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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF STANISLAUS

RACHEL V. CORREIA, an individual;
and on behalf of all others similarly
situated and aggrieved; REBEKAH
MEDINA, an individual; and on behalf of
all others similarly situated and aggrieved;
CARLOS COUSINEAU, an individual;
and on behalf of all others similarly
situated and aggrieved; DANIEL
GARCIA, an individual; and on behalf of
all others similarly situated and aggrieved,

Plaintiff,

vs.

GALLO GLASS COMPANY, a Nevada
corporation; NIGEL DART, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE No. CV-21-006459

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: September 1, 2023
Hearing Time: 8:30 a.m.
*[Hearing scheduled by Order dated April 14,
2023 at paragraph 12]*

Judge: Hon. Sonny S. Sandhu
Dept.: 24

Action Filed: December 1, 2021
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on September 5, 2023, the Court entered the
3 Order and Judgment in the above entitled action. A true and correct copy of the Order and
4 Judgment is attached hereto as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: September 5, 2023

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8
9 By: /s/ Kyle Nordrehaug
10 Kyle R. Nordrehaug
11 Attorneys for Plaintiffs
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On September 5, 2023, I served the document(s) described as:

1. NOTICE OF ENTRY OF JUDGMENT

X (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

PAULHASTINGSLLP
Nancy L. Abell
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228
Tel: 1-213-683-6162
Fax: 1-213-627-0705
Email: nancyabell@paulhastings.com

Raymond W. Bertrand
4747 Executive Drive
Twelfth Floor
San Diego, California 92121
Tel: 1-858-458-3000
Fax: 1-858-458-3005
Email: raymondbertrand@paulhastings.com
Tylar Moore / Email: tylarmoore@paulhastings.com
Tammy Morrow / Email: tammymorrow@paulhastings.com
Geneva Cazares / genevacazares@paulhastings.com

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

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

Executed on September 5, 2023, at La Jolla, California.


Kyle Nordrehaug

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF STANISLAUS

RACHEL V. CORREIA, an individual; and on
behalf of all others similarly situated and
aggrieved; REBEKAH MEDINA, an
individual; and on behalf of all others similarly
situated and aggrieved; CARLOS
COUSINEAU, an individual; and on behalf of
all others similarly situated and aggrieved;
DANIEL GARCIA, an individual; and on
behalf of all others similarly situated and
aggrieved,

Plaintiffs,

v.

GALLO GLASS COMPANY, a Nevada
corporation; NIGEL DART, an individual; and
DOES 1 through 100, inclusive,

Defendants.

FILED

SEP 05 2023

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY

 DEPUTY

CASE NO.: CV-21-006459

~~REVISED PROPOSED~~ FINAL
APPROVAL ORDER AND JUDGMENT

Hearing Date: September 1, 2023
Hearing Time: 8:30 a.m.

Judge: Honorable Sonny S. Sandhu
Dept.: 24

Action Filed: December 1, 2021
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion by Plaintiffs Rachel Correia, Rebekah Medina, Carlos Cousineau, and Daniel
2 Garcia ("Plaintiffs") for an order finally approving the Class Action and PAGA Action Settlement
3 Agreement (the "Agreement") with Defendants Gallo Glass Company and Nigel Dart
4 ("Defendants"), and the motion for attorneys' fees, costs, and service awards, duly came on for
5 hearing on September 1, 2023, at 8:30 a.m., in Department 24 of this Court, before the Honorable
6 Sonny S. Sandhu. In accordance with the Preliminary Approval Order, Class Members have been
7 given notice of the terms of the Settlement, as well as the opportunity to comment on or object to
8 it or to exclude themselves from its provisions.

9 I.

10 FINDINGS

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

13 1. All terms used herein shall have the same meaning as defined in the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending before
15 the California Superior Court for the County of Stanislaus, and over all Parties to this litigation,
16 including the Class.

17 3. Based on a review of the papers submitted by Plaintiffs and a review of the
18 applicable law, the Court finds that the Gross Settlement Amount of Three Million Eight Hundred
19 Twenty Thousand Dollars (\$3,820,000) and the terms set forth in the Agreement are fair,
20 reasonable, and adequate.

21 4. The Court further finds that the Settlement was the result of arm's length
22 negotiations conducted after Class Counsel had adequately investigated the claims and became
23 familiar with the strengths and weaknesses of those claims. In particular, the amount the
24 Settlement, the significant risks relating to certification, liability, and damages issues, and the
25 assistance of an experienced mediator in the settlement process, among other factors, support the
26 Court's conclusion that the Settlement is fair, reasonable, and adequate.

1 **Preliminary Approval of the Settlement**

2 5. On April 14, 2023, the Court entered the order granting preliminary approval of the
3 Settlement ("Preliminary Approval Order"). In this Preliminary Approval Order, the Court
4 approved conditional certification of the Class for settlement purposes only.

5 **Notice to the Class**

6 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
7 by first class mail to the Class Members at their last known addresses on or about June 12, 2023.
8 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
9 circumstances and was reasonably calculated to communicate actual notice of the litigation and
10 the proposed settlement to the Class. The Class Notice given to the Class Members fully and
11 accurately informed the Class Members of all material elements of the proposed Settlement and of
12 their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was
13 valid, due, and sufficient notice to all Class Members; and complied fully with the requirements of
14 California Code of Civil Procedure § 382, California Rules of Court §§ 3.766 and 3.769, the
15 California and United States Constitutions, and other applicable law. The Class Notice fairly and
16 adequately described the Settlement and provided Class Members adequate instructions and a
17 variety of means to obtain additional information.

18 7. The deadline for opting out of the Class or submitting written objections to the
19 Settlement was July 27, 2023. There was an adequate interval between notice and the deadline to
20 permit Class Members to choose what to do and act on their decision. A full opportunity has been
21 afforded to the Class Members to participate in this hearing, and all Class Members and other
22 persons wishing to be heard have been heard. Class Members also have had a full and fair
23 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
24 Court determines that all Class Members who did not timely and properly submit a signed Request
25 for Exclusion are bound by the Settlement and this Final Approval Order and Judgment.

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FINAL APPROVAL ORDER AND JUDGMENT

1 11. The Agreement is approved as fair, reasonable and adequate and in the best
2 interests of the Class Members.

3 **Attorneys' Fees and Costs**

4 12. An award of \$1,273,333 for attorneys' fees, representing one-third (1/3) of the
5 Gross Settlement Amount, and \$28,840.86 for litigation costs and expenses, is reasonable and
6 adequate, in light of the contingent nature of Class Counsel's fee, the hours worked by Class
7 Counsel, and the results achieved by Class Counsel. The requested award is cross-checked by
8 reference to Class Counsel's lodestar.

9 **Service Payments**

10 13. The Agreement provides for a Service Payments of not more than \$10,000 to each
11 of the Plaintiffs, subject to the Court's approval. The Court finds that Service Payments in the
12 amount of \$10,000 each to the Plaintiffs is reasonable in light of the risks and burdens undertaken
13 by the Plaintiffs in the litigation and for their time and effort in bringing and prosecuting this
14 matter on behalf of the Class.

15 **Settlement Administration Fees and Expenses**

16 14. The Settlement Administrator shall calculate and administer the payment to be
17 made to each of the Class Members, transmit payment for attorneys' fees and costs to Class
18 Counsel, transmit the Service Payments to the Plaintiffs, distribute the PAGA Settlement Amount,
19 issue any required tax reporting forms, calculate withholdings and perform the other remaining
20 duties set forth in the Agreement. The Settlement Administrator has documented \$14,000 in fees
21 and expenses, and this amount is reasonable in light of the work performed by the Settlement
22 Administrator.

23 **PAGA Settlement Amount**

24 15. The Agreement provides for a PAGA Settlement Amount out of the Gross
25 Settlement Amount of \$100,000, which shall be allocated \$75,000 to the California Labor &
26 Workforce Development Agency ("LWDA") as the LWDA Payment and \$25,000 to be
27 distributed to the Aggrieved Employees based on the number of Pay Periods that each worked in
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1 each position covered by the Settlement during the PAGA Period (the "Individual PAGA
2 Payment"). "Aggrieved Employees" are all current and former employees of Defendant Gallo
3 Glass Company who worked for Gallo Glass Company in the State of California, while classified
4 as non-exempt, at any time during the PAGA Period, which is September 23, 2020 through April
5 14, 2023. The Individual PAGA Payments shall be allocated and paid to all Aggrieved Employees
6 regardless of whether they request exclusion. The PAGA Settlement Amount is fair, reasonable
7 and adequate.

8 II.

9 ORDERS

10 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

11 16. The Class meets all of the legal requirements for class certification for the purposes
12 of settlement, and thus, the certification of the Class for the purposes of settlement is finally
13 approved. The Class is defined as follows:

14 All current and former employees of Defendant Gallo Glass Company who worked
15 for Gallo Glass Company in the State of California, while classified as non-exempt,
at any time during the Class Period.

16 The Class Period is from December 1, 2017 through April 14, 2023.

17 17. All persons who meet the foregoing definition are Class Members, except for those
18 individuals who timely submitted a signed request for exclusion ("opt out") from the Class. The
19 three (3) individuals who submitted a signed request for exclusion are Javier R. Caldera, Michelle
20 Dickinson and Eric Foss.

21 18. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
22 best interest of the Class and each Class Member.

23 19. Class Counsel are awarded attorneys' fees in the amount of \$1,273,333 and costs in
24 the amount of \$28,840.86, which shall be allocated and distributed in accordance with the
25 Agreement. Class Counsel shall not seek or obtain any other compensation or reimbursement
26 from Defendant, Plaintiffs or Class Members. The difference between the \$30,000 budget for
27 costs in the Agreement and the actual costs sought is \$1,159.14. The Parties agree that of this
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FINAL APPROVAL ORDER AND JUDGMENT

1 amount, \$392.66 shall be allocated among 122 Aggrieved Employees whose gross Settlement
2 payments otherwise would be less than the amounts estimated in their respective Notices due to a
3 calculation error, and the remaining \$766.48 will be added to the Net Settlement Amount. With
4 that adjustment, all Participating Class Members and Aggrieved Employees will receive at least
5 the gross Settlement payment estimated in their respective Notices.

6 20. The payment of the Service Payments in the amount of \$10,000 to each of the
7 Plaintiffs is approved and is to be distributed in accordance with the Agreement.

8 21. The payment of \$14,000 to the Settlement Administrator for their fees and
9 expenses is approved and is to be distributed in accordance with the Agreement.

10 22. The PAGA Settlement Amount of \$100,000 is approved and is to be distributed in
11 accordance with the Agreement.

12 23. The Agreement and this Settlement are not an admission by Defendants, nor is this
13 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
14 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for
15 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
16 document referred to herein, nor any action taken to carry out the Agreement, may be construed
17 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability
18 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
19 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
20 admission or concession with regard to the denials or defenses by Defendants. Notwithstanding
21 these restrictions, Defendants may file in the Action or in any other proceeding this Final
22 Approval Order and Judgment, the Agreement, or any other papers and records on file in the
23 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
24 release, or other theory of claim or issue preclusion or similar defense as to the claims released by
25 the Settlement.

26 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
27 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Judgment shall be
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1 made available to Class Members as set forth in the Class Notice. It shall not be necessary to send
2 notice of entry of this Final Approval Order and Judgment to individual Class Members.

3 25. If the Agreement does not become final and effective in accordance with the terms
4 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
5 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
6 revert to their respective positions as of before entering into the Agreement, and expressly reserve
7 their respective rights regarding the prosecution and defense of this Action, including all available
8 defenses and affirmative defenses, and arguments that any claim in the Action could not be
9 certified as a class action and/or managed as a representative action.

10 26. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts
11 necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the
12 Settlement Administrator no later than 14 days after the Effective Date. Neither Defendants nor
13 any of the Released Parties shall have any further liability for costs, expenses, interest, attorney's
14 fees, or for any other charge, expense or liability, except as provided by the Agreement.

15
16 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

17 27. Final judgment is hereby entered in conformity with the Agreement and this
18 Court's Preliminary Approval Order. This document shall constitute a final judgment pursuant to
19 California Rule of Court 3.769(h).

20 28. Except as set forth in the Agreement and this Final Approval Order and Judgment,
21 Plaintiffs, and all Class Members, shall take nothing in the Action.

22 29. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
23 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
24 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
25 arising from or in connection with the distribution of settlement benefits without affecting the
26 finality of the Order in any way.

1 30. Each party shall bear its own attorneys' fees and costs, except as otherwise
2 provided in the Agreement and in this Final Approval Order and Judgment.

3 31. As of the Effective Date of the Settlement, and payment by Defendant Gallo Glass
4 Company to the Settlement Administrator of the full amount of the Gross Settlement and
5 Employer's Taxes, the Participating Class Members fully release and discharge Gallo Glass
6 Company, Nigel Dart, and the other Released Parties of any and all claims that were alleged, or
7 that reasonably could have been alleged based on the facts asserted, in the Operative Complaint,
8 for the duration of the Class Period. This includes statutory, constitutional, contractual or
9 common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages,
10 punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, that were
11 alleged or reasonably could have been alleged based on the facts asserted in the Operative
12 Complaint for violations of the California Labor Code, California Industrial Welfare Commission
13 Wage Orders, and California Business and Professions Code § 17200, *et seq.* for the following
14 categories of allegations, to the fullest extent such claims are releasable by law: (a) all claims for
15 failure to pay wages, including overtime premium pay and the minimum wage; (b) all claims for
16 the failure to provide meal and/or rest periods in accordance with applicable law, including
17 payments equivalent to one hour of the employee's regular rate of pay for missed, short or late
18 meal and/or rest periods and alleged non-payment of wages for meal periods worked and not
19 taken; (c) all claims for the alleged omission of any kind of remuneration when calculating an
20 employee's regular rate of pay; (d) all claims for the alleged failure to pay compensation at
21 employees' final rate of pay for unused vested paid vacation days; (e) all claims for the alleged
22 failure to indemnify and/or reimburse employees for any business expenses; (f) all claims for
23 failure to maintain required records; (g) all claims for failure to issue compliant wage statements;
24 (h) all claims for failure to issue timely payment of wages during, and upon termination of,
25 employment; (i) all claims for engaging in unfair business practices; and (j) all associated claims
26 for civil and statutory penalties. The Class Members understand and agree that this release
27 includes a good-faith compromise of disputed wage claims. The Class Members do not release
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FINAL APPROVAL ORDER AND JUDGMENT

1 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
2 Employment and Housing Act, unemployment insurance, disability, Social Security, workers'
3 compensation, or claims based on facts occurring outside the Class Period. The "Released
4 Parties" are (i) Gallo Glass Company, (ii) Nigel Dart, (iii) any of Gallo Glass Company's present
5 and former parents, subsidiaries and affiliated companies or entities, and (iv) the respective
6 officers, directors, employees, partners, shareholders and agents, and any other successors, heirs,
7 assigns and legal representatives of the entities and individuals in (i) through (iii).

8 32. As of the Effective Date of the Settlement, and payment by Defendant Gallo Glass
9 Company to the Settlement Administrator of the full amount of the Gross Settlement and
10 Employer's Taxes, Plaintiffs—on behalf of the State of California, the LWDA, and the Aggrieved
11 Employees—release and discharge Gallo Glass Company, Nigel Dart, and the other Released
12 Parties of any and all claims for civil penalties that were alleged, or that reasonably could have
13 been alleged based on the facts asserted, in the PAGA Notices and Operative Complaint, for the
14 duration of the PAGA Period. This includes all claims for penalties, attorneys' fees, litigation
15 costs, restitution, or equitable relief, recoverable through PAGA and arising out of or based upon
16 the facts asserted in the PAGA Notices and Operative Complaint for violations of any provision of
17 the California Labor Code or California Industrial Welfare Commission Wage Orders; including
18 the following categories of allegations, to the fullest extent such claims are releasable by law: (a)
19 all PAGA claims predicated on the failure to pay wages, including overtime premium pay and the
20 minimum wage; (b) all PAGA claims predicated on the failure to provide meal and/or rest periods
21 in accordance with applicable law, including payments equivalent to one hour of the employee's
22 regular rate of pay for missed, late or short meal and/or rest periods and alleged non-payment of
23 wages for meal periods worked and not taken; (c) all PAGA claims predicated on the alleged
24 omission of any kind of remuneration when calculating an employee's regular rate of pay; (d) all
25 PAGA claims predicated on the alleged failure to pay compensation at employees' final rate of
26 pay for unused vested paid vacation days; (e) all PAGA claims predicated on the alleged failure to
27 indemnify and/or reimburse employees for all business expenses; (f) all PAGA claims for failure
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FINAL APPROVAL ORDER AND JUDGMENT

1 to maintain required records; (g) all PAGA claims for failure to issue compliant wage statements;
2 (h) all PAGA claims for failure to issue timely payment of wages during, and upon termination of,
3 employment; and (i) all other associated PAGA penalties.

4 33. As of the Effective Date of the Settlement, and payment by Defendant Gallo Glass
5 Company to the Settlement Administrator of the full amount of the Gross Settlement and
6 Employer's Taxes, and in consideration of their Service Payments and Individual Class Payments,
7 Plaintiffs Rebekah Medina and Dan viel Garcia hereby release any and all of their known and
8 unknown claims against Gallo Glass Company, Nigel Dart, and the other Released Parties, as fully
9 set forth in the Agreement.

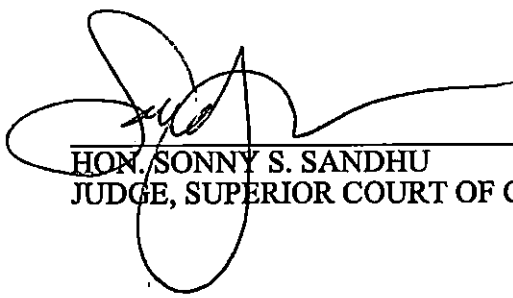
10 34. As of the Effective Date of the Settlement, and payment by Defendant Gallo Glass
11 Company to the Settlement Administrator of the full amount of the Gross Settlement and
12 Employer's Taxes, and in consideration of their Service Payments and Class Member Payments,
13 Plaintiffs Carlos Cousineau and Rachel V. Correia hereby release any and all claims that were
14 alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative
15 Complaint against Gallo Glass Company, Nigel Dart, and the other Released Parties, as set forth
16 fully in the Agreement.

17 35. Upon completion of the administration of the Settlement, the Settlement
18 Administrator will provide written certification of such completion to the Court and counsel for
19 the Parties.

20 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
21 **ORDERED.**

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24 Dated: _____

9/1/2023.



HON. SONNY S. SANDHU
JUDGE, SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT