Class Action and PAGA Settlement, Attorneys Fees and Costs, and Enhancement Payment.

HEARING

The matter comes on calendar regularly this date for a Case Management Conference and Motion for Final Approval of Class Action and PAGA Settlement, Attorneys Fees and Costs, and Enhancement Payment.

Attorney for Plaintiff, Matthew Soto and Attorneys for Defendant, Sarah E. Lucas and Marc L. Jacuzzi are all appearing remotely via Zoom.

In regard to the Case Management Conference, the Court hears comments of Counsel in regard to the status of the matter.

Having heard comments, the Court continues the Court sets the matter for a further Case Management Conference as set forth below.

Case Management Statements are due fifteen days prior to the next hearing date.

Notice is waived.

-o0o-

In regard to the Motion for Approval of Class Action and PAGA Settlement, Attorneys Fees and Costs, and Enhancement Payment.

Per Counsel, there is no issue with the adoption of the Tentative Ruling, however Counsel is requesting that the continuance date be pushed out to the Spring of 2026.

There being no request for oral argument, the Court orders the following tentative ruling shall be adopted with the modification of the hearing date from October 24, 2025 to April 14, 2026, and incorporated into the minutes of the Court, making it the order of the Court:

**MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND ENHANCEMENT PAYMENT**

RULING: The motion for final approval of class action settlement is GRANTED. The Court will sign the proposed order. A Final Compliance Hearing is set for **April 14, 2026, at 8:30 a.m. in Dept. B.**

FUTURE HEARINGS

April 14, 2026 8:30 AM Other Hearing – Final Compliance Hearing
Courtroom B
Solga, Joseph J.

April 14, 2026 8:30 AM Conference: Case Management
Courtroom B
Solga, Joseph J.

-o0o-

EXHIBIT C

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF NAPA**

Case#: 21CV001191

Salina Gallegos vs Central Valley Builders Supply

Edwin Aiwazian
Matthew Soto
Lawyers for Justice PC
450 North Brand Blvd Suite 900
GLENDALE CA 91203
matthew@calljustice.com

Hearing Date: 04/14/2026

Hearing Time: 8:30 AM

Hearing Location: Courtroom B

NOTICE TO APPEAR

YOU ARE HEREBY NOTIFIED a Conference: Case Management has been scheduled in the Napa Superior Court at the time, date and location listed above.

CERTIFICATE OF MAILING

I hereby certify that I am not a party to this cause and that a copy of the foregoing document was

- ☒ **mailed** (first class postage pre-paid) in a sealed envelope
- ☐ **placed in attorney/agency folders** in the ☐ Criminal Courthouse ☐ Historic Courthouse
- ☐ **personal service** – personally delivered to the party listed above
- ☒ Notified by e-mail/telephone

at Napa, California on this date and that this certificate is executed at Napa, California this Date. I am readily familiar with the Court's standard practice for collection and processing of correspondence for mailing within the United States Postal Service and, in the ordinary course of business, the correspondence would be deposited with the United States Postal Service on the day on which it is collected at the Courthouse.

Date: 6/24/2025

Robert E Fleshman, Court Executive Officer


Sandra Dailey, Deputy Court Executive Officer

***An Assistive listening system is available upon request pursuant to Section 54.8(a) of the Civil Code.**

Napa Court is equipped to handle remote appearances. With proper notice to all parties, you may be allowed to appear remotely. See CCP section 367.75. Zoom meeting links and participant information can be found at www.napacourt.com/remote. When appearing via video, court hearings should be treated the same as if you are appearing in Court. Please contact the court with any questions 707-299-1100.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, CA 91203.

On June 30, 2025, I served the foregoing document(s) described as:

• **NOTICE OF ENTRY OF ORDER OR JUDGMENT**
on interested parties in this action by Electronic Service as follows:

Marc L. Jacuzzi (SBN 173220)

Sarah E. Lucas (SBN 148713)

SIMPSON, GARRITY, INNES & JACUZZI, PC

2175 N. California Blvd., Suite 710

Walnut Creek, CA 94596

Emails: mjacuzzi@sgijlaw.com; slucas@sgijlaw.com

Attorneys for Defendant

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

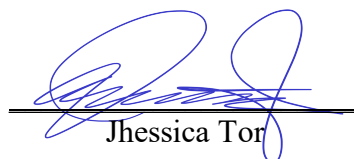
[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 30, 2025, at Glendale, California.


Jhessica Tor