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F I L E D
San Diego Superior Court

MAR 13 2026

Clerk of the Superior Court
By: B. Orihuela, Deputy

Attorneys for Plaintiff Alex Bondarchuk
on behalf himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO - HALL OF JUSTICE**

ALEX BONDARCHUK on behalf of himself
and all others similarly situated;

Plaintiff,

v.

WEST COAST PARTS DISTRIBUTING, a
California Stock Corporation, BOX
APPLIANCE SERVICE COMPANY, INC.,
a California Stock Corporation; and DOES 1
through 50, Inclusive,

Defendants.

Case No. 37-2023-00046042-CU-OE-CTL
*[Assigned for all purposes to the Honorable
Wendy M. Behan, Dept. C-66]*

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
REPRESENTATIVE ENHANCEMENT
AND REQUEST FOR ATTORNEY FEES
AND COSTS**

*[Filed concurrently with Notice of Motion
and Motion for Final Approval of Class
Action Settlement; Memorandum of Points
and Authorities in Support of Motion for
Final Approval; Declaration of Haig B.
Kazandjian; Declaration of Amanda Howard
of ILYM Group, Inc.]*

HEARING INFO

Final Approval Hearing
Date: March 13, 2026
Time: 10:15 AM
Dept.: C-66

Action Filed: October 6, 2023
FAC Filed: May 27, 2025
Trial Date: None Currently Scheduled

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ORDER AND JUDGMENT

The motion brought by Plaintiff Alex Bondarchuk (herein referred to as “Plaintiff” or “Class Representative”) for an order granting final approval of class action settlement came on for hearing in Department C-66 of this Court on March 13, 2026 at 10:15 a.m. This is a wage and hour Class Action and Private Attorneys General Act (“PAGA”) representative action brought against Defendant WEST COAST PARTS DISTRIBUTING, a California Stock Corporation, and Defendant BOX APPLIANCE SERVICE COMPANY, INC., a California Stock Corporation (herein referred to as “Defendants”).

The Court, having read the papers filed with regard to Plaintiff’s motion for final approval of class action settlement and hearing argument regarding that motion, hereby FINDS, ORDERS AND ADJUDGES:

1. The Court has jurisdiction over the subject matter of this litigation and over all parties to this Action, including the class members, representative action members, and Labor and Workforce Development Agency (“LWDA”).

2. The Court certifies the class for purposes of settlement. The class to whom this judgment applies is defined as follows: Class” means all persons who are or were employed by Defendants in California and classified as hourly, non-exempt employees during the Class Period of October 6, 2019, through April 14, 2025 (the “Class Period”).

3. Aggrieved Employees under PAGA to whom this judgment applies are defined as follows: “Aggrieved Employee” means all individuals who are or were previously employed by Defendants in the State of California who were classified as hourly, non-exempt employees during the period of July 7, 2022, through April 14, 2025 (the “PAGA Period”).

4. “Action” means the Plaintiffs lawsuit alleging wage and hour violations against Defendants captioned Bondarchuk v. West Coast Parts Distributing, et. al., commenced on October 6, 2023, Case No. 37-2023-00046042-CU-OE-CTL. On May 27, 2025, the Parties filed an Amended Complaint in the Action that is deemed the Operative Complaint.

5. The Court finds that the settlement agreement was entered into in good faith, is a product of arm’s-length negotiations between the parties and that the terms of the settlement are

1 fair, reasonable, adequate, and in the best interests of the settlement class. The Court also finds
2 the settlement satisfies the standards and applicable requirements for final approval of this class
3 action settlement under California law, including the provisions of California Code of Civil
4 Procedure section 382 and California Rules of Court, Rule 3.769.

- 5 6. The settlement agreement is therefore finally approved and incorporated herein.
- 6 a. The Gross Settlement Amount ("GSA") is \$650,000.00
- 7 b. The Net Settlement Fund ("Net") is \$337,569.22, exclusive of the Aggrieved
8 Employees' PAGA portion of the settlement (\$12,500.00; 25% of the
9 \$50,000.00 PAGA Payment) (GSA minus the following):
- 10 c. Class Counsel, Haig B. Kazandjian Lawyers, APC are awarded attorneys' fees
11 in the amount of \$227,500.00 and costs in the amount of \$18,280.78.
- 12 d. The Court grants the requested Class Representative enhancement award
13 totaling \$10,000.00.
- 14 e. The settlement administrator, ILYM Group, Inc., is granted payment in the
15 amount of \$6,650.00 for its fees and services.
- 16 f. The Court approves the PAGA payment of \$50,000.00 payable as follows:
- 17 i. \$37,500.00 (75% of \$50,000.00 PAGA Payment) payable to the LWDA.
- 18 ii. The Court approves payment of \$12,500.00 (25% of \$50,000.00 PAGA
19 Aggrieved Employees Payment) payable to the Aggrieved Employees.
- 20 g. In addition to the GSA, Defendants will be separately responsible for any
21 employer payroll taxes required by law.

22 7. The Court orders the parties to the settlement agreement to perform forthwith
23 each of their obligations as set forth according to its terms.

24 8. Funding: Defendants shall fully fund the Gross Settlement Amount, and also fund
25 the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds
26 to the Administrator in three installments: (1) the first installment of \$350,000.00 shall be paid
27 on or before the later of: (a) thirty (30) days of final approval of the settlement, or (b) November
28 14, 2025 the second installment of \$150,000.00 shall be paid within ninety (90) days of the first

installment payment, and (3) the third installment of \$150,000.00 shall be paid within ninety (90) days of the second installment payment.

9. Distribution of GSA: Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

10. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

11. Individual Class Payment Calculation: The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

12. Uncashed Checks: For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

13. Class Counsel and the Claims Administrator have used their best efforts to locate class members and to provide them with notice that fully and accurately informs class members

of all material elements of the proposed settlement. The Court finds that the notice program implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii) was reasonably calculated, under the circumstances, to apprise members of the class of the pendency of the Litigation, their right to object or exclude themselves from the proposed settlement, and to appear at the Final Approval Hearing, (iii) was reasonable and constituted valid, due, adequate, and sufficient notice to all members of the class, and (iv) met all applicable requirements of due process under California law.

14. No objections to the settlement were filed. Two class members opted out of the settlement and are therefore excluded from the Class Action Release. The names of the members of the Non-Participating Class Members who opted out of the settlement and are therefore excluded from the Class Action Release are: Billie Jean Macuse and Joyce Edwards.

15. Accordingly, Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Court adjudges that Plaintiff and the members of the class as defined above at paragraph 2, who have not otherwise opted out are conclusively deemed to have released and discharged Defendants and the released parties from any and all settled claims which are defined as follows:

a. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims, wages, premiums, fringes, liquidated damages, or penalties that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action and ascertained in the course of the Action, including, all class claims pled or that could have been pled based on the factual allegations contained in the operative Complaint which occurred during the Class Period of October 6, 2019 through April 14, 2025, including, but not limited to claims under California Labor Code §§ 201, 202, 203, 204, 206, 210, 218.5, 218.6, 221, 223, 226, 226.2, 226.3, 226.7, 246, 256, 432, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.5, 1197, 1197.1, 1198, 1198.5, 1199, and 2800, 2802. Except as set forth in Section 5.3 of the Settlement

1 Agreement (Release by Aggrieved Employees), Participating Class Members do not release any
2 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
3 Employment and Housing Act, unemployment insurance, disability, social security, workers'
4 compensation, or claims based on facts occurring outside the Class Period of October 6, 2019
5 through April 14, 2025.

6 b. The Court further adjudges that Plaintiff and the PAGA Aggrieved Employees, as
7 defined in paragraph 3 above, have released and discharged Defendants and the released parties
8 from any and all settled claims which are defined as follows: Release by Non-Participating Class
9 Members And Participating Class Members Who Are Aggrieved Employees: All Non-
10 Participating Class Members, and Participating Class Members who are Aggrieved Employees
11 are deemed to release, on behalf of themselves and their respective former and present
12 representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released
13 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
14 alleged, based on the PAGA Period facts stated in the Action and the PAGA Notice and
15 ascertained in the course of the Action, including, all PAGA claims pled or that could have been
16 pled based on the factual allegations contained in the operative complaints and PAGA letter sent
17 by Plaintiff that occurred during the PAGA Period of July 7, 2022 through April 14, 2025 that
18 stated violations of California Labor Code §§ 201, 202, 203, 204, 206, 210, 218.5, 218.6, 221,
19 223, 226, 226.2, 226.3, 226.7, 246, 256, 432, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1175,
20 1182.12, 1194, 1194.5, 1197, 1197.1, 1198, 1198.5, 1199, and 2800, 2802 as to the Aggrieved
21 Employees and expressly excluding all other claims, including claims for vested benefits,
22 wrongful termination, unemployment insurance, disability, social security, workers'
23 compensation, and PAGA claims outside of the PAGA Period. The time period for this release is
24 the PAGA Period of July 7, 2022 to April 14, 2025.

25 16. The Court bars and permanently enjoins Plaintiff, the Participating Class
26 Members and Aggrieved Employees from asserting, instituting, or prosecuting, either directly or
27 indirectly, any settled claims which any class member or aggrieved employee had or has to the
28 extent provided in the settlement agreement.

17. The Parties are ordered to give notice of this order to all class members and Aggrieved Employees in accordance with California Rule of Court, rule 3.771(b) by posting a copy of this Order on the Settlement Administrators website.

18. The Court hereby orders class counsel to submit both this judgment and the order granting final approval to the LWDA in accordance with Labor Code section 2699, subdivision (1)(3).

19. **The Court hereby orders class counsel to file a final Report re: Distribution of the Settlement Funds to the Court by February 26, 2027. ~~The Court sets a non-appearance case management review for March 12, 2027 at 8:30 a.m., OR for _____, 2027 at _____ a.m./p.m. in Department C-66 at the San Diego Hall of Justice.~~**

20. Without affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation and enforcement of the settlement agreement pursuant to further orders of the Superior Court until each and every act agreed to be performed by the parties hereto shall have been performed pursuant to the settlement agreement; (2) any other action necessary to conclude this settlement and to implement the settlement agreement; and (3) the enforcement, construction, and interpretation of the settlement agreement.

21. Neither this Order granting final approval and entering Judgment, nor the settlement agreement on which it is based are an admission or concession by any party of any fault, omission, liability or wrongdoing. This Judgment is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The final approval of the Parties' settlement will not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims or defenses of any party.

22. This Judgment and Order is intended to be a final disposition of the above-captioned action in its entirety, and it is intended to be immediately appealable.

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IT IS SO ORDERED.

Dated: _____

3/13/20



Honorable Wendy M. Behan,
Judge of the Superior Court

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