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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.

CASE NO.: **CV-21-006459**

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Hearing Date: April 14, 2023

Hearing Time: 10:00 a.m.

Judge: Honorable Sonny S. Sandhu

Dept.: 24

Action Filed: December 1, 2021

Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This motion by Plaintiffs Rachel Correia, Rebekah Medina, Carlos Cousineau, and Daniel  
2 Garcia (“Plaintiffs”) for preliminary approval of the Class Action and Private Attorneys General  
3 Act (“PAGA”) Representative Action Settlement with Defendants Gallo Glass Company and  
4 Nigel Dart (“Defendants”) came before the Honorable Sonny S. Sandhu of the Superior Court of  
5 the State of California, in and for the County Stanislaus, on April 14, 2023. The Court, having  
6 considered the briefs, argument of counsel and all matters presented to the Court and good cause  
7 appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of the Class Action  
8 PAGA Representative Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Representative  
11 Action Settlement Agreement (hereinafter “Settlement,” “Settlement Agreement,” or  
12 “Agreement”) submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of  
13 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This preliminary  
14 approval is based on the Court’s determination that the Settlement set forth in the Agreement is  
15 within the range of possible final approval, pursuant to the provisions of section 382 of the  
16 California Code of Civil Procedure and California Rules of Court, rule 3.769.

17 2. This Order incorporates by reference the definitions in the Agreement, and all  
18 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

19 3. The Gross Settlement Amount is Three Million Eight Hundred Twenty Thousand  
20 Dollars (\$3,820,000). It appears to the Court on a preliminary basis that the settlement amount  
21 and terms are fair, adequate and reasonable as to all potential Class Members when balanced  
22 against the probable outcome of further litigation and the significant risks relating to certification,  
23 liability and damages issues. It further appears that investigation and research have been  
24 conducted such that counsel for the Parties are able to reasonably evaluate their respective  
25 positions. It further appears to the Court that settlement at this time will avoid substantial  
26 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the  
27 further prosecution of the Action. It further appears that the Agreement has been reached as the

1 result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily  
2 finds that the Settlement is fair, adequate, and reasonable when balanced against the probable  
3 outcome of further litigation and the significant risks relating to certification, liability, and  
4 damages issues.

5 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the  
6 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed Thirty  
7 Thousand Dollars (\$30,000), and proposed Service Payments to the Plaintiffs in an amount not to  
8 exceed Ten Thousand Dollars (\$10,000) each. The Court will not approve the amount of  
9 attorneys' fees and costs, nor the amount of any service payment, until the Final Approval  
10 Hearing. Plaintiffs will be required to present evidence supporting these requests prior to final  
11 approval.

12 5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to  
13 certification of a class for settlement purposes only. This stipulation will not be deemed  
14 admissible in this or any other proceeding should this Settlement not become final. For settlement  
15 purposes only, the Court conditionally certifies the following Class: "all current and former  
16 employees of Defendant Gallo Glass Company who worked for Gallo Glass Company in the State  
17 of California, while classified as non-exempt, at any time during the Class Period." The Class  
18 Period is December 1, 2017 through \_\_\_\_\_.

19 6. The Court concludes that, for settlement purposes only, the Class meets the  
20 requirements for certification under section 382 of the California Code of Civil Procedure in that:  
21 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
22 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
23 community of interest amongst the members of the Class with respect to the subject matter of the  
24 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class;  
25 (d) the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a  
26 class action is superior to other available methods for the efficient resolution of this controversy;

1 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are  
2 adequate representatives of the Class.

3         7.         The Court provisionally appoints Plaintiffs as the representatives of the Class. The  
4 Court provisionally appoints David D. Bibiyan, Jeffrey D. Klein, Sarah H. Cohen and Vedang J.  
5 Patel of Bibiyan Law Group, P.C., and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit  
6 Bhowmik, Jeffrey S. Herman and Sergio J. Puche of Blumenthal Nordrehaug Bhowmik de Blouw  
7 LLP as Class Counsel for the Class.

8         8.         The Court hereby approves, as to form and content, the Notice of Class Action and  
9 PAGA Representative Action Settlement (“Class Notice”), submitted as Exhibit A to the  
10 Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class  
11 of all material elements of the proposed Settlement, of the Class Members’ right to be excluded  
12 from the Class by submitting a written opt-out request, and of each Class Member’s right and  
13 opportunity to object to the Settlement. The Court also approves the inclusion of the Objection  
14 form and the Request for Exclusion form, attached to the Agreement as Exhibits B and C,  
15 respectively. The Court further finds that the distribution of the Class Notice substantially in the  
16 manner and form set forth in the Agreement and this Order meets the requirements of due process,  
17 is the best notice practicable under the circumstances, and shall constitute due and sufficient notice  
18 to all persons entitled thereto. The Court orders the mailing of the Class Notice with the Objection  
19 and Request for Exclusion forms by first class mail, pursuant to the terms set forth in the  
20 Agreement. If a Class Notice packet is returned because of an incorrect address, the Settlement  
21 Administrator will promptly search for a more current address for the Class Member and re-mail  
22 the Class Notice packet to the Class Member no later than ten days after the receipt of the  
23 undelivered Class Notice.

24         9.         The Court hereby appoints Phoenix Settlement Administrators as Settlement  
25 Administrator for the Settlement. No later than twenty-one (21) calendar days after issuance of  
26 this Order, Defendant shall provide to the Settlement Administrator an electronic spreadsheet with  
27 the Class Member Data. This information will otherwise remain confidential and will not be  
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1 disclosed to anyone, except as required to applicable taxing authorities, to carry out the procedures  
2 in the Agreement, or pursuant to Defendants' express written authorization or by order of the  
3 Court. The Settlement Administrator will perform address updates and verifications as necessary  
4 prior to the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no  
5 event later than fourteen (14) calendar days after receiving the Class Member Data spreadsheet,  
6 the Administrator will mail the Class Notice to all Class Members via first-class U.S. Mail.

7       10. The Court hereby preliminarily approves the proposed procedure for exclusion  
8 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded  
9 from the Class as provided in the Class Notice by following the instructions set forth in the Class  
10 Notice. All requests for exclusion must be postmarked by no later than the Opt-Out Period, which  
11 is forty-five (45) calendar days after the Settlement Administrator mails the Class Notice to Class  
12 Members. If the Class Notice is re-mailed, this Opt-Out Period shall be 15 days from the re-  
13 mailing, or 45 days from the initial mailing, whichever is later. Any person who chooses to opt-  
14 out of and be excluded from the Class will not be entitled to any recovery under the Class Action  
15 Settlement and will not be bound by the Class Action Settlement or have any right to object,  
16 appeal or comment thereon. Aggrieved Employees shall be sent their share of the PAGA  
17 Settlement Amount and will be subject to the release of the PAGA claims as set forth in the  
18 Agreement regardless of whether they opt-out of the Class. Class Members who have not  
19 requested exclusion shall be bound by all determinations of the Court, the Agreement, and the  
20 Judgment. A request for exclusion applies only to the individual submitting the request for  
21 exclusion, and any attempt to effect an opt-out on behalf of any other individual or individuals  
22 (including a group, class, or subclass of individuals) is not permitted and will be deemed invalid.

23       11. Any Class Member who has not opted-out may appear at the Final Approval  
24 Hearing and may object or express the Member's views regarding the Settlement and may present  
25 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard  
26 and determined by the Court as provided in the Class Notice. Class Members will have until the  
27 deadline set forth in the Class Notice to submit their written objections to the Settlement  
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1 Administrator in accordance with the instructions in the Class Notice. Alternatively, or in addition  
2 to a written objection, any Class Member may also appear at the Final Approval Hearing to make  
3 an oral objection.

4 12. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_  
5 \_\_\_\_\_ at \_\_\_\_\_ in Department 24 at the City Towers Courthouse of the Stanislaus  
6 County Superior Court to determine all necessary matters concerning the Settlement, including:  
7 whether the proposed settlement of the Action on the terms and conditions provided for in the  
8 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether  
9 the Final Approval Order and Judgment should be entered herein; whether the plan of allocation  
10 contained in the Agreement should be approved as fair, adequate and reasonable to the Class  
11 Members; and to finally approve attorneys' fees and costs, the service awards, and the expenses of  
12 the Administrator. The motion for final approval and the motion for attorneys' fees, costs and  
13 service awards shall be filed with the Court and served on all counsel no later than sixteen (16)  
14 court days before the hearing and both motions shall be heard at the Final Approval Hearing.

15 13. Neither the Settlement nor any exhibit, document, or instrument delivered  
16 thereunder shall be construed as a concession or admission by Defendants in any way that the  
17 claims asserted have any merit or that this Action was properly brought as a class or representative  
18 action, and shall not be used as evidence of, or used against Defendants as, an admission or  
19 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or  
20 omission by Defendants or with respect to the truth of any allegation asserted by any person.  
21 Whether or not the Settlement is finally approved, neither the Agreement, nor any exhibit,  
22 document, statement, proceeding or conduct related to the Settlement or Agreement, nor any  
23 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,  
24 received as or deemed to be evidence for any purpose adverse to the Defendants, including, but  
25 not limited to, evidence of a presumption, concession, indication or admission by Defendants of  
26 any liability, fault, wrongdoing, omission, concession or damage.

1           14.     In the event the Settlement does not become effective in accordance with the terms  
2 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to  
3 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
4 and the Parties shall revert to their respective positions as of before entering into the Agreement,  
5 and expressly reserve their respective rights regarding the prosecution and defense of this Action,  
6 including all available defenses and affirmative defenses, and arguments that no claim in the  
7 Action could be certified as a class action and/or managed as a representative action. In such an  
8 event, the Court's orders regarding the Settlement, including this Order, shall not be used or  
9 referred to in litigation or otherwise for any purpose.

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

14           16.     The Action is stayed and all trial and related pre-trial dates are vacated, subject to  
15 further orders of the Court at the Final Approval Hearing.

16           **IT IS SO ORDERED.**

17  
18 Dated: \_\_\_\_\_

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