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Attorneys for Plaintiff
OSCAR VALLADAREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

OSCAR VALLADAREZ, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

AZCO SUPPLY, INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-0002212

*Assigned for All Purposes to: Hon. Barbara
Kronlund, Dept. 10D*

**NOTICE OF ENTRY OF FINAL ORDER
APPROVING OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: November 21, 2025

Time: 9:00 a.m.

Dept: 10D

Complaint Filed: February 22, 2024

Trial Date: None Set

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

2 **PLEASE TAKE NOTICE** that on November 21, 2025, at 9:00 a.m., the Honorable Jayne
3 Lee, in Department 10D of the above-entitled Court, located at 180 E Weber Avenue, Stockton,
4 California 95202, issued a Minute Order and executed the Final Order and Judgement granting
5 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

6 Attached hereto as **Exhibit A** is a true and correct copy of the Signed Order granting Plaintiff's
7 Motion for Final Order Approving of Class Action and PAGA Settlement, which was executed and
8 filed on November 21, 2025. Attached hereto as **Exhibit B** is a true and correct copy of the Minute
9 Order granting Plaintiff's Motion for Final Order Approving of Class Action and PAGA Settlement,
10 which was issued and filed on November 21, 2025.

11
12
13 DATED: December 3, 2025

PROTECTION LAW GROUP, LLP

14
15 By: 

16 Heather Davis
17 Ryan T. Chuman
18 Arnel O. Tan
19 Christine V. Reyes
20 *Attorneys for Plaintiff Oscar Valladarez*
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Exhibit A

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12 *Attorneys for Plaintiff*
13 OSCAR VALLADAREZ

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF SAN JOAQUIN

16 OSCAR VALLADAREZ, individually and on
17 behalf of others similarly situated,

18 Plaintiff,

19 vs.

20 AZCO SUPPLY, INC., a California corporation;
21 and DOES 1 through 50, inclusive,

22 Defendants.

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NOV 21 2025
Filed
STEPHANIE BOHBER, CLERK

By _____
DEPUTY

Case No.: STK-CV-UOE-2024-0002212

*Assigned for All Purposes to: Hon. Jayne C. Lee
Dept. 10D*

23 ^{E2}
24 [PROPOSED] FINAL ORDER AND
25 JUDGEMENT

Hearing Date: November 21, 2025

Time: 9:00 a.m.
Dept: 10D

Complaint Filed: February 22, 2024
Trial Date: None Set

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

2 The above-referenced Class and PAGA Action ("Action") having come before the Court
3 on November 21, 2025, for a hearing and Final Order Approving Class Action and PAGA
4 Settlement and Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order
5 ("Preliminary Approval Order"), and as set forth in the Joint Stipulation of Class Action and PAGA
6 Settlement ("Agreement"), and due and adequate notice having been given to all Class Members
7 as required in the Preliminary Approval Order, and the Court having considered all papers filed
8 and proceedings had herein and otherwise being fully informed and good cause appearing
9 therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. The Court GRANTS Plaintiffs Oscar Valladarez's ("Plaintiff") Motion for Final
11 Approval of Class Action and PAGA Settlement.

12 2. All terms used herein shall have the same meaning as defined in the Agreement.

13 3. The term "Class" and "Class Members" shall mean the following: "all current and
14 former hourly-paid non-exempt employees of Defendant AZCO Supply, Inc. ("Defendant"), who
15 worked for Defendant at any time between February 22, 2020, and May 7, 2025." The term
16 "Participating Class Member" includes all Class Members who did not submit a timely and valid
17 Request for Exclusion as provided in the Agreement.

18 4. The term "PAGA Members" shall mean the following: "all current and former non-
19 exempt employees of Defendant who worked for Defendant in the State of California at any time
20 from February 12, 2024, through May 7, 2025."

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

23 6. Distribution of the Class Notice directed to the Class Members as set forth in the
24 Agreement and the other matters set forth therein has been completed in conformity with the
25 Amended Preliminary Approval Order, including individual notice to all Class Members who
26 could be identified through reasonable effort, and the best notice practicable under the
27 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the
28 matters set forth therein, including the proposed Settlement set forth in the Agreement, to all

1 persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due
2 process. All Class Members, all Released Class Claims and all Released PAGA Claims, are
3 covered by and included within the Settlement and this Final Order.

4 7. The Court hereby finds the Settlement was entered into in good faith pursuant to
5 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
6 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
7 standards and applicable requirements for final approval of this class action settlement under
8 California law, including the provisions of California Code of Civil Procedure section 382 and
9 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
10 *Superior Court*, 4 Cal.3d 800, 821 (1971).

11 8. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

12 9. The Court hereby approves the Settlement set forth in the Agreement and finds that
13 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
14 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
15 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that
16 the Parties have conducted extensive investigation and research, and counsel for the Parties are
17 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this
18 time will avoid additional substantial costs, as well as avoid the delay and risks that would be
19 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
20 being granted as part of the Settlement and recognizes the significant value to the Class Members.
21 The Court also finds that the Class is properly certified as a class for settlement purposes only.

22 10. Upon the complete funding of the Gross Settlement Amount and all applicable
23 employer-side payroll taxes by Defendant, Plaintiff and all Participating Class Members, shall
24 fully release and discharge Defendant AZCO Supply, Inc. and its past, present and/or future, direct
25 and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers,
26 partners, investors, reinsurers, shareholders, administrators, parent companies, subsidiaries,
27 affiliates, divisions, predecessors, successors, assigns, and joint venturers ("Released Parties")
28 from any and all means claims, rights, demands, liabilities and causes of action that are alleged, or

1 that reasonably could have been alleged, based on the facts asserted a the operative complaint in
2 the Action including the following claims: (i) failure to pay all wages, minimum wages and
3 overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii)
4 failure to provide rest periods or compensation in lieu thereof (iv) failure to provide complete,
5 itemized, and accurate wage statements; (v) failure to pay timely at time of separation of
6 employment, termination or resignation; (vi) failure to provide timely pay wages during
7 employment; and (vii) unfair business practices that could have premised on the facts pled in the
8 operative complaint. ("Released Class Claims"). This release shall apply to claims that arose from
9 February 22, 2020, through May 7, 2025. ("Class Period"). This release shall be binding on all
10 Participating Class Members.

11 11. Upon the complete funding of the Gross Settlement Amount and all applicable
12 employer-side payroll taxes by Defendant, the California Labor and Workforce Development
13 Agency ("LWDA") and the State of California, through Plaintiff as its agent and/or proxy, shall
14 release and discharge the Released Parties from all claims for civil penalties under the California
15 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts
16 alleged both in the PAGA Notice provided to the LWDA and in the operative complaint (Released
17 PAGA Claims"). The release shall apply to claims that arose from February 12, 2024, through
18 May 7, 2025. ("PAGA Period").

19 12. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff—on
20 behalf of himself only—shall also generally release and discharge the Released Parties from any
21 and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have
22 been or could have been asserted against the Released Parties arising out of or relating to their
23 employment by Defendant or termination thereof, including but not limited to claims for wages,
24 restitution, penalties, retaliation, defamation, discrimination harassment or wrongful termination
25 of employment. This release specifically includes any and all claims, demands, obligations and/or
26 causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except
27 provided by the Settlement Agreement) relating to or in any way connected with the matters
28 referred to herein, whether or not known or suspected to exist, and whether or not specifically or

particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Section 132(a) and 4553).

13. No Class Member requested to be excluded from the terms of the Settlement. The last date to timely submit a request for exclusion was October 14, 2025. Accordingly, all 75 Participating Class Members are included and bound by this Order and Judgment.

14. The Court also hereby finds that there were no written objections to the Settlement. The last day to submit a written objection to the settlement was October 14, 2025. The Court also notes there were no objections made at the hearing on Final Approval of the Settlement.

15. The Court finds the settlement payments provided for under the Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and amendments thereto the Court orders Defendant to fund the Gross Settlement Amount of \$750,000.00 within fourteen (14) calendar days of the Effective Date to provide payments for the Class/PAGA Members individual settlement payments, class representative enhancement payment for Plaintiff, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties to the LWDA pursuant to Labor Code Section 2698 et seq. The calculations and the payments shall be made administered in accordance with the terms of the Agreement.

16. Pursuant to the terms of the Agreement and amendment thereto, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$262,500.00 (35% of the Gross Settlement Amount) and

1 litigation costs in the amount of \$16,918.49 from the Gross Settlement Amount as final payment
2 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
3 Class Counsel and any other person or entity related to the Action. The Court further orders that
4 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant
5 to the terms of the Agreement.

6 17. The Court hereby approves and orders a Class Representative Enhancement
7 Payment of \$10,000.00 Plaintiff Oscar Valladarez from the Gross Settlement Amount in
8 accordance with the terms of the Settlement Agreement.

9 18. The Court approves and orders the payment in the amount of \$48,750.00 (65% of
10 \$75,000) from the Gross Settlement Amount to the California Labor Workforce Development
11 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
12 remaining \$26,250.00 (35% of \$75,000) shall be distributed to the PAGA Members as set forth
13 in the Agreement.

14 19. The Court also hereby approves and orders payment from the Gross Settlement
15 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
16 Apex Class Action, LLC, in the amount of \$4,890.00 as set forth Settlement Agreement.

17 20. The Court hereby approves and orders payment of individual settlement payments
18 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

19 21. The Court also hereby approves and orders that any checks distributed from the
20 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
21 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
22 California State Controller's Office and held in trust for such Class Members pursuant to
23 California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

24 22. Provided the Settlement becomes effective under the terms of the Agreement, the
25 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
26 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

27 23. Neither the Settlement nor any of the terms set forth in the Agreement is an
28 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of

1 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
2 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
3 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
4 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
5 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
6 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
7 of, an admission or concession with regard to the denials or defenses by Defendant, or any of the
8 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
9 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
10 the provisions of this Final Order, the Agreement, the Released Class Claims, Released PAGA
11 Claims, or any related agreement or release. Notwithstanding these restrictions, any of the
12 Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the
13 Agreement, and any other papers and records on file in the Action as evidence of the Settlement
14 to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue
15 preclusion or similar defense as to the Released Class/PAGA Claims.

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

23 *Compliance Hearing scheduled July 31, 2026 at 9AM, Dept. 12D.*

24 *→* IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

25 DATED: 11-21-25

26 *Emmale Zody*
27 JUDGE OF THE SUPERIOR COURT

28 *No appearances required if Settlement Administrator or class
Counsel provide written certification to Court and the parties
no later than July 10, 2026 that administration of Settlement
is completed.*

Exhibit B

Superior Court of California, County of San Joaquin

MINUTE ORDER

Date: 11/21/2025 09:00 AM

Case Number: STK-CV-UOE-2024-0002212

**Oscar Valladares, individually and on behalf
of others similarly situated vs Azco
Supply, Inc., a California corporation**

Event Type: Motion for Final Approval of
Class Settlement

Department: 10D

Appearances: Presiding Judge: Esmeralda Zendejas. Also attending: thiedeman Court Clerk.

There are no appearances by any party.

No parties having requested oral argument, the Court hereby adopts the tentative ruling as the final ruling on the motion.

The Court affirms the tentative ruling as follows:

Plaintiff's Motion for Preliminary Approval was granted July 25, 2025. To date, there were no objections to the settlement or requests to be excluded from the settlement. There is no indication that class members' notices were undeliverable. The Settlement was the result of arm's length negotiations.

The Court finds that the moving papers and authority cited therein establishes: (1) the settlement is fair, reasonable and adequate; (2) the certification of the class is appropriate; (3) the service payments to the class representatives is reasonable; and (4) the amount allocated for attorney's fees and costs are reasonable.

The Court is setting a non-appearance Compliance Hearing for July 31, 2026 at 9:00 am in Dept. 10D. Upon completion of administration of the Settlement, the Settlement Administrator or Class Counsel shall provide written certification to the Court and counsel for the Parties, which shall be filed with the no later than July 10, 2026. If the certification is not filed, parties must appear at the July 31, 2026 compliance hearing.

Motion for Final Approval of Class Action and PAGA Settlement granted.

The formal order was signed and filed this date.

Compliance Hearing is scheduled at 9:00 AM on July 31, 2026 in Department 10D.