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ELECTRONICALLY RECEIVED
Superior Court of California,
County of Fresno
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Attorneys for Plaintiffs, ABDON ELIZONDO III and ROBERT SOLORIO, as individuals and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

FERNANDO JACQUES, an individual; ABDON ELIZONDO III, an individual; ROBERT SOLORIO, an individual; and on behalf of all other aggrieved employees under the Labor Code Private Attorneys General Act of 2004, Plaintiffs, v. MAXCO SUPPLY, INC., a corporation; and DOES 1 through100, inclusive, Defendant.	CASE NO.: 24CECG01797 [Assigned to the Hon. Kristi Culver Kapetan, Dept. 501] AMENDED ~~[PROPOSED]~~ **ORDER APPROVING REPRESENTATIVE ACTION SETTLEMENT** Action Filed: April 25, 2024 Trial Date: None set

This Court, having considered the Motion of Plaintiffs FERNANDO JACQUES, ABDON ELIZONDO III and ROBERT SOLORIO (collectively, "Plaintiffs") for Approval of Representative Action Settlement ("Motion"), the Declarations of Zoe Yuzna, David D. Bibiyan, Megan R. Lazar, Plaintiffs, and Anthony Rogers, the Joint Stipulation Re: PAGA Settlement ("Settlement" or "Settlement Agreement" or "Agreement"), the PAGA Payment Letter and good cause appearing therefore, the Court hereby **ORDERS, ADJUDGES AND DECREES THAT**:

1. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order.

2. The Motion concerns Plaintiffs' action under the Private Attorneys General Act of 2004 ("PAGA") against Defendant MAXCO SUPPLY, INC. ("Defendant"). Hereinafter, Plaintiffs and Defendant will be collectively referred to as "the Parties."

3. The Settlement resolves the Representative Action brought on behalf of "Aggrieved Employees" defined as follows: all persons currently or formerly employed by Defendant, in California either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees, during the period from February 11, 2023 through July 7, 2025 (the "PAGA Period").

4. "Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

5. The Settlement is based on the Parties' understanding that there are approximately 23,000 PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period. In the event the number of pay periods during the PAGA Period increases by more than 10%, or 2,300 pay periods, then the GSA shall be increased proportionally by the PAGA Pay Periods in excess of 25,300 multiplied by the PAGA Pay Periods value. The PAGA Pay Period value shall be calculated by dividing the GSA by 23,000. The Parties agree that the PAGA Pay Period value amounts to $34.78 per pay period ($800,000 / 23,000 PAGA Pay Periods). Thus, for example, should there be 26,000 PAGA Pay Periods worked during the PAGA Period, then the GSA shall be increased by $24,346.00. (26,000 pay periods – 25,300 pay periods x $34.78 /pay period.) Alternatively, Defendant, at its sole option, may elect to shorten the period covered by the Released PAGA Claims

by moving the end of the PAGA Period forward to the date as of which 25,300 PAGA Pay Periods had been worked during the PAGA Period. If Defendant elects to shorten the PAGA Period, the GSA will not need to be increased. Any shortening of the PAGA Period shall have no effect on the scope of the general release of claims provided by Plaintiffs to the Released Parties.

6. Pursuant to Labor Code § 2698, *et seq*., the Court finds that the Settlement of the Action is fair, adequate, and reasonable and that it furthers PAGA's objectives.

7. The Court appoints Plaintiffs FERNANDO JACQUES, ABDON ELIZONDO III and ROBERT SOLORIO as the PAGA Representatives for Settlement purposes only.

8. The Court appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., and Aaron Colby of Colby Law Firm as PAGA Counsel for the Aggrieved Employees for settlement purposes only.

9. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

10. The Court approves, as to form and content, the PAGA Payment Letter attached as Exhibit "3" to the Declaration of Megan R. Lazar.

11. The Court approves the Gross Settlement Amount of $800,000.00, as the same may be escalated pursuant to the Settlement Agreement, and orders it to be distributed as follows:

a. One-third (1/3) thereof shall be allocated as reasonable attorneys' fees for PAGA Counsel which, unless escalated pursuant to the Settlement Agreement, shall amount to $266,666.67;

b. The sum of $17,776.37 shall be allocated as reasonable litigation costs and paid to PAGA Counsel.

c. The sum of $8,450.00 shall be paid to the Settlement Administrator, ILYM Group, Inc. for its services in administering the Settlement.

d. The sum of $5,000 shall be paid to each Plaintiff, for a total of $15,000.00 to Plaintiffs Fernando Jacques, Abdon Elizondo, and Robert Solorio, as a Service Award to Plaintiffs for serving as PAGA Representatives in the Action and providing a broader release to Defendant.

e. After deducting the above amounts, the Court approves the estimated remaining PAGA Penalties of $492,106.96 (as the same may be escalated pursuant to the Settlement Agreement) and orders 75% of that sum to be paid to the California Labor and Workforce Development Agency (“LWDA”) and 25% to be paid to the Aggrieved Employees pursuant to Labor Code § 2699(i).

12. Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel Spreadsheet no later than twenty-one (21) days before the deadline for PAGA Counsel to file the required settlement approval motion with the Court. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s (1) name; (2) last-known mailing address; (3) Social Security Number(s); and (4) number of PAGA Pay Periods worked during the PAGA Period.

13. To protect Aggrieved Employees’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under the Agreement.

14. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than seven (7) days after the Effective Date.

15. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment.

16. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

17. On the date of Individual PAGA Payments, the Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the Net Settlement Amount along with an explanatory notice mutually approved by the parties (the “PAGA Payment Letter”).

18. Because this is a PAGA action, based on the Parties' understanding of the PAGA statutory scheme, the Parties agree that no Aggrieved Employee can exclude himself or herself from the Settlement or object to the terms of the Settlement Agreement. All Aggrieved Employees will be bound by the Settlement Agreement, upon its approval by the Court, regardless of whether he or she negotiates his or her settlement check.

19. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties will be paid to the LWDA, and the remaining twenty-five percent (25%) will be paid to all Aggrieved Employees.

20. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date (180 days after the date of mailing), the Administrator shall transmit the funds represented by such checks to the cy pres recipient, Legal Aid at Work, for use in Fresno County.

21. The Court finds the Gross Settlement Amount, the PAGA Penalties and the methodology used to calculate and pay the Aggrieved Employees' payments are fair and reasonable and authorizes the Settlement Administrator to pay the Aggrieved Employees' payments to the Aggrieved Employees in accordance with the terms of the Settlement Agreement. The Court also authorizes the Settlement Administrator to make the LWDA payment to the LWDA.

22. Pursuant to the Declaration of David D. Bibiyan, Bibiyan Law Group, P.C., has collectively billed 459.3 hours in connection with this matter. The rates previously included in this declaration have been reduced by 35% to be more reflective of Fresno's hourly rates as follows: David Bibiyan billed 11.3 hours at his hourly rate of $780 per hour. Sarah Cohen billed 36.2 hours at her hourly rate of $650 per hour. Jason Rothman billed 132.7 hours at his hourly rate of $552.50 per hour. Amanda Thompson billed 82.3 hours at her hourly rate of $357.50 per hour. Vedang Patel billed 44.1 hours at his hourly rate of $585 per hour. Megan Lazar billed 68.4 hours at her hourly rate of $357.50 per hour. Paralegals billed 53 hours at $130 per hour. Finally, legal assistants billed 31.3 hours at $48.75 per hour. At Bibiyan Law Group, P.C.'s hourly rates, this results in a total lodestar amount of $193,750.37 for Bibiyan Law Group, P.C.

23. Pursuant to the Declaration of Zoe Yuzna, Colby Law Firm, PC has collectively billed more than 218 hours in prosecuting this matter (194 attorney hours and 24 paralegal hours). For purposes of the motion, Colby Law Firm, PC's originally requested rates ($750 per hour for attorneys and $225 per hour for paralegals) are reduced by 35% to reflect Fresno attorney billing rates. Colby Law Firm, PC's attorney rates are reduced from $750 per hour to $487.50 per hour, and paralegal rates are reduced from $225 per hour to $146.25 per hour, resulting in a total lodestar amount of $98,085 (after the 35% rate reduction).

24. Even at Class Counsel's reduced hourly rates, the total lodestar for both firms exceeds the attorneys' fee request of $266,666.67.

25. The Court finds that PAGA Counsel's request for attorneys' fees in the amount of one-third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement Agreement, amounts to $266,666.67, reasonable. The Court awards PAGA Counsel fees to be paid from the Gross Settlement Amount.

26. The Court finds that PAGA Counsel have incurred a total $17,776.37 in litigation costs and expenses. Such costs and expenses were reasonably incurred in prosecuting this Actions. The Court awards $17,776.37 from the Gross Settlement Amount to be paid to PAGA Counsel in litigation costs and expenses.

27. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Released Parties from all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice for PAGA civil penalties, including, but not limited to, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, in connection with alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 246, *et seq*., 432, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 2699 and 2810.5, among others.

28. The “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

29. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

30. After entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

IT IS SO ORDERED.

Dated: July 14, 2026, 2026

Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On July 10, 2026, I caused a true and correct copy of the foregoing document(s) described as **AMENDED [PROPOSED] ORDER APPROVING REPRESENTATIVE ACTION SETTLEMENT** to be served by electronic transmission to the below-referenced electronic e-mail addresses as follows:

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Executed on July 10, 2026, at Los Angeles, California.

/s/ Jennifer Echeverria
Jennifer Echeverria