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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

AUG 17 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

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

RIGOBERTO HERNANDEZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

MMLW, LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01400837-CU-OE-CXC
[Related Case No.: 30-2024-01414088-CU-
OE-CXC]

*Assigned for all purposes to:
Hon. David A. Hoffer, Dept. CX-103*

**REVISED [~~PROPOSED~~] JUDGMENT
AND ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Final Approval Hearing:

Date: August 3, 2026

Time: 1:30 p.m.

Dept.: CX-103

Action Filed: May 20, 2024

1 Plaintiff Rigoberto Hernandez's ("Plaintiff") Motion for Final Approval of Class Action and
2 PAGA Settlement came before this Court on August 3, 2026, at 1:30 p.m., in Department CX-103
3 of the Superior Court of California, County of Orange, located at 751 West Santa Ana Boulevard,
4 Santa Ana, California 92701. Plaintiff now seeks an order granting final approval of the Settlement
5 Agreement ("Settlement" or "Settlement Agreement") between Plaintiff and Defendant MMLW,
6 LLC ("Defendant") (Plaintiff and Defendant collectively, the "Parties"), a copy of which is attached
7 to the Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of
8 Class Action and PAGA Settlement as **Exhibit 1**. On March 25, 2026 this Court issued an Order
9 Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement
10 ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class
11 Members have been given notice of the terms of the Settlement and the opportunity to comment on
12 or object to it or to exclude themselves from its provisions.

13 Having received and considered the Settlement Agreement, the supporting papers filed by
14 the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
15 of Class Action and PAGA Settlement granted on March 25, 2026, and the instant Motion for Final
16 Approval of Class Action and PAGA Settlement and supporting papers, as well as oral argument
17 presented to the Court, the Court grants final approval of the Settlement and HEREBY ORDERS
18 AND MAKES THE FOLLOWING DETERMINATIONS:

19 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
20 including all Settlement Class Members.

21 2. The Court finds that the Class, as defined below, is properly certified as a class for
22 settlement purposes only:

23 all current and former hourly-paid, non-exempt employees of Defendant in
24 California during the Class Period.

25 3. "Class Period" means the period from May 20, 2020, to May 13, 2025.

26 4. The Court appoints Plaintiff Rigoberto Hernandez as Class Representative for
27 settlement purposes only.

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1 5. The Court appoints John G. Yslas, Eugene Zinovyev, John Brown, Gabriella Solé,
2 and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

3 6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class
4 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
5 their right to receive a settlement share, their right to comment on or object to the Settlement or to
6 opt out of the Settlement and pursue their own remedies, and their right to appear in person or by
7 counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate
8 periods of time were provided by each of these procedures.

9 7. No Class Members objected to the Settlement.

10 8. No Class Members requested exclusion from the Settlement.

11 9. The Court finds and determines that this notice procedure afforded adequate
12 protections to Class Members and provides the basis for the Court to make an informed decision
13 regarding approval of the Settlement based on the responses of Class Members. The Court finds and
14 determines that the notice provided in this case was the best notice practicable, which satisfied the
15 requirements of law and due process.

16 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
17 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
18 requirements for final approval of this class action settlement under California law, including the
19 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
20 3.769.

21 11. Class Members who have not opted out will be bound by the Settlement, except
22 Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a
23 portion of the amount set aside for their share of the settlement of civil penalties, regardless of
24 whether they opt out of the Settlement.

25 12. The Court finds that Plaintiff notified the Labor and Workforce Development Agency
26 ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code
27 § 2699(s).

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1 13. Within 10 days of the Effective Date, the Settlement Administrator shall establish a
2 Settlement Account and notify the Parties when the Settlement Account has been established. The
3 Settlement Administrator shall also provide Defendant with an itemized statement for the total
4 amount to be deposited into the Settlement Account, which shall equal the Maximum Settlement
5 Amount ("Settlement Account Deposit").

6 14. Within 10 days after receiving notification of the Settlement Account and statement
7 for the Settlement Account Deposit, Defendant shall pay into the Settlement Account an amount
8 equal to the Settlement Account Deposit.

9 15. Within 14 days after its receipt of the Settlement Account Deposit from Defendant,
10 the Administrator shall (i) pay each Participating Class Member his/her/their Settlement Share from
11 the Settlement Account by sending a check via U.S. Mail in the appropriate amount after
12 withholdings to the Participating Class Member at the address indicated in the Class Member's Data;
13 and (ii) pay each Aggrieved Employee his/her/their PAGA Payment Share from the Settlement
14 Amount by sending a check via U.S. Mail in the appropriate amount to the Aggrieved Employee at
15 the address indicated in the Aggrieved Employee's Data.

16 The Settlement Administrator shall also make the following payments out of the Maximum
17 Settlement Amount as follows: the Class Representative Payment to Plaintiff; the Class Counsel
18 Fees Payment; the LWDA Payment; and the Settlement Administrator Payment.

19 16. The "Effective Date" is defined as the first business day following the last of the
20 following occurrences: (i) if no Class Member both objects and also files either a timely motion to
21 intervene and/or timely motion to vacate the judgment, then sixty (60) days following the date the
22 Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member both objects
23 and either files a timely motion to intervene or timely motion to vacate the judgment, then sixty-one
24 (61) days following the date the Court enters an order granting final approval, assuming no appeal is
25 filed; or (iii) if a Class Member both objects and also files a timely motion to intervene or files a
26 motion to vacate the Judgment and also files a timely appeal, then the date of final resolution of that
27 appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final and
28 complete judicial approval of the Settlement in its entirety, with no further challenge to the

1 Settlement being possible. The occurrence of the Effective Date is a prerequisite to any obligation of
2 Defendant to pay any funds into the Settlement Account.

3 17. In addition to any recovery Plaintiff may receive under the Settlement, and in
4 recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves
5 payment from the Maximum Settlement Amount of a Class Representative Payment to Plaintiff
6 Rigoberto Hernandez in the amount of \$5,000.00.

7 18. The Court approves payment from the Maximum Settlement Amount for civil
8 penalties under PAGA in the amount of \$15,000.00 with the LWDA to receive 75% (\$11,250.00),
9 and the remaining 25% (\$3,750.00) to be distributed to the PAGA Group, defined as all current and
10 former hourly-paid, non-exempt employees of Defendant in California during the PAGA Period from
11 May 20, 2023 to May 13, 2025. The Court finds and determines that such payment is fair, reasonable,
12 and appropriate.

13 19. The Court approves payment from the Maximum Settlement Amount for attorneys'
14 fees to Class Counsel in the amount of \$99,375.00, and the reimbursement of litigation costs in the
15 amount \$19,120.53. Both are reasonable amounts. The reasonableness of the fee award is determined
16 based on a reasonable percentage of the common fund obtained for the Class. The Court also has
17 considered the "lodestar amount." Awarding fees on a percentage basis encourages efficient
18 litigation practices and reflects the actual benefit obtained for the Class.

19 20. The Court approves payment from the Maximum Settlement Amount for settlement
20 administration services in the amount of \$8,200.00 to the Settlement Administrator, Phoenix
21 Settlement Administrators.

22 21. Individual Settlement Payments checks will be valid for 180 days after mailing by the
23 Settlement Administrator. If a Class Member fails to cash the check for his/her/their Individual
24 Settlement Payment within 180 days after it is mailed to him/her/them, the Settlement Administrator
25 will distribute the funds represented by the check to the California State Controller's Office,
26 Unclaimed Property Division, in the name of the Class Member.

27 22. Released Class Claims: "Upon funding of the Settlement, each Participating Class
28 Member, and without the need to manually sign a release document, shall release the Released Parties

1 from all causes of Action and claims that were alleged in the Action or reasonably could have been
2 alleged based on the facts and legal theories contained in the Action, including all of the following
3 claims for relief: (i) failure to pay all minimum, regular rate, straight time, overtime, and double time
4 wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide
5 compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest
6 breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code
7 §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226);
8 (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203);
9 (vii) failure to reimburse necessary business expenditures (Cal. Lab. Code §§ 2800 & 2802); (viii)
10 unfair business practices that could have been premised on the claims, causes of Action or legal
11 theories of relief described above or any of the claims, causes of Action or legal theories of relief
12 pleaded in the operative complaint (Cal. Bus. & Prof. Code § 17200, *et seq.*); (ix) any claim for costs
13 and attorneys' fees and expenses; and (x) any claim arising from the claims described above under
14 applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders
15 (collectively, the "Released Claims"). Participating Class Members who cash their checks are
16 deemed to have waived all Released Claims inclusive of claims under the Fair Labor Standards Act.
17 Participating Class Members who do not cash their checks shall be deemed to waive all Released
18 Claims except for a claim under the Fair Labor Standards Act. Released Claims for Class Members
19 who worked for Defendant in California during the Class Period shall have their claims released
20 during the Class Period."

21 23. PAGA Group Released Claims: "Upon funding of the Settlement, the State of
22 California and each Aggrieved Employee, and without the need to manually sign a release document,
23 shall release the Released Parties for claims for civil penalties pursuant to PAGA based upon all
24 causes of Action and claims that were alleged in the Action or reasonably could have been alleged
25 based on the facts and legal theories contained in the Action and/or the LWDA Exhaustion Letter
26 including all of the following claims for relief: (i) failure to pay all minimum, regular rate, straight
27 time, overtime, and double time wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1,
28 & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure

1 to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during
2 employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage
3 statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or
4 resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain accurate records (Cal. Lab. Code
5 §§ 1174(d) & 1174.5); (viii) failure to reimburse necessary business expenditures (Cal. Lab. Code
6 §§ 2800 & 2802); (ix) all claims under the California Labor Code Private Attorneys General Act of
7 2004 that could have been premised on the claims, causes of Action or legal theories described above
8 or any of the claims, causes of Action or legal theories of relief pleaded in the Action; (x) any claim
9 for costs and attorneys' fees and expenses; and (xi) any claim arising from the claims described
10 above under applicable federal, state, local or territorial law as well as applicable regulations and
11 Wage Orders (collectively, the "PAGA Released Claims"). PAGA Released Claims for PAGA
12 Group who worked for Defendant in California during the PAGA Period shall have their claims
13 released during the PAGA Period."

14 24. "Released Parties" means Defendant and its past, present and/or future, direct and/or
15 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
16 including but not limited to O'Hagan Meyer, insurers, partners, investors, shareholders,
17 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
18 assigns, and joint venturers.

19 25. The Parties and Settlement Administrator are hereby ordered to comply with the terms
20 of the Settlement.

21 26. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs
22 except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval
23 of Class Action and PAGA Settlement.

24 27. Without affecting the finality of this order in any way, pursuant to California Code of
25 Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
26 interpretation, administration, implementation, effectuation, and enforcement of this order and the
27 Settlement.

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1 28. The Court hereby enters final judgment in accordance with the terms of the
2 Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and
3 PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action
4 and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and
5 the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
6 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
7 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

8 29. A Final Accounting Hearing is set for August 23, 2027, at 1:30 p.m. in Department
9 CX-103 of the above-captioned Court.

10 30. At least sixteen (16) calendar days before the hearing, Class Counsel and the
11 Settlement Administrator shall submit a summary accounting of the distribution of the settlement
12 funds to Class Members and Aggrieved Employees, identifying the distributions made pursuant to
13 this Order and Judgment, and identifying the number and value of any uncashed checks, and the
14 status of any unresolved issues.

15 31. Notice of the Judgment shall be given to the Class by being posted on the
16 Administrator's website.

17 **IT IS SO ORDERED.**

18
19 Dated: _____

8/17/26



HONORABLE DAVID A. HOFFER
JUDGE OF THE SUPERIOR COURT