

SEP 11 2020

DAVID H. YAMASAKI, Clerk of the Court

BY: Larry Brown, DEPUTY

1 **HAINES LAW GROUP, APC**
2 Paul K. Haines (SBN 248226)
3 phaines@haineslawgroup.com
4 Sean M. Blakely (SBN 264384)
5 sblakely@haineslawgroup.com
6 Diana M. Martinez (SBN 322654)
7 dmartinez@haineslawgroup.com
8 222 N. Sepulveda Blvd., Suite 1550
9 El Segundo, California 90245
10 Tel: (424) 292-2350
11 Fax: (424) 292-2355

12 Attorneys for Plaintiff

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF ORANGE**

15 FABIO GALLO, as an individual and on behalf
16 of all others similarly situated,

17 Plaintiff,

18 vs.

19 COAST COMPOSITES, LLC, a Delaware
20 Limited Liability Corporation; and DOES 1
21 through 100;

22 Defendants.

Case No. 30-2018-01016120-CU-OE-CXC

[Assigned for all purposes to Hon. Glenda Sanders; Dept. CX101]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

23 Date: ^{July} April 24, 2020
24 Time: 1:30 p.m.
25 Dept.: CX101

26 Complaint Filed: September 4, 2018
27 Trial Date: None Set

1 The Motion of Plaintiff Fabio Gallo ("Plaintiff") for Final Approval of Class Action
2 Settlement came on regularly for hearing before this court on ~~April~~^{July} 24, 2020 at 1:30 p.m. pursuant CB
3 to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary Approval
4 of Class Action Settlement ("Preliminary Approval Order"). Having considered the Stipulation
5 of Settlement (the "Settlement")¹ and the documents and evidence presented in support thereof,
6 and recognizing the sharply disputed factual and legal issues involved in this case, the risks of
7 further prosecution and the substantial benefits to be received by the Settlement Class pursuant
8 to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair,
9 reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
10 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final
11 Approval of Class Action Settlement and ORDERS as follows:

12 1. The conditional class certification contained in the Preliminary Approval Order is
13 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
14 Class consisting of:

15 All current and former non-exempt employees employed by Defendant Coast
16 Composites, LLC who were issued or received a wage statement reflecting shift
17 premium pay in the State of California during the period of September 4, 2017
through August 17, 2019 ("Class Period").

18 2. Plaintiff Fabio Gallo is hereby confirmed as the Class Representative, and Paul K.
19 Haines and Sean M. Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

20 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
21 was approved by the Court on December 18, 2019, and the notice process has been completed in
22 conformity with the Court's Orders. The Court finds that said notice was the best notice
23 practicable under the circumstances. The Class Notice provided due and adequate notice of the
24 proceedings and matters set forth therein, informed Settlement Class members of their rights, and
25 fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule
26 of Court 3.769, and due process.

27
28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
Settlement.

1 4. The Court hereby approves the Settlement as set forth in the Settlement Agreement
2 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
3 according to its terms.

4 5. The Court finds that no Settlement Class member objected to the Settlement, no
5 Settlement Class member has opted out of the Settlement, and that the 100% participation rate in
6 the Settlement supports final approval.

7 6. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
9 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
10 community of interest among members of the Settlement Class with respect to the subject matter
11 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
12 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
13 interests of the Settlement Class members; (e) a class action is superior to other available methods
14 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
15 counsel for the Class Representative and the Settlement Class.

16 7. The Court finds that given the absence of objections to the Settlement, and
17 objections being a prerequisite to appeal, that this Order shall be considered final as of the date
18 of notice of entry.

19 8. The Court orders that Defendant Coast Composites, LLC (“Defendant”) shall
20 deposit the Maximum Settlement Amount of \$192,500.00 with the Settlement Administrator,
21 Phoenix Settlement Administrators, within twenty-one (21) days after the time to appeal this
22 Order has run.

23 9. The Court finds that the settlement payments, as provided for in the Settlement,
24 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
25 individual payments in conformity with the terms of the Settlement.

26 10. The Court finds that a Class Representative Incentive Award of \$5,000.00 to
27 Plaintiff is appropriate for the risks undertaken and his service to the Settlement Class. The Court
28 finds that the incentive award is fair, reasonable, and adequate, and orders that the Settlement

1 Administrator make this payment in conformity with the terms of the Settlement.

2 11. The Court finds that attorneys' fees in the amount of \$64,166.66. and actual
3 litigation costs of \$9,486.35 to Class Counsel, are fair, reasonable, and adequate, and orders that
4 the Settlement Administrator distribute these payments to Class Counsel in conformity with the
5 terms of the Settlement.

6 12. The Court orders that the Settlement Administrator, Phoenix Settlement
7 Administrators, shall be paid \$6,250.00 from the Maximum Settlement Amount for all of its work
8 done and to be done until the completion of this matter, and finds that sum appropriate.

9 13. The Court finds that a payment to the Labor & Workforce Development Agency
10 ("LWDA") in the amount of \$7,500.00 for the LWDA's share of civil penalties under the Labor
11 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
12 Settlement Administrator make this payment in conformity with the terms of the Settlement.

13 14. The Court finds and determines that upon satisfaction of all obligations under the
14 Settlement and this Order, all Settlement Class members are bound by the Settlement, have
15 released their claims as set forth in the Settlement, and are permanently barred from prosecuting
16 against Defendant any individual or class claims released pursuant to the Settlement.

17 15. The Settlement is not an admission by Defendant, nor is this Order a finding of the
18 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
19 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be
20 construed or deemed an admission of liability, culpability, or wrongdoing on the part of
21 Defendant.

22 16. Upon the date of this Order and Final Judgment, all Settlement Class members and
23 all persons purporting to act on their behalf or purporting to assert a claim through them,
24 including, but not limited to their dependents, heirs and assigns, beneficiaries, devisees, legatees,
25 executors, administrators, agents, trustees, conservators, guardians, personal representatives, and
26 successors-in-interest, whether individual, class, representative, legal, equitable, direct or
27 indirect, or any other type or in any other capacity (collectively, the "Releasing Parties") will
28 forever fully and irrevocably release and discharge Defendant Coast Composites, LLC, and any


1 and all of its past and present and future parents, affiliates, subsidiaries, predecessors, successors
2 and predecessors in interest, and assigns, and each of their respective officers, directors,
3 shareholders, members, owners, investors, employees, agents, attorneys, principals, heirs,
4 representatives, accountants, auditors, consultants, and all other persons acting on their behalf
5 (collectively the "Released Parties"), from any and all causes of action, claims, rights, demands,
6 damages, statutory damages, penalties, liabilities, expenses, and losses and disputes of any kind
7 or nature whatsoever, arising out of or relating to Defendant's issuance of wage statements to
8 Settlement Class Members, including any and all claims for penalties under the California Labor
9 Code and PAGA flowing from any wage statement violations (the "Released Claims"). The
10 period of the Release shall extend to the limits of the Class Period.

11
12 17. To the extent that any Settlement Award checks remain uncashed after 180
13 calendar days after they are mailed, the amount of those checks shall be directed to the California
14 State Controller Unclaimed Property Fund in the name of the Settlement Class member.

15 18. This document shall constitute a final judgment pursuant to California Rule of
16 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
17 approval hearing, the court must make and enter judgment. The judgment must include a
18 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
19 judgment. The court may not enter an order dismissing the action at the same time as, or after,
20 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
21 Approval Order, and this Judgment.

22 **IT IS SO ORDERED.**

23
24 Dated: 9/11, 2020

25 
26 Honorable Glenda Sanders
27 Judge of the Superior Court
28

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Gallo vs. Coast Composites, LLC**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE****CASE NUMBER:**
30-2018-01016120-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Judgment dated 09/11/20, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on September 11, 2020, at 4:46:50 PM PDT. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

GORDEE, NOWICKI & BLAKENEY LLP
KNOWICKI@GNA-LAW.COM

HAINES LAW GROUP, APC
PHAINES@HAINESLAWGROUP.COM

Clerk of the Court, by: *Larry Brown*, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE