

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

APR 02 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

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

JENNY YANG, as an individual, on behalf  
of herself and all others similarly situated,

Plaintiff,

v.

BRANDREP, LLC, and DOES, 1 through 50,  
inclusive,

Defendants.

Case No.: 30-2024-01415295-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:  
HON. WILLIAM CLASTER

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

Date: March 27, 2026

Time: 9:00 a.m.

Dept: CX101

1 **[PROPOSED] ORDER**

2 WHEREAS, this matter has come before the Court for hearing on March 27,  
3 2026, pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of Class  
4 Action and PAGA Settlement dated October 16, 2025, for final approval of the Settlement  
5 between Plaintiff Jenny Yang ("Plaintiff") and Defendant BRANDREP, LLC ("Defendant")  
6 (collectively referred to as "the Parties") as set forth in the Class Action and PAGA Settlement  
7 Agreement ("Settlement" or "Settlement Agreement") attached hereto as **Exhibit A**, and the  
8 Court having considered all papers filed and the proceedings had and otherwise being fully  
9 informed.

10 **THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND**  
11 **ORDERS:**

12 1. This Order incorporates by reference the definitions in the Settlement Agreement,  
13 and all terms defined therein shall have the same meaning in this Order as set forth in the  
14 Settlement Agreement. A copy of the Settlement Agreement is attached hereto as **Exhibit A**.

15 2. This Court has jurisdiction over the subject matter of this litigation and over all  
16 Parties to this litigation, including Plaintiff Jenny Yang and all 152 "Class Members".

17 3. Pursuant to the Preliminary Approval Order, the appointed Settlement  
18 Administrator, ILYM Group, Inc. ("Settlement Administrator"), implemented a comprehensive  
19 notice program. The Settlement Administrator received the Class Data on November 24, 2025,  
20 and mailed the Court-Approved Notice of Class Action Settlement and Hearing Date for Final  
21 Court Approval ("Notice Packet"), in English and Spanish, to all 152 "Class Members" by First-  
22 Class U.S. Mail on December 8, 2025. The Notice Packet fairly and adequately informed Class  
23 Members of the terms of the proposed Settlement, their rights and options, and the benefits  
24 available to them thereunder. Prior to the mailing, the Settlement Administrator processed all  
25 addresses through the National Change of Address database. Of the 21 Notice Packets returned  
26 as undeliverable, the Settlement Administrator performed skip-trace searches and successfully  
27 re-mailed 15 packets to updated addresses, with 6 notices remaining undeliverable.



1 non-wage amounts (reported on IRS Form 1099). Defendant shall separately pay all employer  
2 payroll taxes owed on the wage portion.

3 8. For purposes of this Final Approval Order and this Settlement only, the Court  
4 hereby confirms the appointment of Jenny Yang as the Class Representative for the 152 Settlement  
5 Class Members. The Court finally approves and awards the Class Representative Service Payment  
6 to Plaintiff, as fair and reasonable, in the amount of five thousand dollars (\$5,000.00). The Court  
7 hereby orders the Settlement Administrator to distribute the Class Representative Service Payment  
8 to Plaintiff in accordance with the provisions of the Settlement Agreement.

9 9. The Court hereby approves payment to the Labor and Workforce Development  
10 Agency in the amount of \$7,500, per the parties' PAGA allocation. The Court hereby approves  
11 the PAGA Allocation of ten thousand dollars (\$10,000.00) from the Gross Settlement Amount as  
12 penalties payable pursuant to the Private Attorneys General Act (Labor Code § 2699 et seq.).

13 10. For purposes of this Final Approval Order and this Settlement only, the Court  
14 hereby confirms the appointment of Amir H. Seyedfarshi of Employment Rights Lawyers, APC  
15 as Class Counsel for the Settlement Class Members. The Court hereby finally approves and  
16 awards attorney fees in the amount of Forty-Five Thousand dollars and Zero cents (\$45,000.00),  
17 representing exactly 30.00% of the Gross Settlement Amount of \$150,000.00.

18 11. Further, the Court approves litigation costs in the amount of Thirteen Thousand  
19 One Hundred Twenty-Six Dollars and Forty-Nine Cents (\$13,126.49). Class Counsel's receipt of  
20 the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall fully  
21 satisfy all fees and litigation costs incurred by Class Counsel in representing Plaintiff and Class  
22 Members in the Action. The Court hereby orders the Settlement Administrator to distribute the  
23 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel  
24 in accordance with the Settlement Agreement.

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1           12. For purposes of this Final Approval Order and this Settlement only, the Court  
2 hereby confirms the appointment of ILYM Class Action Administration Group, Inc. ("ILYM"),  
3 as the Settlement Administrator to administer the Settlement of this matter as more specifically  
4 set forth in the Settlement Agreement.

5           13. For purposes of this Final Approval Order and this Settlement only, the Court  
6 hereby approves administration costs in the amount of \$7,950.00, per the administrator's  
7 declaration.

8           14. As of the Response Deadline of February 6, 2026, all Settlement Class Members  
9 who did not submit a timely and valid Request for Exclusion shall be deemed to have released  
10 the Released Parties from all Released Class Claims. All 152 Settlement Class Members are  
11 Participating Class Members, as there was no Requests for Exclusion submitted.

12           15. The "Released Parties" means Defendant BRANDREP, LLC, and its past,  
13 present, and future owners, officers, directors, members, managers, management and executive-  
14 level employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries,  
15 affiliates, successors, and assigns. The "Released Class Claims" are defined as ~~as~~ *in the*  
*Settlement Agreement.*  
~~16 Claims alleged in the Operative Complaint that arose during the Class Period, and that  
17 could have been pled or alleged based upon the allegations, facts, legal theories or causes  
18 of action set forth in the Operative Complaint including claims under Labor Code sections  
19 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1174.5,  
20 1194, 1194.2, 1197, and 1198, as well as applicable IWC Wage Orders, including sections  
21 3, 11, and 12 (the "Released Claims"), except Participating Class Members do not release  
22 any other claims, including claims for vested benefits, wrongful termination, violation of  
23 the Fair Employment and Housing Act, unemployment insurance, disability, social  
24 security, workers' compensation, or claims based on facts occurring outside the Class  
25 Period.~~

26 //

1           16.     The Court further finds that all Aggrieved Employees, regardless of whether  
2 they submitted a Request for Exclusion from the Class Settlement, are deemed to have  
3 released the Released Parties from all Released PAGA Claims. All 152 Aggrieved  
4 Employees are bound by this PAGA release. The "Released PAGA Claims" are defined ~~as~~

*in the Settlement Agreement.*

*NDC*

~~All claims for PAGA penalties that were alleged, or reasonably could have been  
alleged, based on the allegations, facts, legal theories or causes of action set forth  
in the PAGA Notice or Operative Complaint including claims under Labor Code  
201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174,  
1174.5, 1194, 1194.2, 1197, and 1198, as well as applicable IWC Wage Orders,  
including sections 3, 11, and 12.~~

11           17.     Neither this Final Approval Order, the Settlement Agreement, nor any document  
12 referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed  
13 as, or may be used by Plaintiff as an admission by or against Defendant BRANDREP, LLC or any  
14 of the other Released Parties of any fault, wrongdoing or liability whatsoever. Nor is this Final  
15 Approval Order a finding of the validity of any claims in the Action or of any wrongdoing by  
16 Defendant or any of the other Released Parties.

17           18.     The Court hereby enters judgment, with prejudice, for the reasons set forth above,  
18 and in accordance with the terms set forth in the Settlement Agreement. This Order and Judgment  
19 is intended to be a final disposition of the Action in its entirety as to the class and PAGA claims  
20 and shall constitute a complete bar to any further litigation against the Released Parties concerning  
21 the Released Class Claims and Released PAGA Claims.

22           19.     Without affecting the finality of this Final Approval Order and Judgment in any  
23 way, this Court hereby retains continuing and exclusive jurisdiction over the interpretation,  
24 implementation, and enforcement of the Settlement Agreement and all orders and judgments  
25 entered in connection therewith, pursuant to California Code of Civil Procedure section 664.6 and  
26 California Rule of Court 3.769(h).

1           20. Pursuant to California Code of Civil Procedure section 384, subdivision (b),  
2 Plaintiff shall cause the Settlement Administrator to submit to the Court a final report on or before  
3 December 31, 2026, reporting on the status of the settlement administration and setting forth the  
4 actual amounts paid to Settlement Class Members and Aggrieved Employees and other amounts  
5 disbursed pursuant to the Settlement Agreement. The report shall be in the form of a declaration  
6 from the Settlement Administrator and shall describe: (i) the date the checks were mailed to  
7 Settlement Class Members and Aggrieved Employees; (ii) the total number of checks mailed; (iii)  
8 the average amount of those checks; (iv) the number of checks that remained uncashed; (v) the  
9 total value of those uncashed checks; (vi) the average amount of the uncashed checks; (vii) the  
10 nature and date of the disposition of unclaimed funds transmitted to the California State  
11 Controller's Unclaimed Property Fund; and (viii) all other amounts disbursed pursuant to the  
12 Settlement Agreement, including payments for attorneys' fees and costs, the Class Representative  
13 Service Payment, PAGA payments to the LWDA and Aggrieved Employees, and settlement  
14 administration expenses.

15  
16  
17 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

18  
19 Dated: 4/2/26



HONORABLE WILLIAM CLASTER  
JUDGE OF THE SUPERIOR COURT