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DAMIAN TINOCO

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

DAMIAN TINOCO, 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,

Plaintiff,

vs.

VITCO DISTRIBUTORS, INC., a California
limited liability company; KOSTAS VITAKIS,
an individual; and DOES 1 through 100,
inclusive,

Defendants.

Case Nos.: CIVSB2133154 (Lead Case)
(Consolidated with Case No. CIVSB2127492)

*Assigned for all purposes to the Honorable
Christian Towns. S26*

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

Complaint Filed: November 29, 2021
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE** that on October 21, 2021, at 8:30 a.m. in Department S26 of the
3 above-entitled Court, a hearing was held on Plaintiffs Damian Tinoco and Akilee Childress's
4 unopposed Motion for Approval of PAGA Settlement ("Motion"). S. Emi Minne, Esq. of Parker &
5 Minne, LLP and Erica Stepanian, Esq. of Lawyers for Justice, PC appeared on behalf of Plaintiff
6 Damian Tinoco. Lance Dacre, Esq. of James Hawkins APLC appeared on behalf of Plaintiff Akilee
7 Childress. Nicholus Georggin, Esq. of Georggin & Georggin appeared on behalf of Defendants Vitco
8 Distributors, Inc. and Kosta Vitakis. At the hearing, the Court granted Plaintiffs' Motion in its entirety,
9 and entered the Settlement Approval Order and Judgment thereon. The Court further set a post-
10 approval final accounting hearing for October 28, 2026 at 8:30 a.m. in Department 26 of the above-
11 entitled court and ordered Plaintiffs' counsel to file a final compliance state report by 15 days in
12 advance of the post-approval final accounting hearing.

13 A true and correct copy of a Settlement Approval Order and Judgment entered by the Court on
14 October 21, 2025 is attached hereto as Exhibit 1.

15 Plaintiffs were ordered to give notice.

16
17 Dated: October 21, 2025

PARKER & MINNE, LLP

18
19 By:



S. Emi Minne

Attorneys for Plaintiff Damian Tinoco

EXHIBIT 1

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13 Attorneys for Plaintiff
14 DAMIAN TINOCO

15 *[Additional counsel listed on next page]*

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SAN BERNARDINO**
18

19 DAMIAN TINOCO, individually, and on
20 behalf of other members of the general public
21 similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

22 Plaintiff,

23 vs.

24 VITCO DISTRIBUTORS, INC., a California
25 limited liability company; KOSTAS VITAKIS,
an individual; and DOES 1 through 100,
inclusive,

26 Defendants.
27
28

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 21 2025

BY: 
Veronica Cruz, Deputy

Case No.: CIVSB2133154 (Lead Case)
(Consolidated with Case No. CIVSB2127492)

*Assigned for all purposes to the Honorable
Christian Towns. S26*

~~PROPOSED~~ **ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Date: September 16, 2025
Time: 8:30 a.m.
Dept.: S26

Complaint Filed: November 29, 2021
Trial Date: Not Set

~~PROPOSED~~ **ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND ENTERING JUDGMENT**

~~**[PROPOSED]**~~ **ORDER AND JUDGMENT**

Plaintiffs Damian Tinoco and Akilee Childress's unopposed Motion for Approval of PAGA Settlement ("Motion") in the above-captioned matter came for hearing on September 16, 2025, before the Honorable Christian Towns in Department S26 of the above-entitled Court located at 247 West Third Street, San Bernardino, California 92415. The Court, having considered Plaintiffs' Motion and all documents submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore, **HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

1. Plaintiffs' Motion is granted in its entirety.

2. The Joint Stipulation of PAGA Settlement ("Agreement" or "Settlement"), attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiffs' Motion for approval PAGA Settlement, is hereby approved pursuant to Labor Code § 2699(1)(2). The Court finds that the Settlement represents a fair, reasonable, and adequate resolution of the PAGA claims alleged in this Action and fulfills the objectives of the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code sections 2698, et seq. ("PAGA").

3. The Agreement is hereby deemed incorporated into this Order and Judgment. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

4. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including the Labor and Workforce Development Agency ("LWDA") and the Aggrieved Employees.

5. The Court finds that Plaintiffs have satisfied the prerequisites under PAGA including, but not limited to, providing notice to the LWDA and Defendants of the specific provisions of the California Labor Code alleged to have been violated and the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

6. The Court also finds that the Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear in this Action.

7. The Aggrieved Employees covered under the Settlement consist of the following

1 individuals:

2 All current and former non-exempt and/or hourly-paid employees who were employed by
3 Vitco Distributors, Inc. in the State of California at any time during the PAGA Period (the
4 “Aggrieved Employees”).

5 The PAGA Period is defined as the period commencing on September 20, 2020, and ending on
6 September 16, 2025.

7 8. The Court designates Phoenix Settlement Administrators (“Settlement Administrator”) as the third-party Settlement Administrator for distribution of the Gross Settlement Amount, mailing
8 of the Settlement Cover Letters, and other duties set forth in the Settlement.

9 9. The Court approves, as to form and content, the Settlement Cover Letter attached as
10 **Exhibit A** to the Agreement.

11 10. The Court finds the payments provided for under the Agreement to be fair, just,
12 reasonable, and adequate in light of all of the circumstances.

13 11. Pursuant to the terms of the Agreement, Defendants Vitco Distributors, Inc. and Kostas
14 Vitakis (“Defendants”) shall pay the Gross Settlement Amount of Four Hundred Five Thousand
15 Dollars and Zero Cents (\$405,000.00, the “Gross Settlement Amount”). Defendants are ordered to
16 deposit the Gross Settlement Amount into a Qualified Settlement Fund established by the Settlement
17 Administrator no later than sixty (60) calendar days after entry of this Order and Judgment. The
18 Gross Settlement Amount is based on Defendants’ representation that Aggrieved Employees worked a
19 total of 14,062 pay periods during the PAGA Period (“Certified Pay Period Count”). If it is determined
20 by the Settlement Administrator that the final number of Pay Periods during the PAGA Period exceeds
21 the Certified Pay Period Count by more than 10% (i.e., an increase of more than 1,406 Pay Periods), the
22 Gross Settlement Amount to be paid by Defendant shall be increased in the amount of \$27.48 for each
23 additional pay period above the 10% threshold.

24 12. Within fourteen (14) calendar days after entry of this Order and Judgment, Defendants
25 will provide the Settlement Administrator with the Aggrieved Employee List in a readable Microsoft
26 Excel spreadsheet, which shall include the following information for all Aggrieved Employees: (i)
27 full name; (ii) last known home address; (iii) last known telephone number; (iv) social security
28

number; (v) start and end dates of active employment as a non-exempt employee of Defendants within the State of California; (vi) total Eligible Pay Periods during the PAGA Period; and (vii) any other information reasonably required by the Settlement Administrator to effectuate the terms of the Settlement as defined in the Agreement.

13. Within fourteen (14) calendar days after receipt of the Gross Settlement Amount, the Settlement Administrator shall distribute the Gross Settlement Amount as provided in the Settlement and set forth below:

- a. One Hundred Forty-One Thousand Seven Hundred Fifty Dollars and Zero Cents (\$141,750.00) shall be paid to Plaintiffs' Counsel, Parker & Minne, LLP, Lawyers for Justice, PC, and James Hawkins, APLC from the Gross Settlement Amount as payment for any and all attorneys' fees incurred by Plaintiffs' Counsel in this Action.
- b. Twenty-Nine Thousand Twenty-Six Dollars and Sixty-Eight Cents (\$29,026.68) shall be paid to Plaintiffs' Counsel, Parker & Minne, LLP, Lawyers for Justice, PC, and James Hawkins, APLC from the Gross Settlement Amount for reimbursement of their reasonable and actual expenses incurred in this Action;
- c. Four Thousand Dollars and Zero Cents (\$4,000.00) shall be paid to the Settlement Administrator from the Gross Settlement Amount for administration expenses;
- d. The Net Settlement Amount remaining after the deduction of the Attorneys' Fees and Costs and Administration Costs (\$230,223.32) shall be designated as civil penalties under PAGA to be distributed to the LWDA and Aggrieved Employees. 75% of the Net Settlement Amount (\$172,66.7.49) shall be distributed to the LWDA ("LWDA PAGA Payment"). 25% of the PAGA Payment (\$57,555.83) shall be distributed to the Aggrieved Employees on a *pro rata* basis based on the number of Pay Periods worked by each Aggrieved Employee ("Individual PAGA Payments"). The Settlement Administrator shall mail each Aggrieved Employee their Individual PAGA Payment along with the Settlement Cover Letter attached to the Agreement as Exhibit A.

14. Any allocation of Attorneys' Fees and Costs between and among Plaintiffs' Counsel

1 shall be made by the Settlement Administrator pursuant to the separate and independent agreement
2 between Plaintiffs' Counsel.

3 15. All checks payable to Aggrieved Employees shall remain valid and negotiable for
4 one hundred and eighty (180) calendar days from their date of issuance. If any checks are not
5 cashed within one hundred and eighty (180) calendar days of mailing, the funds from such uncashed
6 checks shall be sent to the State of California Unclaimed Property Fund in the name of the
7 Aggrieved Employee to whom the check was issued.

8 16. Upon entry of the complete funding of the Gross Settlement Amount, Plaintiffs,
9 Aggrieved Employees, and the LWDA shall be bound by a release of any and all claims under
10 PAGA arising during the PAGA Period for the recovery of civil penalties, attorneys' fees, and costs,
11 which Plaintiffs, the LWDA, and/or the Aggrieved Employees had, or may claim to have, against
12 Released Parties, arising out of the violations alleged in the operative complaints in the *Tinoco*
13 and/or *Childress* Actions, Mr. Tinoco's September 20, 2021 PAGA Notice to the LWDA, and/or
14 Mr. Childress's September 24, 2021 PAGA Notice to the LWDA, including, but not limited to,
15 claims based on alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a),
16 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
17 Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001,
18 and 9-2001. The Release of PAGA Claims is limited to claims arising during the PAGA Period.

19 17. Plaintiffs' Counsel are directed to submit a copy of this Order and Judgment to the
20 LWDA within ten (10) calendar days of entry of the Judgment. No individualized notice of this
21 Order and Judgment is required to be provided to Aggrieved Employees.

22 18. Without affecting the finality of this Order and Judgment, the Court shall retain
23 continuing jurisdiction over this action and the parties, and over all matters pertaining to the
24 implementation and enforcement of the terms of the Agreement pursuant to Civil Procedure section
25 664.6. Except as provided to the contrary herein, any disputes or controversies arising with respect to
26 the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to
27 the Court for resolution.

28 19. A post-approval final accounting hearing shall be held on

1 Oct. 28, 2026 at 8:30 (a.m.)/p.m. in S26 of the above-entitled
2 court, located at 247 West Third Street, San Bernardino, California 92415. Plaintiffs' Counsel shall
3 submit a final compliance status report by no later than 15 days prior..

4 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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6 Dated: OCT 21 2025

C. Towns.
Honorable Christian Towns
Judge of the Superior Court

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