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13 Attorneys for Plaintiff
14 JOEY REYES

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF FRESNO**

17
18 JOEY REYES, individually, and on behalf of
other members of the general public similarly
19 situated,

20 Plaintiff,

21 vs.

22 VALLEY CHROME PLATING, INC., a
California corporation; and DOES 1 through
23 100, inclusive,

24 Defendants.
25

Case No.: 22CECG01415

*Assigned for all purposes to the Honorable
Kristi Culver Kapetan, Dept. 502*

**NOTICE OF ENTRY OF FINAL
APPROVAL ORDER AND JUDGMENT**

Complaint Filed: May 9, 2022
FAC Filed: May 11, 2023
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on July 25, 2024, a hearing was held in the above-entitled
3 action on Plaintiff Joey Reyes' unopposed Motion for Final Approval of Class Action and PAGA
4 Settlement ("Motion"). S. Emi Minne, Esq. of Parker & Minne, LLP appeared on behalf of Plaintiff
5 Joey Reyes. Savana Ciavatta of McCormick Barstow LLP appeared on behalf of Defendant Valley
6 Chrome Plating, Inc. At the hearing, the Court granted Plaintiff's Motion, subject to modification of
7 the requested award of attorney's fees to Class Counsel and the enhancement payment to Plaintiff. On
8 July 29, 2024, the Court entered the Final Approval Order and Judgment.

9 A true and correct copy of a Final Approval Order and Judgment entered by the Court on July
10 29, 2024 is attached hereto as Exhibit 1.

11
12 Dated: August 2, 2024

PARKER & MINNE, LLP

13
14 By:



15 S. Emi Minne
16 Attorneys for Plaintiff
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EXHIBIT 1

FILED

JUL 29 2024

SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO

BY _____ DEPUTY

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JOEY REYES

RECEIVED
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FRESNO COUNTY SUPERIOR COURT
By: Estela Gonzalez, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

JOEY REYES, individually, and on behalf of
other members of the general public similarly
situated,

Plaintiff,

vs.

VALLEY CHROME PLATING, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 22CECG01415

*Assigned for all purposes to the Honorable
Kristi Culver Kapetan, Dept. 502*

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

Date: July 25, 2024
Time: 3:30 p.m.
Dept.: 502

Complaint Filed: May 9, 2022
FAC Filed: May 11, 2023
Trial Date: Not Set

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

1 Plaintiff Joey Reyes's unopposed Motion for Final Approval of Class Action and PAGA
2 Settlement ("Motion") in the above-captioned matter came for hearing on July 25, 2024, before
3 the Honorable Kristi Culver Kapetan in Department 502 of the above-entitled Court located at
4 1130 O Street, Fresno, California 93721-2220.

5 On December 21, 2024, the Court entered an order granting Plaintiffs' Renewed Motion
6 for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"),
7 thereby preliminarily approving the settlement of the above-entitled action in accordance with the
8 Joint Stipulation of Class Action and PAGA Settlement (hereinafter, "Agreement" or
9 "Settlement") which, together with the exhibits thereto, set forth the terms and conditions for
10 settlement of this Action.

11 Due and adequate notice having been given to all Class Members as required in the
12 Preliminary Approval Order, and the Court having considered the Agreement, Plaintiff's Motion
13 and all documents submitted in support thereof, all papers filed and proceedings had herein, and
14 otherwise being fully informed and good cause appearing therefore, **IT IS HEREBY
ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

15 1. Pursuant to California law, this Court hereby grants final approval of the
16 Agreement. The Agreement is hereby deemed incorporated into this Final Order and Judgment.
17 All terms used herein shall have the same meaning as defined in the Agreement.

18 2. This Court has jurisdiction over the subject matter of this Action and over all
19 Parties to this Action, including all Class Members.

20 3. The Court finds that the requirements of California Code of Civil Procedure
21 section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to
22 the Class and the Settlement. The Court hereby makes its earlier provisional certification of the
23 Class for settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is
24 hereby defined to include:

25 All current and former hourly-paid, non-exempt employees of Defendant Valley
26 Chrome Plating, Inc., whether hired directly by Defendant Valley Chrome Plating,
27 Inc. or indirectly by agreement with a staffing agency, who were employed by
28 Defendant Valley Chrome Plating, Inc. in the State of California at any time during
the period commencing on May 9, 2018, and ending on July 26, 2023.

1 4. The Court hereby confirms S. Emi Minne and Jill J. Parker of Parker & Minne,
2 LLP and Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Yasmin Hosseini of Lawyers for
3 Justice, PC as Class Counsel in the Action.

4 5. The Court concludes that distribution of the Notice directed to the Class Members
5 as set forth in the Agreement and the other matters set forth therein has been completed in
6 conformity with the Preliminary Approval Order and constituted the best notice practicable under
7 the circumstances. The Court concludes that the Administrator, Phoenix Class Action
8 Administration Solutions, took all reasonable and necessary steps to locate and notify each Class
9 Member of the Agreement, as required in the Preliminary Approval Order. The notice given to
10 the Class fully and accurately informed the Class of all material elements of the Settlement and
11 their opportunity to object or comment thereon; was the best notice practicable under the
12 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with
13 the laws of the State of California, Federal Rules of Civil Procedure, the United States
14 Constitution, due process, and other applicable law. The notice fairly and adequately described
15 the Settlement and provided Class Members adequate instructions and a variety of means to obtain
16 additional information.

17 6. The Court hereby finds the Agreement was entered into in good faith pursuant to
18 and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set
19 forth in the Preliminary Approval Order, and in the proceedings at the Final Approval hearing,
20 which are adopted and incorporated herein by reference, the Court further finds that Plaintiff has
21 satisfied the standards and applicable requirements for final approval of this class action
22 settlement under California law, including the provisions of California Code of Civil Procedure
23 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
24 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

25 7. The Court finds that the Settlement is, in all respects, fair, adequate and
26 reasonable, and in the best interests of the Class as a whole. More specifically, the Court finds
27 that the Settlement was reached following meaningful informal discovery and investigation by
28

1 Class Counsel; that the Settlement is the product of intensive, serious and non-collusive arms-
2 length negotiations between the parties; and that the terms of the Settlement are in all respects
3 fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence
4 presented, including evidence regarding the strength of Plaintiff's claims, Defendant's potential
5 exposure; the risk, expense, complexity, and delay associated with further litigation; the risk of
6 maintaining Plaintiff's claims through class certification, trial, and appeals; the amount offered
7 in the Settlement and the benefit provided to Class Members; the extent of investigation and
8 informal discovery completed; the experience and views of Class Counsel; and the absence of
9 objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby
10 directs that the Settlement be affected in accordance with the Agreement and the terms and
11 conditions set forth in this Judgment.

12 8. A full opportunity has been afforded to Class Members to participate in this
13 hearing, and all persons wishing to be heard have been heard. Accordingly, the Court determines
14 that all Class Members who did not timely and properly request exclusion from the Settlement
15 ("Participating Class Members") are bound by the Settlement and by this Judgment.

16 9. The Court hereby finds that there have been zero (0) objections to the Agreement.
17 The deadline for Class Members to submit written objections to the Agreement was March 18,
18 2024. The Court also finds that there were zero (0) objections at the hearing on Final Approval.

19 10. The Court hereby finds that zero (0) Class Members have requested to be excluded
20 from the Settlement. The deadline for Class Members to request to be excluded from the
21 Agreement was March 18, 2024. Accordingly, 2,134 Participating Class Members are bound by
22 this Judgment.

23 11. Upon entry of this Judgment and remittance of the Gross Settlement Amount and
24 all applicable employer-side payroll taxes by Defendant to the Administrator, Participating Class
25 Members, shall fully release and discharge Released Parties from all claims, rights, demands,
26 liabilities and causes of action that are alleged, or reasonably could have been alleged based on
27 the factual allegations and claims asserted in the Action arising during the Class Period, including
28 the following claims: (i) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);

1 (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3)
2 Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of
3 California Labor Code §§ 1194, 1197, and 1197.1. (Unpaid Minimum Wages); (5) Violation of
4 California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California
5 Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California
6 Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code
7 § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code
8 §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business
9 & Professions Code §§ 17200, et seq. based on violations of Labor Code sections 201, 202, 203,
10 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802.

11 12. Upon entry of this Judgment and remittance of the Gross Settlement Amount by
12 Defendant to the Administrator, all PAGA Members, the LWDA, and the State of California shall
13 fully release and discharge the Released Parties from any and all claims for the recovery for civil
14 penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the PAGA
15 Members had, or may claim to have, against Released Parties, arising out of the violations alleged
16 in the Complaint or the PAGA Notice during the PAGA Period, including failure to pay overtime
17 compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks,
18 failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or
19 resignation; failure to timely pay wages during employment; failure to provide complete and
20 accurate wage statements; failure to keep complete and accurate payroll records; failure to
21 reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202,
22 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*,
23 2800, and 2802 and the Industrial Welfare Commission Orders.

24 13. Upon entry of this Judgment and remittance of the Gross Settlement Amount by
25 Defendant to the Administrator, in consideration for his Class Representative Enhancement
26 Payment, Plaintiff Joey Reyes, for himself only, also fully releases the Released Parties from any
27 and all Released Claims and also generally releases and discharges the Released Parties from any
28 and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have

1 been or could have been asserted against the Released Parties arising out of or relating to his
2 employment by Defendant, including but not limited to claims for wages, restitution, or penalties.
3 This release specifically includes any and all claims, demands, obligations and/or causes of action
4 for damages, restitution, penalties, interest, and attorneys' fees and costs (except as provided by
5 the Agreement) relating to or in any way connected with the matters referred to herein, whether
6 or not known or suspected to exist, and whether or not specifically or particularly described
7 herein. Plaintiff Joey Reyes has expressly waived all rights and benefits afforded by California
8 Civil Code Section 1542, which provides:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
10 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
11 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
12 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
13 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
14 DEBTOR OR RELEASED PARTY.

15 This release specifically excludes any claims Plaintiff Joey Reyes has or may have that are not
16 waivable by law, including claims for unemployment insurance, disability, social security, and
17 workers compensation (with the exception of claims arising pursuant to California Labor Code
18 Sections 132(a) and 4553), and the right to receive benefits under any retirement plan.

19 14. The Court finds the settlement payments provided for under the Agreement to be
20 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
21 the Court orders Defendant to fund the Gross Settlement Amount of \$1,200,000.00 within thirty
22 (30) calendar days after of the date of entry of this Judgment to provide payments for Individual
23 Class Member Payments, Individual PAGA Payments, the Class Representative Enhancement
24 Payment, Class Counsel's Fees and Costs, Settlement Administration Costs, and PAGA Penalties
25 to the LWDA. The Court further orders Defendant to separately pay any and all employer payroll
26 taxes owed on the wage portion of the Individual Class Payments. Defendant shall fund and the
27 Settlement Administrator shall distribute these amounts in accordance with the terms of the
28 Agreement.

1 15. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
2 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the
3 amount of \$396,305.00, and awards reimbursement of costs and expenses incurred by Class
4 Counsel in the amount of \$19,810.57 from the Gross Settlement Amount. The award of
5 attorneys' fees and costs is the final payment for and complete satisfaction of any and all
6 attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity
7 related to the Action. The Court further orders that the award of attorneys' fees and costs set
8 forth in this Paragraph shall be administered pursuant to the terms of the Agreement. Any
9 allocation of attorneys' fees and costs between and among Class Counsel shall be made by the
10 Administrator pursuant to the separate and independent agreement between Class Counsel.

11 16. The Court hereby approves and orders a Class Representative Enhancement
12 Payment of \$5,000.00 to Plaintiff Joey Reyes from the Gross Settlement Amount in accordance
13 with the terms of the Agreement.

14 17. The Court find that the settlement of the Released PAGA Claims for \$120,000.00,
15 which is designated and allocated as penalties under the California Labor Code Private Attorneys
16 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court
17 further approves allocation and payment of the PAGA Penalties as follows: \$90,000.00 (75% of
18 \$120,000.00) to the California Labor Workforce Development Agency, and \$30,000.00 (25% of
19 \$120,000.00) to PAGA Members on a *pro rata* basis as set forth in the Agreement. 100% of the
20 amounts distributed to PAGA Members as penalties under PAGA shall be reported on an IRS
21 Form-1099.

22 18. The Court also hereby approves and orders payment from the Gross Settlement
23 Amount for actual settlement administration expenses incurred by the Administrator, Phoenix
24 Class Action Administration Solutions, in the amount of \$22,500.00.

25 19. The Court hereby approves and orders payment of Individual Class Payments from
26 the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth
27 in the Agreement.

28 20. The Court also hereby approves and orders that any checks distributed from the

1 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
2 days after being issued shall be void. If any settlement checks that remain uncashed after the void
3 date, the Parties shall jointly request that the Court amend this Final Approval Order and
4 Judgment to direct the Settlement Administrator to transfer any unclaimed funds, plus any
5 interest accrued thereon, to CASA of Fresno & Madera Counties consistent with Code of Civil
6 Procedure § 384.

7 21. Provided the Settlement becomes effective under the terms of the Agreement, the
8 Court also hereby orders that the Administrator distribute the Individual Class Member
9 Payments, Individual PAGA Payments, the Class Representative Enhancement Payment, Class
10 Counsel's Fees and Costs payment, Settlement Administration Costs payment, and PAGA
11 Penalties to the LWDA within ten (10) calendar days of receipt of the Gross Settlement Amount.

12 22. Without affecting the finality of this Judgment, the Court shall retain continuing
13 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
14 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
15 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
16 as provided to the contrary herein, any disputes or controversies arising with or with respect to
17 the interpretation, enforcement, or implementation of the Agreement shall be presented to the
18 Court for resolution.

19 23. A post-approval final accounting hearing shall be held on July 17, 2025 at 3:30
20 p.m. in Dept. 502 of the above-entitled Court located at 1130 O Street, Fresno, California 93721-
21 2220. Class Counsel shall submit a verified report of payouts of settlement funds and a proposed
22 amended judgment by no later than July 3, 2025.

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24. Notice of this Order and Judgment shall be posted by the Administrator, Phoenix Class Action Administration Solutions, on its website for a period of at least sixty (60) days.

25. Plaintiff shall file and serve formal Notice of Entry of Judgment with the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED, LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED:

7/29/24

Honorable Kristi Culver Kapetan
Fresno Superior Court Judge