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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

GILBERT CHAVEZ, JESSE CHAVEZ,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act; EVODIO VALLES, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

vs.

KSC & SON CORPORATION, an unknown
business entity; CHANDI GROUP USA, an
unknown business entity; NACHHATTAR S.
CHANDI, an individual; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2124237 (Lead Case)
Consolidated Case No.: CIVSB2126976

CLASS ACTION

Honorable Christian Towns
Department S26

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: December 3, 2025
Time: 8:30 a.m.
Department: S26

Complaint Filed: August 20, 2021
FAC Filed: September 12, 2024
Trial Date: None Set

1 This matter has come before the Honorable Christian Towns, in Department S26 of the
2 above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415, on
3 December 3, 2025 at 8:30 a.m., on Plaintiffs Gilbert Chavez, Jesse Chavez, and Evodio Valles’
4 (collectively, the “Plaintiffs”) Motion for Final Approval of Class Action and PAGA
5 Settlement, Attorneys’ Fees and Litigation Costs, and Incentive Awards (“Motion for Final
6 Approval”). Lawyers *for* Justice, PC, appeared on behalf of Plaintiffs and the Class, and
7 Robinson Bradford, LLP appeared on behalf of Defendants KSC & Son Corporation, Chandi
8 Group, USA Inc., and Nachhattar S. Chandi (collectively, the “Defendants”).

9 On June 12, 2025, the Court entered the Order Granting Preliminary Approval of Class
10 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving
11 the settlement of the above-entitled actions in accordance with the Joint Stipulation of Class
12 Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), which,
13 together with the exhibits annexed thereto set forth the terms and conditions for settlement of the
14 Actions.

15 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 18 1. The Motion for Final Approval is granted in its entirety.
- 19 2. This Final Approval Order and Judgment incorporates by reference the
20 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
21 terms used, but not defined, herein shall have the same meanings as in the Settlement
22 Agreement and Preliminary Approval Order.
- 23 3. Unless otherwise specified, all citations and references to the PAGA statute that
24 are contained within this motion and supporting papers are to the former version of the PAGA
25 statute prior to the recent amendment effective July 1, 2024; the amended PAGA statute does
26 not apply to the above-captioned action and the Settlement pursuant to California Labor Code §
27 2699, subd. (v), as amended, because the above-captioned action was filed prior to June 19,
28 2024.

1 4. This Court has jurisdiction over the Class Members as it pertains to the Actions
2 and the claims asserted in the Actions, the Court also has jurisdiction over all parties to the
3 Actions as it pertains to the Actions and the claims asserted in the Actions.

4 5. The Court finds that the applicable requirements of California Code of Civil
5 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
6 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
7 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
8 The Class is hereby defined to include: all individuals who were employed by Defendant KSC
9 & Son Corporation and/or Chandi Group, USA Inc. in non-exempt positions within the State of
10 California at any time during the Class Period (“Class” or “Class Members”).

11 6. The “PAGA Group Members” are hereby defined to consist of the following
12 individuals: all individuals who were employed by Defendant KSC & Son Corporation and/or
13 Chandi Group, USA Inc. in non-exempt positions within the State of California at any time
14 during the PAGA Period.

15 7. The Court finds that the Court-approved Notice of Class Action Settlement
16 (“Class Notice”) that was provided to the Class Members, fully and accurately informed the
17 Class Members of all material elements of the Settlement, of their opportunity to participate in
18 the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the
19 Class Settlement; the Class Notice was the best notice practicable under the circumstances; was
20 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
21 State of California, the United States Constitution, due process and other applicable law. The
22 Class Notice fairly and adequately described the Settlement and provided the Class Members
23 with adequate instructions and a variety of means to obtain additional information.

24 8. Pursuant to California law, the Court hereby grants final approval to the
25 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
26 Class as a whole. More specifically, the Court finds that the Settlement was reached following
27 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,
28 PC (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and

1 arms-length negotiations between the parties. In so finding, the Court has considered all of the
2 evidence presented, including evidence regarding the strength of Plaintiffs' claims; the risk,
3 expense, and complexity of pursuing the claims presented; the likely duration of further
4 litigation; the amount offered in the Settlement; the extent of investigation and discovery
5 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
6 including the monetary allocations and payments, appear within the range of reasonableness,
7 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
8 against the probable outcome of further litigation relating to certification, liability, and damages
9 issues. The Court has further considered the absence of any objections to the Settlement
10 submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be
11 affected in accordance with the Settlement Agreement and the following terms and conditions.

12 9. A full opportunity has been afforded to the Class Members to participate in the
13 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
14 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
15 from the Class Settlement. Accordingly, the Court determines that Plaintiffs and all Class
16 Members who did not submit a timely and valid Opt-Out from the Class Settlement
17 ("Settlement Class Members"), individually and on behalf of their respective successors and
18 assigns, are bound by the Class Settlement and by this Final Approval Order and Judgment, and
19 thereby, as of the Effective Date, shall waive, release, and discharge the Released Parties, from
20 the Released Class Claims.

21 10. The Court finds that Plaintiffs Gilbert Chavez and Jesse Chavez have satisfied
22 the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698,
23 *et seq.*) ("PAGA"), including, and not limited to, providing the California Labor and Workforce
24 Development Agency ("LWDA") and Defendants with notice of the specific provisions of the
25 California Labor Code alleged to have been violated, including, and not limited to, the facts and
26 theories to support the alleged violations, in conformity with California Labor Code §
27 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the
28 LWDA in conformity with California Labor Code § 2699(1)(2). Pursuant to California Labor

Code § 2699(1)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of \$25,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 (“PAGA Allocation”), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Allocation as follows: the amount of \$18,750.00 to the LWDA (“LWDA Payment”), and the amount of \$6,250.00 to the PAGA Group Members, in accordance with the terms and methodology set forth in the Agreement.

11. The Court determines that, Plaintiffs Gilbert Chavez and Jesse Chavez, the State of California, and all PAGA Group Members, individually and on behalf of their respective successors and assigns, are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date, shall waive, release, and discharge the Released Parties, and each of them, from the Released PAGA Claims.

12. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

13. The Court finds that payment of Administration Fees in the amount of \$14,950.00 to ILYM Group, Inc. (“ILYM Group” or “Settlement Administrator”), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of \$14,950.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court finds that the Incentive Awards in the amount of \$7,500.00 each (\$22,500.00 total) to Plaintiffs Gilbert Chavez, Jesse Chavez, and Evodio Valles are fair and reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 each, to Plaintiffs Gilbert Chavez, Jesse Chavez, and Evodio Valles for their Incentive Awards, according to the terms set forth in the Settlement Agreement.

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1 15. The Court finds that attorneys' fees in the amount of \$292,250.00 to Class
2 Counsel falls within the range of reasonableness and that the results achieved justify the award
3 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue
4 payment in the amount of \$292,250.00 to Class Counsel for attorneys' fees, in accordance with
5 the terms and methodology set forth in the Settlement Agreement.

6 16. The Court finds that reimbursement of litigation costs and expenses in the
7 amount of \$33,918.83 to Class Counsel is reasonable, and hereby approved. It is hereby
8 ordered that the Settlement Administrator issue payment in the amount of \$33,918.83 to Class
9 Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and
10 methodology set forth in the Settlement Agreement.

11 17. It is hereby ordered that within twenty-one (21) calendar days after the Effective
12 Date, Defendants shall deposit the Gross Settlement Amount of \$835,000.00 and the employer's
13 share of payroll taxes and contributions with respect to the wage portion of Individual
14 Settlement Payments into an account established by the Settlement Administrator, in accordance
15 with the terms and methodology set forth in the Settlement Agreement.

16 18. It is hereby ordered that within ten (10) calendar days following the funding of
17 the Gross Settlement Amount, the Settlement Administrator will issue payments due under the
18 Settlement and approved by the Court as follows: (a) Individual Settlement Payments to
19 Settlement Class Members, (b) Individual PAGA Payments to PAGA Group Members, (c)
20 LWDA Payment to the LWDA, (d) Incentive Awards to Plaintiffs, (e) Attorneys' Fees and
21 Litigation Costs to Class Counsel, and (f) Administration Fees to the Settlement Administrator,
22 in accordance with terms and methodology set forth in the Settlement Agreement.

23 19. Each check issued to a Settlement Class Member and/or PAGA Group Member
24 for his or her Individual Settlement Payment and/or Individual PAGA Payments shall be valid
25 for a period of 90 calendar days from the date of issuance of the check, and after this time
26 period, the check(s) shall be cancelled. The funds associated with checks issued to Settlement
27 Class Members and PAGA Group Members that have not been cashed or deposited within the
28 90-day period shall be transmitted to the California Controller's Unclaimed Property Fund in

1 the name of the individuals to whom the checks had originally been issued. All Settlement
2 Class Members shall be bound by the terms and conditions of the Class Settlement regardless of
3 whether or not they cash or otherwise negotiate their Individual Settlement Payment checks.

4 20. After entry of this Final Approval Order and Judgment, pursuant to California
5 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
6 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
7 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
8 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
9 with the distribution of settlement benefits.

10 21. Individualized notice of this Final Approval Order and Judgment is not required.
11 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
12 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
13 date of entry of this Final Approval Order and Judgment.

14 22. A Final Compliance Hearing is set for _____ at
15 _____ a.m./p.m. in Department S26. Class Counsel shall submit the Settlement
16 Administrator's accounting report regarding the status of the funding and disbursement of the
17 Settlement at least five (5) court days prior to the Final Compliance Hearing.

18 **IT IS SO ORDERED.**

19
20 DATE: _____

The Honorable Christian Towns
Judge of the San Bernardino County Superior
Court of California