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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN JOAQUIN**

13 **JESUS ANDRADE, MICHAEL**
14 **HERNANDEZ, individually, on behalf of**
15 **themselves, all others similarly situated, and the**
general public,

16 Plaintiffs,

17 v.

18 **MMM CONSUMER BRANDS, INC., a**
19 **Delaware Corporation; and DOES 1-100,**
20 **inclusive.**

21 Defendants.

CASE NO.: STK-CV-UOE-2023-9352

Assigned to the Hon. Blanca Banuelos
BB

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGEMENT**

HEARING INFO

Date: November 19, 2025

Time: 9:00 a.m.

Dept.: 10B

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15 Attorneys for Plaintiffs and the Settlement Class
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1 This matter having come for hearing on November 19, 2025, regarding the unopposed Motion
2 for Final Approval of Class Action Settlement on the terms set forth in the Class Action and PAGA
3 Settlement Agreement (the "Settlement"). In conformity with California Rules of Court, rule 3.769,
4 with due and adequate notice having been given to Class Members (as defined in the Settlement), and
5 having considered the Settlement, all of the legal authorities and documents submitted in support
6 thereof, all papers filed and proceedings had herein, all oral and written comments received regarding
7 the Settlement, and having reviewed the record in this litigation, and good cause appearing, the Court
8 **GRANTS** final approval of the Settlement and orders and makes the following findings and
9 determinations and enters final judgment as follows:

10 1. All terms used in this order shall have the same meaning as those terms are used and/or
11 defined in the parties' Settlement Agreement and Plaintiffs' Motion for Final Approval of Class
12 Action Settlement. A copy of the Settlement is attached to the Declaration of Mehrdad Bokhour in
13 Support of Plaintiffs' Motion for Final Approval of Class Action and is made a part of this order.

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
15 jurisdiction to approve this Settlement, and all exhibits thereto.

16 3. For settlement purposes only, the Court hereby finally certifies the Settlement Class,
17 as defined in the Settlement Agreement, consisting of: All individuals who are or were employed by
18 Defendant in California as non-exempt, hourly employees at any time between August 30, 2019, and
19 September 30, 2024.

20 4. For settlement purposes only, the Court further finds that Plaintiffs also represent a
21 group of PAGA Members on behalf of the State of California pursuant to the California Labor Code
22 Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698–2699.5, consisting of:
23 All individuals who are or were employed by Defendant in California as non-exempt, hourly
24 employees at any time between August 25, 2022 to September 30, 2025.

25 5. The Court deems this definition sufficient for the purpose of Rule 3.765(a) of the
26 California Rules of Court, and solely for the purpose of effectuating the Settlement.

27 6. The Court finds that an ascertainable class of class members exists and a well-defined
28 community of interest exists on the questions of law and fact involved because in the context of the

1 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the
2 Plaintiffs is typical of claims of the Class Members; and (iii) in negotiating, entering into and
3 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented
4 and protected the interest of the Class Members.

5 7. The Court is satisfied that ILYM Group, inc., which was appointed as the Settlement
6 Administrator, completed the distribution of Class Notice to the Class in a manner that complies with
7 California Rule of Court 3.766. The Class Notice informed prospective Class Members of the
8 Settlement terms, their rights under the settlement and receive their settlement share, their rights to
9 submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights
10 to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
11 Settlement. Sufficient period of time to respond and to act was provided by each of these procedures.
12 No Class Members filed a written objection to the Settlement as part of this notice process, no Class
13 Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing,
14 and only two Class Members submitted a request for exclusion.

15 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
16 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
17 compliant with all applicable requirements of the California Code of Civil Procedure, the California
18 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
19 and any other applicable law, and in the best interests of each of the Parties and Class Members.

20 9. The Court directs the Parties to effectuate the Settlement Agreement according to its
21 terms and declares the Settlement Agreement to be binding on all 199 Participating Class Members.

22 10. The Court finds that the Settlement Agreement has been reached as a result of
23 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
24 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
25 their respective positions.

26 11. The Court also finds that the Settlement now will avoid additional and potentially
27 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
28 case. Additionally, after considering the monetary recovery provided as part of the Settlement in

1 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured
2 significant relief for Class Members.

3 12. The Settlement Agreement is not an admission by Defendant, nor is this order a
4 finding of the validity of any allegations or any wrongdoing by Defendant.

5 13. The Court appoints Plaintiffs Jesus Andrade and Michael Hernandez as Class
6 Representatives and finds them to be adequate.

7 14. The Court appoints Joshua Falakassa of Falakassa Law, P.C., Mehrdad Bokhour of
8 Bokhour Law Group, P.C., Michael H. Boyamian of Boyamian Law, Inc., and Alex Hartounian of
9 Hartounian Law Firm, P.C. as Class Counsel and finds each of them to be adequate, experienced, and
10 well-versed in class action litigation.

11 15. The terms of the Settlement Agreement, including the Gross Settlement Amount of
12 \$650,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
13 each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
14 Agreement, subject to this order.

15 16. The Court approves the following allocations, which fall within the ranges stipulated
16 by and through the Settlement Agreement:

17 A. The Court awards \$5,650.00 to ILYM Group, Inc., the Settlement
18 Administrator, and finds this amount to be fair and reasonable. The Court
19 grants final approval of it and orders the Settlement Administrator to be paid
20 this amount in accordance with the Agreement.

21 B. The Court awards \$216,666.67 to Class Counsel as attorneys' fees and finds
22 this amount to be fair and reasonable in light of the benefit obtained for the
23 Class. The Court grants final approval of, awards, and orders the Class
24 Counsel fees' payment to be made in accordance with the Settlement
25 Agreement. The fees will be allocated between Class Counsel as follows:
26 37.5% to the Bokhour Law Group, P.C., 37.5% to the Falakassa Law, P.C.,
27 and 25% to Boyamian Law, Inc. and Hartounian Law, P.C.

28 C. The Court awards \$20,302.19 to Class Counsel in litigation costs (\$16,864.61

1 to Bokhour Law Group, P.C. and \$3,437.58 to Boyamian Law, Inc.), an
2 amount which the Court finds to be reflective of the reasonable costs incurred.
3 The Court grants final approval of and orders the Class Counsel litigation
4 expenses payment in this amount to be made in accordance with the
5 Settlement Agreement.

6 D. The Court awards \$10,000 to each class representative as payment requested
7 by Plaintiffs and finds these amounts to be fair and reasonable. The Court
8 grants final approval of and orders the class representative payment to be
9 made in accordance with the Settlement Agreement.

10 E. The Court approves the \$10,000 allocation for penalties under the Labor Code
11 Private Attorneys General Act of 2004 and orders 75% thereof (i.e., \$7,500)
12 to be paid to the California Labor and Workforce Development Agency in
13 accordance with the terms of the Settlement Agreement and the remainder to
14 the Class.

15 17. The Court orders the Parties to comply with and carry out all terms and provisions of
16 the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the
17 provisions of this order shall take precedence and supersede the Settlement.

18 18. Nothing in the Settlement or this order purports to extinguish or waive Defendants'
19 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
20 in this case if the Settlement fails to become final or effective, or in any other case without limitation.

21 19. The Settlement shall bind all 199 Participating Class Members and this order,
22 including the release of claims as set forth in the Settlement Agreement.

23 20. The Parties shall bear their own respective attorneys' fees and costs except as
24 otherwise provided in this order and the Settlement Agreement.

25 21. All checks mailed to the Class Members must be cashed within one hundred and eighty
26 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
27 Settlement Administrator shall transmit the uncashed checks to the California Controller's Unclaimed
28 Property Fund in the name of the Class Member.

1 22. Within 10 days of this order, the Settlement Administrator shall give notice of
2 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
3 posting a copy of this order and final judgment on its website.

4 23. The Court retains continuing jurisdiction over the Action and the Settlement, including
5 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of
6 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
7 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

8 24. This final judgment is intended to be a final disposition of the above-captioned action
9 in its entirety and is intended to be immediately appealable. This final judgment resolves and
10 extinguishes all claims released by the Settlement Agreement against Defendants and the Released
11 Parties as set forth in the Agreement.

12
13 **JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.**

14
15 DATED: 11/19, 2025


16 HONORABLE BLANCA BANUELOS

17 A non-appearance compliance hearing for
18 December 9, 2026 at 9:00 am in Dept. 10B.
19 Five court days before the hearing a certificate
20 is to be filed with update of settlement
21 administration.
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