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IREANNA MEJICANOS on behalf of
12 herself, all aggrieved employees, and the State
of California as a Private Attorneys General

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**
16

17 IREANNA MEJICANOS, an individual, on)
18 behalf of herself, all aggrieved employees, and)
19 the State of California as a Private Attorneys)
General,)

20 Plaintiff,

21 vs.

22 ADVANTAGE SALES & MARKETING,
23 LLC, a California limited liability company,
24 and DOES 1-50, inclusive,

25 Defendant.
26
27
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Case No.: 24STCV06439

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA
REPRESENTATIVE ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

FILED
Superior Court of California
County of Los Angeles

01/09/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Ortiz Deputy

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[PROPOSED] ORDER AND JUDGMENT

The Court has received and considered the PAGA Settlement Agreement (“Settlement Agreement”) entered into between Plaintiff IREANNA MEJICANOS, an individual, on behalf of the State of California as a private attorney general under the California Labor Code Private Attorneys General Act (“PAGA”), and the Defendant ADVANTAGE SALES & MARKETING LLC, (“Defendant”).

The Court having considered all papers filed and proceedings herein and otherwise being fully informed, and having made this Judgment which constitutes a final adjudication of this matter on the merits, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall have the same meaning as given in the Settlement Agreement.

2. The California Labor Workforce and Development Agency (“LWDA”) has been provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2), (1)(4). In particular, on the date Plaintiff filed the stipulation seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the Settlement including a copy of the Settlement Agreement. Plaintiff’s notice of the Settlement to the LWDA complied with the notice requirements of PAGA.

3. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as “PAGA Members;”

All current and former hourly, non-exempt employees of Defendant who held the position of Special Retail Sales, Retail Sales Merchandiser, and like positions at any time from January 9, 2023, to March 31, 2025.

4. The Court has jurisdiction over the subject matter of this litigation, over all PAGA Members, and over those persons undertaking affirmative obligations under the Settlement.

1 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
2 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

3 6. The Court approves the Notice of Settlement (Exhibit A to the Settlement
4 Agreement) to be mailed to PAGA Members.

5 7. The Court finds that each PAGA Member, in accordance with the Settlement
6 Agreement, releases the following “Released PAGA Claims” against Defendant and the other
7 Released Parties, as follows:

8 In consideration for their awarded portions of the Settlement Share, as
9 of the date the Settlement becomes Final and is fully funded as set
10 forth in Paragraph 4.3, the State of California, the LWDA, and all
11 PAGA Members are deemed to release, on behalf of themselves and
12 their respective former and present representatives, agents, attorneys,
13 heirs, administrators, successors, and assigns, the Released Parties
14 from all “Released PAGA Claims.” “Released PAGA Claims” means
15 all PAGA claims alleged or that could have reasonably been alleged
16 arising out of the facts in the Operative Complaint and the LWDA
17 Notice pursuant to PAGA that, occurred during the PAGA Period
18 including claims for: (1) failing to pay for all hours worked, including
19 overtime worked; (2) failing to pay wages due upon termination; (3)
20 failing to provide rest breaks; (4) failing to provide meal breaks; (5)
21 failing to reimburse for required expenses; (6) failing to provide
22 accurate itemized wage statements, (7) failure to pay all wages owed
twice per month, (8) failure to pay minimum wages, and (9) failure to
maintain required records. This release includes, but is not limited to,
claims for PAGA civil penalties premised on California Labor Code
sections 201, 202, 203, 204 *et seq.*, 210, 218, 226, 226(a), 226.3,
226.7, 227.3, 256, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198,
1199, 2698 *et seq.*, 2699 *et seq.*, 2699.3, and 2802 (the “Released
PAGA Claims”).

23 8. The Gross Settlement Amount of \$325,000, and the methodology used to calculate
24 the Settlement Shares in accordance with the Settlement is approved.

25 9. The Court approves the PAGA Representative Payment to named Plaintiff
26 IREANNA MEJICANOS in the amount of \$10,000 as a representative service award for her
27 services and in consideration for the execution of a general releases as to Defendant, in addition to
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1 any payment she may otherwise receive as a PAGA Member pursuant to the settlement.

2 10. The Court approves Atticus Administration, LLC, to act as the Settlement
3 Administrator. The Court awards the Settlement Administrator in this Action its actual fees and
4 costs in accordance with the terms of the Settlement Agreement, not to exceed \$5,300.

5 11. The Court approves Koul Law Firm, APC, and Majarian Law Group, APC, as PAGA
6 Counsel.

7 12. The Court awards PAGA Class Counsel attorneys' fees in the amount of \$108,322.50
8 and actual litigation costs of \$20,841.80, both of which the Court finds to be fair and reasonable.
9 The Court authorizes the Settlement Administrator to make these payments in accordance with the
10 terms of the Settlement Agreement.

11 13. The Court authorizes the Settlement Administrator to calculate and pay the
12 Settlement Shares payable to PAGA Members in accordance with the terms of the Settlement
13 Agreement.

14 14. The Court finds that LWDA Payment of \$135,401.78 as its share of the settlement
15 of civil penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay
16 the LWDA Payment, in accordance with the terms of the Settlement Agreement.

17 15. Checks for Settlement Shares sent to PAGA Members shall be valid for 180 days
18 after issuance. Checks shall prominently state the date when the checks will be voided. For any
19 PAGA Member whose check is uncashed and cancelled after the void date, the Settlement
20 Administrator shall transmit the funds to the *cy pres* recipient designated by the Parties: Kids In
21 Need of Defense.

22 16. The Court retains exclusive and continuing jurisdiction over this Action for purposes
23 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
24 as well as the Settlement.

25 17. The Settlement and this resulting Order and Judgment represent a compromise of
26 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as an
27 admission or concession by any party.

28 18. Upon completion of the Settlement, the Settlement Administrator will provide

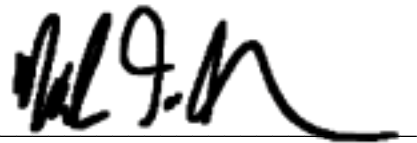
1 written certification of the completion to the Court and counsel for the Parties which shall be filed
2 with the Court within 30 days after completion of the Settlement.

3 19. Upon completion of the Settlement, the Parties will submit an amended [proposed]
4 order and judgment setting forth the amount payable to the *cy pres* recipient.

5 20. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of
6 the date of this Order.

7
8 **IT IS SO ORDERED:**

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10 DATED: 01/09/2026



Honorable Nicholas F. Daum
Judge of the Superior Court

PROOF OF SERVICE

Case No. 24STCV06439

Mejicanos v. Advantage Sales & Marketing, LLC

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205

On January 6, 2026, I served the foregoing document described as:

[PROPOSED] ORDER GRANTING APPROVAL OF PAGA REPRESENTATIVE ACTION SETTLEMENT AND ENTERING JUDGMENT

 X **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Chris Jalian, Esq.
Aja Nunn, Esq.
PAUL HASTINGS LLP
515 S. Flower Street, 25th Floor
Los Angeles, CA 90071
chrisjalian@paulhastings.com
ajanunn@paulhastings.com
rosemarysoliz@paulhastings.com

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

Executed on January 6, 2026, in Glendale, California.



NADIA CHAVEZ