

11/27/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Aspiras Deputy

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

12 GLENN LAWRENCE GALLUCCIO, on
behalf of himself and all others similarly
13 situated,

14 **Plaintiffs,**

15 v.

16 PPG ARCHITECTURAL FINISHES, INC.
a Delaware Corporation, PPG
17 INDUSTRIES, INC. a Pennsylvania
Corporation, and DOES 1 through 50
18 inclusive,

19 **Defendants.**

20
21 BRYAN CIOFFI, on behalf of himself and
all "aggrieved employees" pursuant to
Labor Code § 2698 et seq.,

22 **Plaintiffs,**

23 v.

24 PPG ARCHITECTURAL FINISHES,
25 INC., a Delaware corporation, and DOES 1
through 10, inclusive.

26 **Defendants.**
27
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Case No.: 20STCV36799
Related Case No. 20VECV01052

*Assigned for All Purposes to Hon. William F.
Highberger, Dept. SS-10*

CLASS ACTION

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: November 27, 2023
TIME: 8:30 a.m.
DEPT.: SS-10

Electronically Received 10/30/2023 02:36 PM

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1 Plaintiffs’ Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on November 27, 2023. The above-captioned Action is a class action lawsuit
3 brought by Plaintiffs Bryan Cioffi and Glenn Lawrence Galluccio (together, “Plaintiffs”) against
4 Defendants PPG Architectural Finishes, Inc. (“Defendant PAF”) and PPG Industries, Inc. (together,
5 “Defendants”) (collectively, the “Parties”). Plaintiffs allege, on behalf of a class of Defendant
6 PAF’s current and former employees, that Defendant PAF failed to pay all wages due (including
7 minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, double
8 time wages, reporting time wages, vacation wages and shift differentials), failed to provide meal
9 and rest periods or compensation in lieu thereof, failed to timely pay wages upon termination of
10 employment, failed to timely pay wages during employment, failed to maintain requisite payroll
11 records, and failed to reimburse business expenses . Defendants deny any and all alleged
12 wrongdoing, and deny any liability to the Plaintiffs or to members of the Class. Defendants contend
13 that that they have complied at all times with California law, including the California Labor Code,
14 the Industrial Commission Wage Orders, and the California Business and Professions Code.

15 On July 19, 2023, this Court entered an Order Granting Preliminary Approval of Settlement,
16 resulting in certification of the following provisional Settlement Class: all current and former non-
17 exempt employees who have worked in California for PPG Architectural Finishes, Inc. at any time
18 during the Class Period September 22, 2016 to November 15, 2022.

19 That Order further directed the Parties to provide Notice to the Class, which informed absent
20 class members of: (a) the proposed Settlement, and the Settlement’s key terms; (b) the date, time
21 and location of the Final Approval Hearing; (c) the right of any Class Member to object to the
22 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
23 any Class Member to exclude themselves from the proposed Settlement, and an explanation of the
24 procedures to exercise that right; and (e) an explanation of the procedures for class members to
25 participate in the proposed settlement.

26 The Court, upon Notice having been given as required in the Preliminary Approval Order,
27 and having considered the Class Action and PAGA Settlement Agreement and Class Notice and
28

1 Amendment to Class Action and PAGA Settlement Agreement and Class Notice, attached hereto
2 as **Exhibit 1** (the “Settlement”)¹, as well as all papers filed, hereby **ORDERS, ADJUDGES AND**
3 **DECREES AS FOLLOWS:**

4 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
5 to the Action, including all members of the Settlement Class.

6 2. The Court finds that the Settlement Class is properly certified for settlement
7 purposes only.

8 3. The Notice provided to the Settlement Class conforms with the requirements of
9 California Code of Civil Procedure section 382, California Civil Code section 1781, California
10 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
11 applicable law, and constitutes the best notice practicable under the circumstances, by providing
12 individual notice to all Class Members who could be identified through reasonable effort, and by
13 providing due and adequate notice of the proceedings and of the matters set forth therein to the
14 Class Members. The notice fully satisfied the requirements of due process.

15 4. The Court finds the settlement was entered into in good faith, that the settlement is
16 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
17 requirements for final approval of this class action settlement under California law, including the
18 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
19 3.769.

20 5. The Court approves the Gross Settlement Amount of Nine Hundred Thirty-Five
21 Thousand Dollars (\$935,000).

22 6. Zero (0) Class Members have objected to the terms of the Settlement.

23 7. Zero (0) Class Members have requested exclusion from the Settlement.

24 8. Upon entry of this Order, compensation to the participating members of the
25 Settlement Class and all Aggrieved Employees shall be affected pursuant to the terms of the
26 Settlement.

27 _____
28 ¹ The Settlement, including the definitions applicable to the Settlement along with the Amendment thereto,
are incorporated by reference into this Final Order and Judgment.

1 9. In addition to any recovery that Plaintiffs may receive from the Net Settlement
2 Amount, and in recognition of the Plaintiffs' efforts on behalf of the Settlement Class, the Court
3 hereby approves the payment of incentive awards to Plaintiffs Bryan Cioffi and Glenn Lawrence
4 Galluccio in the amount of Five Thousand Dollars (\$5,000) each (totaling \$10,000). This shall be
5 paid from the Gross Settlement Amount.

6 10. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
7 Three Hundred Eleven Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents
8 (\$311,666.66), and the reimbursement of litigation expenses in the sum of Twenty-Three Thousand
9 Five Hundred Twenty-Three Dollars and Forty-Four Cents (\$23,523.44). This shall be paid from
10 the Gross Settlement Amount.

11 11. The Court approves and orders payment in the amount of Ten Thousand Five
12 Hundred Dollars (\$10,500) to CPT Group, Inc. for performance of its settlement administration
13 services. This shall be paid from the Gross Settlement Amount.

14 12. The Court approves and orders payment in the amount of Thirty-Seven Thousand
15 Five Hundred Dollars (\$37,500) to the California Labor and Workforce Development Agency for
16 its 75% share of PAGA penalties. This shall be paid from the Gross Settlement Amount.

17 13. Upon the entry of this Order and Judgment, and subject to the occurrence of the
18 Effective Date, Plaintiffs and all participating Class Members shall be deemed to have released the
19 Released Parties from the Released Class Claims as more fully defined in the Settlement.

20 14. Upon the entry of this Order and Judgment, and subject to the occurrence of the
21 Effective Date, Plaintiffs and all Aggrieved Employees shall be deemed to have released the
22 Released Parties from the Released PAGA Claims as more fully defined in the Settlement.

23 15. Upon completion of administration of the Settlement, the parties shall file a
24 declaration stating that claims have been paid and that the terms of the settlement have been
25 completed.

26 16. This "Judgment" is intended to be a final disposition of the above captioned action
27 in its entirety, and is intended to be immediately appealable.

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16. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Dated: 11/27/2023



A. F. Highberger

JUDGE OF THE SUPERIOR COURT

4872-1303-8731.1 / 034801-2230