

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

AUG 27 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

BRISA CENICEROS, NELY RIOS
ESCOBAR, AND SOK CHUNG, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

HERBALIFE MANUFACTURING LLC, a
Delaware Corporation; and DOES 1-50,
inclusive,

Defendant.

Case No. 30-2022-01289409-CU-OE-CXC

[Consolidated with the Escobar Action Case
No.: 30-2023-01349666-CU-OE-CXC]

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

1 This matter came on for hearing on August 7, 2026, at 9:00 a.m., in Department CX101
2 of the above-captioned Court on the Motion for Final Approval of Class Action Settlement
3 pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval,
4 and the Court Approved Notice of Class Action Settlement, a copy of which was filed in
5 conjunction with the Plaintiff's Motion for Final Approval of Class Action Settlement.

6 Having received and considered the Settlement Agreement, the supporting papers filed by
7 the Parties, and the evidence and argument received by the Court in conjunction with the
8 unopposed Motion for Preliminary Approval of Class Action Settlement and the instant Motion
9 for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS
10 AND MAKES THE FOLLOWING DETERMINATIONS:

11 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
12 each Class Member by first-class mail. These papers informed the Class of the terms of the
13 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
14 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
15 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
16 to be heard regarding approval of the Settlement. Adequate time was provided by each of these
17 procedures.

18 2. No member of the Class filed a written objection to the proposed Settlement as
19 part of this notice process or stated an intention to appear at the final approval hearing. Two Class
20 Members opted out of the Settlement: David Duran and Brian Slusser.

21 3. The Court finds and determines that this notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the responses of the Class. The Court finds and
24 determines that the notice provided in this case was the best notice practicable, which satisfied
25 the requirements of law and due process.

26 4. With respect to the Class and for purposes of approving this Settlement only, this
27 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
28 that joinder of all members is impracticable; (b) there are questions of law or fact common to the

1 Class, and there is a well-defined community of interest among members of the Class with respect
2 to the subject matter of the Action; (c) the claims of Class Representative are typical of the claims
3 of the members of the Class; (d) the Class Representative has fairly and adequately protected the
4 interests of the members of the Class; (e) a class action is superior to other available methods for
5 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
6 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
7 individual and representative capacities for the Class.

8 5. The Court has certified a Class, as that term is defined in and by the terms of the
9 Settlement Agreement, as all current and former non-exempt employees employed by Herbalife
10 Manufacturing LLC in California at any time during the Class Period of November 1, 2018, to
11 September 18, 2024. The Court deems this definition sufficient for purposes of California Rule
12 of Court 3.765(a).

13 6. The Court hereby confirms Aegis Law Firm, PC, Bokhour Law Group, P.C., and
14 Falakassa Law, P.C. as Class Counsel.

15 7. The Court hereby confirms Plaintiffs' Brisa Ceniceros, Nely Rios Escobar, and
16 Sok Chung as the Class Representatives in this Action.

17 8. The Court finds and determines that the terms set forth in the Settlement
18 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
19 according to its terms, having found that the Settlement was reached as a result of informed and
20 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
21 that the Parties conducted an extensive investigation and that their attorneys were able to
22 reasonably evaluate their respective positions. The Court also finds that the Settlement will enable
23 the Parties to avoid additional, potentially substantial litigation costs, as well as the delays and
24 risks that would result if the Parties were to continue litigating the case. The Court has reviewed
25 the monetary recovery provided as part of the Settlement and recognizes the significant value
26 accorded to the Class.

27 9. The Court further finds and determines that the terms of the Settlement are fair,
28 reasonable and adequate to the Class and to each Participating Class Member and that the

1 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
2 be and hereby are ordered to be consummated.

3 10. The Court hereby approves the Gross Settlement Amount of \$783,174.27.

4 11. The Court finds and determines that the Individual Settlement Payments to be paid
5 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
6 Court hereby gives final approval to and orders that the payment of those amounts be made to the
7 Participating Class Members in accordance with the Settlement Agreement.

8 12. The Court finds and determines that the allocation of \$20,000.00 to PAGA
9 Penalties is fair, reasonable, and appropriate. Of that amount, \$15,000.00 shall be paid to the
10 California Labor and Workforce Development Agency in accordance with the Settlement
11 Agreement. The Court hereby gives final approval to and orders payment of the PAGA Penalties
12 in accordance with the Settlement Agreement.

13 13. The Court finds and determines that the fees and expenses in administering the
14 Settlement incurred by Phoenix Settlement Administrators in the amount of \$10,000.00 are fair
15 and reasonable. The Court hereby gives final approval to and orders that the payment of that
16 amount be made in accordance with the Settlement.

17 14. The Court finds and determines that the Class Representatives' Service Payments
18 of \$5,000 to each Plaintiff are fair and reasonable. The Court hereby orders the Administrator to
19 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
20 Settlement Agreement.

21 15. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
22 submitted by Class Counsel, the Court hereby awards litigation costs of \$29,702.39 and Class
23 Counsel attorneys' fees in the sum of ~~\$261,031.98~~ ^{\$234,952}. The Court further orders that the attorneys'
24 fees award shall be allocated as follows: 35% to Aegis Law Firm, PC; 32.5% to Bokhour Law
25 Group, P.C.; and 32.5% to Falakassa Law, PC.

26 16. The Court finds such amounts to be fair and reasonable. The Court hereby orders
27 the Settlement Administrator to make these payments in accordance with the terms of the
28 Settlement Agreement.

1 17. Without affecting the finality of this order or the entry of judgment in any way,
2 the Court retains jurisdiction of all matters relating to the interpretation, administration,
3 implementation, effectuation, and enforcement of this order and the Settlement.

4 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
5 under the Settlement or under this order, including the requirement that Defendants make payment
6 to the Participating Class Members in accordance with the Settlement.

7 19. This Judgment is intended to be a final disposition in its entirety of the above-
8 captioned action. Without affecting the finality of this judgment in any way, the Court retains
9 jurisdiction of all matters relating to the interpretation, administration, implementation,
10 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

11 20. The Parties will bear their own costs and attorneys' fees except as otherwise
12 provided by this Court's Order awarding Class Counsel's Award for attorneys' fees and litigation
13 costs.

14 21. Pursuant to Code of Civil Procedure section 384(b), Plaintiffs shall submit a final
15 report to the Court on or before **February 26, 2027**, setting forth the actual amounts paid to Class
16 Members and all other amounts disbursed pursuant to the Settlement. Upon receiving the final
17 report, the Court will determine whether any further report or hearing is necessary.

18
19 DATED: _____

8/27/26



Honorable William Claster
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the
Stars, Suite 520, Los Angeles, California 90067.

5 On August 11, 2026, I served the following document(s) described as **REVISED**
6 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND**
7 **PAGA SETTLEMENT AND ENTERING JUDGMENT** on the interested parties in this action
to the addressed as follows:

8 Daphne M. Anneet, Esq.
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9 Natalie F. Price, Esq.
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10 Viviano E. Aguilar, Esq.
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13 **Counsel for defendant**
14 **HERBALIFE MANUFACTURING, LLC**

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15 **AEGIS LAW FIRM, PC**
9811 Irvine Center Drive, Suite 100
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Attorneys for Plaintiffs
16 **NELY RIOS ESCOBAR, SOK CHUNG,**
17 **AND THE PUTATIVE CLASSES**

18 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
19 electronic service provider First Legal to the person(s) identified above at the email address(es)
20 indicated and did not, within a reasonable time after transmission, receive any message or
21 communication indicating that delivery failed or that any other error had occurred which would
22 delay or caused failure in transmission and delivery of the document and/or any attachments
23 thereto.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct.

26 Executed on August 11, 2026, at Los Angeles, California.

27 /s/ Carlos Garcia
28 Carlos Garcia