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Attorneys for Plaintiff

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

LUIS MARTINEZ, 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.

DOUBLECO, INC., a California corporation,
R&D FASTENERS, a California corporation,
and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2210491

Honorable Joseph T. Ortiz
Department S17

CLASS ACTION

**NOTICE OF ENTRY OF ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND ENTERING
JUDGMENT**

Complaint Filed: May 26, 2022
Trial Date: None Set

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on August 8, 2024, at 1:30 p.m. in Department S17 of the
3 above-entitled Court, a hearing was held on Plaintiff Luis Martinez's ("Plaintiff") Motion for Final
4 Approval of Class Action and PAGA Settlement. Vartan Madoyan of Lawyers *for* Justice, PC and Jill
5 J. Parker of Parker & Minne, LLP appeared on behalf of Plaintiff. Benjamin S. Miller of MNK Law,
6 APC appeared on behalf of Defendants DoubleCo, Inc. and R&D Fasteners. The Court granted
7 Plaintiff's motion, and thereafter signed the Order Granting Final Approval of Class Action and PAGA
8 Settlement and Entering Judgment on August 20, 2024. A true and correct copy of the Court's August
9 20, 2024 Order Granting Final Approval of Class Action and PAGA Settlement and Entering
10 Judgment is attached hereto as Exhibit 1.

11 Dated: August 23, 2024

PARKER & MINNE, LLP

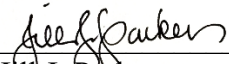
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13 By: 
14 Jill J. Parker
15 Attorneys for Plaintiff Luis Martinez
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EXHIBIT 1

Edwin Aiwazian (SBN 232943)
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LUIS MARTINEZ, individually, and on behalf
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Case No.: CIVSB2210491

Honorable Joseph T. Ortiz
Department S17

CLASS ACTION

**[REVISED PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND ENTERING
JUDGMENT**

Date: August 8, 2024
Time: 1:30 p.m.
Dept.: S17

Complaint Filed: May 26, 2022
Trial Date: None Set

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

AUG 20 2024

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

1 **[PROPOSED] ORDER**

2 Plaintiff Luis Martinez's ("Plaintiff") Motion for Final Approval of Class Action and PAGA
3 Settlement ("Motion") came on for hearing on August 8, 2024 before the Honorable Joseph T. Ortiz
4 in Department S17 of the above-entitled Court, located at 247 West 3rd Street, San Bernardino,
5 California 92415. Parker & Minne, LLP appeared on behalf of Plaintiff, and MNK Law, APC
6 appeared on behalf of Defendants DoubleCo, Inc. and R&D Fasteners ("Defendants")

7 On March 25, 2024, the Court entered an Order Granting Preliminary Approval of Class
8 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled Action in accordance with the Class Action and PAGA Settlement
10 Agreement (hereinafter, "Agreement", "Settlement", or "Settlement Agreement") which, together
11 with the exhibits thereto, set forth the terms and conditions for settlement of this Action.

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

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

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

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

26 All current and former hourly-paid or non-exempt employees who worked for
27 Defendants within the State of California at any time during the period from May 26,
28 2018 through December 31, 2023.

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

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

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

24 7. The Court finds that the Settlement is, in all respects, fair, adequate and reasonable,
25 and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement
26 was reaching following meaningful informal discovery and investigation by Class Counsel; that the
27 Settlement is the product of intensive, serious, and non-collusive arms-length negotiations between
28 the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In

1 so finding, the Court has considered all of the evidence presented, including evidencing regarding the
2 strength of Plaintiff's claims, Defendants' potential exposure; the risk, expense, complexity, and delay
3 associated with further litigation; the risk of maintaining Plaintiff's claims through class certification,
4 trial, and appeals; the amount offered in the Settlement and the benefit provided to Class Members;
5 the extent of investigation and informal discovery completed; the experience and views of Class
6 Counsel; and the absence of objections to the Settlement, as well as other relevant factors.
7 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
8 Agreement and the terms and conditions set forth in this Judgment.

9 8. A full opportunity has been afforded to Class Members to participate in this hearing,
10 and all persons wishing to be heard have been heard. Accordingly, the Court determines that all Class
11 Members who did not timely and properly request exclusion from the Settlement ("Participating Class
12 Members") are bound by the Settlement and by this Judgment. The deadline for Class Members to
13 request to be excluded from the Agreement was June 25, 2024. The Court hereby finds that zero (0)
14 Class Members requested to be excluded from the Agreement. Accordingly, 251 Participating Class
15 Members are bound by this Judgment.

16 9. The deadline for Class Members to submit written objections to the Agreement was
17 June 25, 2024. The Court hereby finds that there have been zero (0) objections to the Agreement. The
18 Court also finds that there were zero (0) objections at the hearing on Final Approval.

19 10. Upon entry of this Judgment and remittance of the Gross Settlement Amount by
20 Defendants to the Administrator, all Participating Class Members, on behalf of themselves and their
21 respective current, former, and future heirs, executors, administrators, attorneys, agents, and assigns,
22 fully, finally and forever waive, release, and discharge the Released Parties of any and all claims that
23 were alleged in the Action or could have been alleged based on the factual allegations and legal
24 theories in the Action occurring within the Class Period, including the following claims, under any
25 legal theory of liability for: (1) alleged failure to pay overtime wages; (2) alleged failure to provide
26 meal periods; (3) alleged failure to provide rest periods; (4) alleged failure to pay all minimum wages
27 owed; (5) alleged failure to pay all wages owed at termination; (6) alleged failure to pay all wages in
28 a timely manner during employment; (7) alleged failure to furnish accurate itemized wage statements;

(8) alleged failure to maintain adequate payroll records; (9) alleged failure to reimburse all necessary business expenses; (10) alleged unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Complaint pursuant to California Business & Professions Code sections 17200, et seq.; (11) alleged violations of California Labor Code Sections 201-203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the IWC Wage Orders; and (12) any claim for costs and attorneys' fees and expenses. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on events occurring outside the Class Period.

11. Upon entry of this Judgment and remittance of the Gross Settlement Amount by Defendants to the Administrator, all PAGA Members, on behalf of themselves and their respective current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, fully, finally and forever waive, release, and discharge the Released Parties from any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., arising during the PAGA Period, that were alleged in the LWDA Letter and Action, or that could have been alleged based on the factual allegations and legal theories in the LWDA Letter and Action, including alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 7-2001.

12. Upon entry of this Judgment and remittance of the Gross Settlement Amount by Defendants to the Administrator, in consideration for his Class Representative Enhancement Award, Plaintiff Luis Martinez, for himself only, fully, finally and forever releases and discharges the Released Parties from any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation which Plaintiff has, owns or holds, or claims to have, own or hold, or at any time prior to the Effective Date of the Agreement had,

1 owned or held, or claimed to have, own or hold, or may have against the Released Parties, excluding
2 only claims that, by law, may not be released. Plaintiff has expressly waived all rights and benefits
3 afforded by California Civil Code Section 1542, which provides:

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

10 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than
11 or different from the facts now believed to be true, the release of claims contained herein shall be
12 effective as to all unknown claims. This release specifically excludes claims for unemployment
13 insurance, state disability benefits, social security, and workers compensation (with the exception of
14 claims arising pursuant to California Labor Code Sections 132(a) and 4553).

15 13. The Court finds the settlement payments provided for under the Agreement to be fair
16 and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the Court
17 orders Defendants to fund the Gross Settlement Amount of \$990,000.00 within fourteen (14) calendar
18 days after of the date of entry of this Judgment to provide payments for Individual Settlement
19 Payments, Individual PAGA Payments, the Class Representative Enhancement Award, Attorney's
20 Fees and Litigation Costs, Administration Costs, and the LWDA Payment. The Court further orders
21 Defendants to separately pay any and all employer payroll taxes owed on the wages portion of the
22 Individual Settlement Payments. Defendants shall fund and the Administrator shall distribute these
23 amounts in accordance with the terms of the Agreement.

24 14. Pursuant to the terms of the Agreement, and the authorities, evidence, and argument
25 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of
26 \$330,000.00, and awards reimbursement of costs and expenses incurred by Class Counsel in the
27 amount of \$17,299.26 from the Gross Settlement Amount. The award of attorneys' fees and costs is
28 the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
and/or owed to Class Counsel and any other person or entity related to the Action. The Court further
orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered

1 pursuant to the terms of the Agreement. Any allocation of attorneys' fees and costs between and
2 among Class Counsel shall be made by the Administrator pursuant to the separate and independent
3 agreement between Class Counsel.

4 15. The Court hereby approves and orders a Class Representative Service Payment of
5 \$7,500.00 to Plaintiff Luis Martinez from the Gross Settlement Amount in accordance with the terms
6 of the Agreement.

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

15 17. The Court also hereby approves and orders payment from the Gross Settlement Amount
16 for actual settlement administration expenses incurred by the Administrator, Phoenix Settlement
17 Administrators, in the amount of \$8,000.00.

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

21 19. The Court also hereby approves and orders that any checks distributed from the Gross
22 Settlement Amount that remain uncashed after one hundred and eighty (180) calendar days after being
23 issued shall be void. All uncashed settlement checks shall be transferred to the Controller of the State
24 of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*
25 for the benefit of the Class Member or PAGA Member who did not cash their check until such time
26 that they claim their property, or the property is otherwise disposed of pursuant to the Unclaimed
27 Property Law.

20. The Court also hereby orders that the Administrator distribute the Attorneys' Fees and Litigation Costs to Class Counsel, Class Representative Enhancement Award to Plaintiff, Administration Costs to the Settlement Administrator, LWDA Payment to the LWDA, Individual Settlement Payments to Participating Class Members, and the Individual PAGA Payments to PAGA Members within ten (10) calendar days after receipt of the Gross Settlement Amount.

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

22. A final report on the disbursement of settlement payments shall be filed by 10 days prior to hearing A post-approval final accounting hearing shall be held on June 17, 2025 at 8:30 a.m. Class Counsel shall submit a final compliance report by

10 days prior to hearing

23. Notice of this Order and Judgment shall be posted by the Administrator, Phoenix Settlement Administrators, on its website for a period of at least sixty (60) days.

24. Plaintiff shall file a formal Notice of Entry of Judgment and serve the same on the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: Aug. 20, 2024

By: 
The Honorable Joseph T. Ortiz
Judge of The Superior Court

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