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14 as individuals, and on behalf of all other aggrieved employees

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

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18 FERNANDO JACQUES, an individual;
ABDON ELIZONDO III, an individual;
19 ROBERT SOLORIO, an individual; and on
behalf of all other aggrieved employees under
20 the Labor Code Private Attorneys General Act
21 of 2004,

22 Plaintiffs,

23 v.

24 MAXCO SUPPLY, INC., a corporation; and
25 DOES 1 through 100, inclusive,

26 Defendant.

FILED
08/03/2026
Superior Court of California,
County of Fresno
By: A. Sepeda

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Superior Court of California,
County of Fresno
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CASE NO.: 24CECG01797

[Assigned to the Hon. Kristi Culver Kapetan,
Dept. 501]

~~[PROPOSED]~~ AMENDED JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Granting Approval of the Representative Action Settlement, it is
3 hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court's Order Approving
5 Representative Action Settlement and the Parties' the Joint Stipulation Re: Representative Action
6 Settlement ("Settlement," "Agreement" or "Settlement Agreement"). Unless otherwise provided
7 herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement
8 Agreement.

9 2. The "Aggrieved Employees" who are covered by the Settlement Agreement are all
10 persons currently or formerly employed by Defendant, in California either directly or through any
11 subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid
12 employees, during the period from February 11, 2023 through July 7, 2025 (the "PAGA Period").

13 3. Pursuant to the Order Approving Representative Action Settlement, Defendant must
14 fund the settlement account with the Gross Settlement Amount, which, unless escalated pursuant to
15 the Settlement Agreement, amounts to \$800,000.00. All funds shall be disbursed to PAGA Counsel,
16 the California Labor and Workforce Development Agency ("LWDA"), the Settlement
17 Administrator, and Aggrieved Employees pursuant to the Order Approving Representative Action
18 Settlement. The funds associated with uncashed expired checks shall be transmitted to the cy pres
19 recipient, Legal Aid at Work, for use in Fresno County.

20 4. The Court approves the Gross Settlement Amount of \$800,000.00, and orders it to
21 be distributed as follows:

- 22 a. One-third (1/3) thereof shall be allocated as reasonable attorneys' fees for
23 PAGA Counsel which, unless escalated pursuant to the Settlement
24 Agreement, shall amount to \$266,666.67;
25 b. The sum of \$17,776.37 shall be allocated as reasonable litigation costs and
26 paid to PAGA Counsel.

- 1 c. The sum of \$8,450.00 shall be paid to the Settlement Administrator, ILYM
2 Group, Inc. for its services in administering the Settlement.
- 3 d. The sum of \$5,000 shall be paid to each Plaintiff, for a total of \$15,000.00 to
4 Plaintiffs Fernando Jacques, Abdon Elizondo, and Robert Solorio, as a
5 Service Award to Plaintiffs for serving as PAGA Representatives in the
6 Action and providing a broader release to Defendant.
- 7 e. After deducting the above amounts, the Court approves the estimated
8 remaining PAGA Penalties of \$492,106.96 (as the same may be escalated
9 pursuant to the Settlement Agreement) and orders 75% of that sum to be paid
10 to the California Labor and Workforce Development Agency (“LWDA”) and
11 25% to be paid to the Aggrieved Employees pursuant to Labor Code §
12 2699(i).

13 5. Pursuant to the Declaration of David D. Bibiyan, Bibiyan Law Group, P.C., has
14 collectively billed 459.3 hours in connection with this matter. The rates previously included in this
15 declaration have been reduced by 35% to be more reflective of Fresno’s hourly rates as follows:
16 David Bibiyan billed 11.3 hours at his hourly rate of \$780 per hour. Sarah Cohen billed 36.2 hours
17 at her hourly rate of \$650 per hour. Jason Rothman billed 132.7 hours at his hourly rate of \$552.50
18 per hour. Amanda Thompson billed 82.3 hours at her hourly rate of \$357.50 per hour. Vedang Patel
19 billed 44.1 hours at his hourly rate of \$585 per hour. Megan Lazar billed 68.4 hours at her hourly
20 rate of \$357.50 per hour. Paralegals billed 53 hours at \$130 per hour. Finally, legal assistants billed
21 31.3 hours at \$48.75 per hour. At Bibiyan Law Group, P.C.’s hourly rates, this results in a total
22 lodestar amount of \$193,750.37 for Bibiyan Law Group, P.C.

23 6. Pursuant to the Declaration of Zoe Yuzna, Colby Law Firm, PC has collectively
24 billed more than 218 hours in prosecuting this matter (194 attorney hours and 24 paralegal hours).
25 For purposes of the motion, Colby Law Firm, PC’s originally requested rates (\$750 per hour for
26 attorneys and \$225 per hour for paralegals) are reduced by 35% to reflect Fresno attorney billing
27 rates. Colby Law Firm, PC’s attorney rates are reduced from \$750 per hour to \$487.50 per hour,
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1 and paralegal rates are reduced from \$225 per hour to \$146.25 per hour, resulting in a total lodestar
2 amount of \$98,085 (after the 35% rate reduction).

3 7. Even at Class Counsel's reduced hourly rates, the total lodestar for both firms
4 exceeds the attorneys' fee request of \$266,666.67.

5 8. The Court finds that PAGA Counsel's request for attorneys' fees in the amount of
6 one-third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement
7 Agreement, amounts to \$266,666.67, reasonable. The Court awards PAGA Counsel fees to be paid
8 from the Gross Settlement Amount.

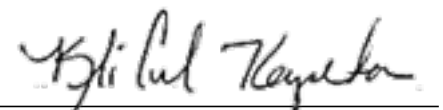
9 9. Effective on the date when Defendant fully funds the entire Gross Settlement
10 Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:
11 All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
12 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
13 Released Parties from all claims, rights, demands, liabilities and causes of action that arose during
14 the PAGA Period for civil penalties under PAGA that were alleged, or reasonably could have been
15 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice for PAGA civil
16 penalties, including, but not limited to, pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
17 1197.1 and 2699, in connection with alleged violations of Labor Code sections 201, 202, 203, 204,
18 226, 226.3, 226.7, 246, *et seq.*, 432, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 2699
19 and 2810.5, among others.

20 10. The "Released Parties" means Defendant and each of its former and present directors,
21 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
22 subsidiaries, and affiliates.

23 11. This document shall constitute a Judgment for purposes of California Rules of Court,
24 Rule 3.769(h).

25 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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27 Dated: August 3, 2026, 2026



Judge of the Superior Court

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