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8 As an individual and on behalf of all others
similarly situated

9 (Additional counsel listed on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN BERNARDINO**

12 CHRISTOPHER WILLIAMS; NANCY
13 ASAAD; ENRIQUE GARCIA; DIEGO
14 MARTINEZ; ANDREW ROMERO; and
JUSTIN D. MAUL, individually and on
behalf of all others similarly situated,

15 Plaintiffs,

16 v.

17 BLUETRITON BRANDS, INC., a
18 Delaware Corporation; and DOES 1-100,
19 inclusive,

20 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 16 2025

BY 
JESSICA GARZA, DEPUTY

Case No. CIVSB2325920

Assigned for all purposes to:
Hon. Joseph T. Ortiz, Dept. S17

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS, AND
JUDGMENT**

Date: December 16, 2025
Time 1:30 p.m.
Dept. S17

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1 The Court, having read the papers filed with regard to Plaintiffs' motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument
3 on the motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement"),
7 attached as Exhibit 1 to the Declaration of Chad Saunders, filed on May 20, 2025, is the product of
8 arms-length negotiations between the parties and the terms of the Settlement Agreement are fair,
9 reasonable, adequate, and in the best interests of the Settlement Class. The Settlement Agreement
10 therefore is finally approved, and its terms incorporated herein. The Court orders the parties to the
11 Settlement Agreement to perform forthwith their respective duties and obligations thereunder.

12 3. The Settlement Class, which was provisionally certified by the Court in its July 14,
13 2025 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
14 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all current
15 and former non-exempt employees that worked for Defendant Bluetriton Brands, Inc.
16 ("Bluetriton" or "Defendant") at any location in California during the Class Period of January 11,
17 2022 through March 22, 2025.

18 4. The Court adjudges all Participating Class Members, on behalf of themselves and
19 their respective former and present representatives, agents, attorneys, heirs, administrators,
20 successors, and assigns, release the Released Parties from all claims that were alleged, or
21 reasonably could have been alleged, based on the facts stated in the Operative Complaint,
22 including, (1) failure to pay minimum wages and liquidated damages thereon; (2) failure to pay
23 overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to
24 provide rest periods or compensation in lieu thereof; (5) failure to provide accurate, itemized wage
25 statements; (6) failure to reimburse business expenses; (7) failure to timely pay all wages owed
26 upon termination of employment during the Class Period; (8) failure to timely pay all wages owed
27 during employment; and (9) unfair competition. Participating Class Members' only release these
28 claims for the duration of the Class Period. Except as set forth in Section 5.3 of the Settlement

1 Agreement, Participating Class Members do not release any other claims, including claims for
2 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
3 unemployment insurance, disability, social security, workers' compensation, or claims based on
4 facts occurring outside the Class Period.

5 5. The Court further adjudges all Aggrieved Employees are deemed to release, on
6 behalf of themselves and their respective former and present representatives, agents, attorneys,
7 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
8 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
9 Operative Complaint and the PAGA Notice, including, (1) failure to pay minimum wages and
10 liquidated damages thereon; (2) failure to pay overtime wages; (3) failure to provide meal periods
11 or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof;
12 (5) failure to provide accurate, itemized wage statements; (6) failure to reimburse business
13 expenses; (7) failure to timely pay all wages owed upon termination of employment during the
14 Class Period; (8) failure to timely pay all wages owed during employment; and (9) failure to keep
15 accurate records during the PAGA Period. Aggrieved Employees only release these claims for the
16 duration of the PAGA Period.

17 6. Under the Settlement Agreement, Defendant agrees to pay the Gross Settlement
18 Amount of \$1,625,000. The Settlement Administrator is ordered to distribute to the participating
19 Class Members their respective individual settlement payments from the Net Settlement Amount
20 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
21 the check void date shall be forwarded to the California State Controller's Unclaimed Property
22 Fund. No funds shall revert to Defendant.

23 7. The Court further orders that the Class Members be provided with notice of this
24 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
25 copy of this Order and Judgment on its website.

26 8. The Court approves an award of attorney's fees to Class Counsel Crosner Legal,
27 PC, Torus LLP, Lavi & Ebrahimian, and Voskanyan Law Firm, PC, in the amount of \$541,666.67,
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1 and an award of costs and expenses in the amount of \$33,468.29. Such amounts shall be paid as
2 provided in the Settlement Agreement and according to Class Counsels' fee sharing agreement.

3 9. The Court approves service payments to plaintiffs and Class Representatives
4 Christopher Williams, Nancy Asaad, Enrique Garcia, Diego Martinez, Andrew Romero, and
5 Justin D. Maul in the amount of \$10,000.00 each, and the Settlement Administrator is ordered to
6 make such payment consistent with the terms of the Settlement Agreement.

7 10. The Settlement Agreement provides the Settlement Administrator, Phoenix
8 Settlement Administrators, shall be paid from the Gross Settlement Amount and as set forth in the
9 Declaration of Kevin Lee, the Settlement Administrator is owed \$16,750.00 for services rendered
10 and to be rendered in administering the settlement. The Court therefore orders that Phoenix be
11 paid the amount of \$16,750.00 from the Gross Settlement Amount consistent with the terms of the
12 Settlement Agreement.

13 11. A compliance hearing is set for December ¹⁰~~15~~, 2026, at ^{8:30 AM}~~1:30 p.m.~~, in Department S-
14 17 of the San Bernardino County Superior Court. The parties are ordered to file a joint
15 compliance report no later than ten (10) calendar days before the compliance hearing.

16 12. Under California Rule of Court 3.769(h), without affecting the finality of this Order
17 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
18 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
19 contemplated becomes effective and each and every act agreed to be performed by the parties has
20 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
21 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
22 construction, and interpretation of the Settlement Agreement.

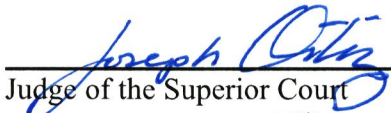
23 13. Neither this Order and Judgment nor the Settlement Agreement upon which it is
24 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
25 This Order is not a finding of the validity or invalidity of any claims in this action or a
26 determination of any wrongdoing by any party. The final approval of the parties' settlement will
27 not constitute any opinion, position or determination of this Court as to the merits of the claims or
28 defenses of any party.

1 14. Judgment is hereby entered as follows: Plaintiffs Christopher Williams, Nancy
2 Asaad, Enrique Garcia, Diego Martinez, Andrew Romero, and Justin D. Maul and the
3 Participating Class Members, consisting of all current and former non-exempt employees that
4 worked for Defendant at any location in California during the Class Period of January 11, 2022
5 through March 22, 2025, who have not otherwise opted out, shall take nothing from Bluetriton,
6 except as set forth in the Settlement Agreement.

7 15. The Court shall retain jurisdiction over the parties to interpret, implement and
8 enforce this Judgment.

9 **IT IS SO ORDERED AND ADJUDGED.**

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12 Dated: Dec. 16, 2025



Judge of the Superior Court
JOSEPH T. ORTIZ