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16 Attorneys for Defendant,
17 BAGATELOS GLASS SYSTEMS, INC.

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF SACRAMENTO**

20
21 CESAR RODELAS, individually, and on behalf
of all others similarly situated,

22 Plaintiff,

23
24 vs.

25 BAGATELOS GLASS SYSTEMS, INC., a
26 California corporation; and DOES 1 through 10,
inclusive,

27 Defendants.
28

Case No.: 34-2021-00308023-CU-OE-GDS

[Assigned for All Purposes to the Honorable
Lauri A. Damrell, Department 22]

**JOINT STIPULATION TO AMEND THE
NOTICE OF PAGA ACTION
SETTLEMENT; [PROPOSED] ORDER
THEREON**

Date: October 25, 2024
Time: 10:30 a.m.
Dept.: 22

Action Filed: September 16, 2021
PAGA Notice: September 13, 2021
Trial Date: None Set

1 **TO THE HONORABLE COURT, PARTIES AND ATTORNEYS OF RECORD:**

2 Plaintiff CESAR RODELAS (“Plaintiff”) and Defendant BAGATELOS GLASS SYSTEMS,
3 INC. (“Defendant”) (together, the “Parties”), by and through their respective counsel of record, hereby
4 stipulate and agree as follows:

5 WHEREAS, in light of the Parties’ agreement to settle Plaintiff’s PAGA claims, Plaintiff
6 submitted a Motion to Approve PAGA Settlement Agreement and Release of PAGA Claims Pursuant to
7 Labor Code Sections 2698, et seq. (the “Motion”), on September 18, 2024;

8 WHEREAS, on October 10, 2024; this Court issued a ruling tentatively granting the Motion,
9 subject to the Parties’ clarification regarding the release contained in the Notice of PAGA Action
10 Settlement filed as Exhibit A to Exhibit 1 of the Declaration of Kane Moon In Support of Plaintiff’s
11 Motion to Approve PAGA Settlement Agreement;

12 WHEREAS, Plaintiff filed an amended Notice of PAGA Action Settlement on October 10, 2024;

13 WHEREAS, at the Motion Hearing on October 11, 2024, the Court set a Compliance Hearing for
14 October 25, 2024, and ordered the Parties to submit a Joint Stipulation in advance of this hearing jointly
15 agreeing to the amended language in the Notice of PAGA Action Settlement, which clarifies the scope of
16 the settlement and release of claims as only extending to those under PAGA;

17 WHEREAS, by and through this Joint Stipulation, and per the Court’s direction in the October 10,
18 2024 Tentative Ruling, the Parties agree to amend the release language in the Notice of PAGA Action
19 Settlement, attached hereto as Exhibit A, and now seek full and final approval of the PAGA Settlement.

20 **IT IS THEREFORE STIPULATED AND PROPOSED BY THE PARTIES HERETO AS**
21 **FOLLOWS:**

22 1. Per the Court’s direction in its October 10, 2024 Tentative Ruling, the Notice of PAGA
23 Action Settlement release language is amended to clarify the scope of the settlement and release of claims
24 as only extending to those under PAGA.

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1 Dated: October 17, 2024

MOON LAW GROUP, PC

2
3 By: Nichelle Christopher
4 KANE MOON
LILIT TER-ASTVATSATRYAN
NICHELLE CHRISTOPHERSON

5 Attorneys for Plaintiff Cesar Rodelas

6 Dated: October 17, 2024

LEWIS BRISBOIS BISGAARD & SMITH

7
8 By: William R. H. Mosher
9 WILLIAM R. H. MOSHER
10 ADAM G. KHAN

11 Attorneys for Defendant Bagatelos Glass Systems,
12 Inc.

EXHIBIT A

NOTICE OF PAGA ACTION SETTLEMENT

*Cesar Rodelas v. Bagatelos Glass Systems, Inc., Case No. 34-2021-00308023-CU-OE-GDS
Sacramento County Superior Court*

This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED AS A NON-EXEMPT EMPLOYEE BY DEFENDANT BAGATELOS GLASS SYSTEMS, INC. (“DEFENDANT”) FROM SEPTEMBER 16, 2020, THROUGH OCTOBER 11, 2024, THIS PAGA SETTLEMENT AFFECTS YOUR RIGHTS.

This settlement does not release any individual claims that you might have against Defendant outside of PAGA.

A settlement (the “Settlement”) has been reached in a lawsuit entitled *Cesar Rodelas v. Bagatelos Glass Systems, Inc., Sacramento County Superior Court, Case No. 34-2021-00308023-CU-OE-GDS* (the “Action”), asserting claims under the Labor Code Private Attorney General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”). The Settlement resolves the Action. The purpose of this Notice is to explain to you why you are receiving a portion of the Settlement proceeds.

Who is affected by this proposed Settlement?

The Court has designated for settlement purposes the following persons as “Covered Employee(s),” who are entitled to a portion of the Settlement proceeds:

all current and former hourly employees of Defendant who performed work in California at any time during the period from September 16, 2020, through October 11, 2024.

According to Defendant’s records, you are one of the Covered Employees.

What is this case about?

In the Action, Plaintiff Cesar Rodelas (“Plaintiff”) asserted claims that Defendant violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) [Lab. Code § 2699, *et seq.*].

Defendant denied all liability and was confident it had strong legal and factual defenses to Plaintiff’s claims.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses. This Settlement is a compromise reached after good faith, arm’s-length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability by Defendant. The Court approved the Settlement.

What are the Settlement terms?

Defendant will pay **\$395,000.00** (the “Gross Settlement Amount”) for: (a) payment of **\$179,372.04** to the Labor and Workforce Development Agency (“LWDA”) as its 75% share of the net amount (after deducting PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment from the Gross Settlement Amount); (b) payment of **\$59,790.68** to Covered Employees as their 25% share of the net amount, (c) payment of PAGA Counsel Fees of **\$131,653.50** and PAGA Counsel Litigation Expenses of **\$18,133.78**; (d) litigation Enhancement Payment of **\$2,500.00** to each Plaintiff for prosecuting the Action on your and State of California’s behalf; and, (e) payment of Administration Expenses of **\$3,550.00** to the Administrator.

All Covered Employees (including Plaintiff) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for PAGA civil penalties under the Labor Code, based on acts or omissions alleged or that could have been alleged in the Action based on the facts therein, including the facts, legal theories and allegations in the Operative Complaint in the Action and Plaintiff’s PAGA Notice to the LWDA for PAGA civil penalties, and any related attorneys’ fees, costs, or interest. This release specifically excludes any claims for civil penalties recoverable under the Labor Code that are not related to PAGA.

The “Released Parties” means: Bagatelos Glass Systems, Inc., and its current and former, direct and indirect owners, parents, subsidiaries, brother-sister companies, and all other affiliates and related entities, and each of its respective current and former owners, partners, officers, directors, managers, employees, attorneys, agents, and other related parties.

The Individual PAGA Payment to you will be classified as other miscellaneous income and will be reported on IRS Form 1099-MISC, if required.¹ Your share was calculated based on the number of pay periods you worked for Defendant during the PAGA Period.

All checks will remain valid and negotiable for one hundred eighty (180) days from the date of the check's issuance and will automatically be void if not cashed within that time. Uncashed checks will be sent to the California State Controller in the name of the Covered Employee who did not cash the check, from which the Covered Employee may claim the funds.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

¹ One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your Individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

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[PROPOSED] ORDER

Based on the Joint Stipulation filed by the Parties and for good cause appearing, the Court hereby
ORDERS as follows:

As amended, the Notice of PAGA Action Settlement, attached hereto as **Exhibit A**, is approved.

IT IS SO ORDERED.

DATE: _____

Honorable Lauri A. Damrell
Judge of the Superior Court