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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 24 2026

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BY *Chris Goldstein*
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9 Attorneys for Plaintiff and the Putative Class

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

12 RUBYSELA CISNEROS, on behalf of herself
13 and all others similarly situated,

CASE NO.: CIVSB2404080

Assigned to the Hon. Wilfred J. Schneider, Jr.

14 Plaintiff,

15 v.

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

16 ENGLEWOOD MARKETING GROUP, INC.,
17 a Delaware Corporation; and DOES 1-50,
18 inclusive.

HEARING INFO

19 Defendants.

Date: February 24, 2026
Time: 8:30 a.m.
Dept.: 24

28

1 This matter having come for hearing regarding the unopposed Motion for Final Approval of
2 Class Action Settlement on the terms set forth in the Class Action and PAGA Settlement Agreement
3 (the "Settlement"). In conformity with California Rules of Court, rule 3.769, with due and adequate
4 notice having been given to Class Members (as defined in the Settlement), and having considered the
5 Settlement, all of the legal authorities and documents submitted in support thereof, all papers filed
6 and proceedings had herein, all oral and written comments received regarding the Settlement, and
7 having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final
8 approval of the Settlement and orders and makes the following findings and determinations and enters
9 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 Plaintiff's Motion for Order Granting Final
12 Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of
13 Mehrdad Bokhour in Support of Plaintiff's Motion for Final Approval of Class Action and is made a
14 part of this order.

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

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Settlement and as follows: all individuals who are or were employed by Defendant Englewood
19 Marketing Group, Inc. as non-exempt hourly employees in California between January 29, 2020, and
20 March 23, 2025. The PAGA Members include any non-exempt hourly employee who works or
21 worked for Defendant in California at any time from January 26, 2023, through March 23, 2025.

22 4. The Court finds that Plaintiff complied with the notice and submission requirements
23 of Labor Code section 2699(1)(2), and that the LWDA did not object to the settlement.

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

26 6. The Court finds that an ascertainable class of 139 class members exists and a well-
27 defined community of interest exists on the questions of law and fact involved because in the context
28 of the Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of

1 the Plaintiff is typical of claims of the Class Members; and (iii) in negotiating, entering into and
2 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
3 protected the interest of the Class Members.

4 7. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
5 Administrator, completed the distribution of the Class Notice in a manner that complies with
6 California Rule of Court 3.766. The Class Notice, provided in English and Spanish, informed all 139
7 Class Members of the Settlement terms, their rights to receive their settlement share, their right to
8 submit a request for exclusion, their right to comment on or object to the Settlement, and their right
9 to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
10 Settlement. A sufficient response period was provided. No Class Members filed written objections,
11 submitted notices of intent to appear, or requested exclusion.

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

17 9. The Court directs the Parties to effectuate the Settlement Agreement according to its
18 terms and declares the Settlement Agreement to be binding on all 139 Participating Class Members.

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

23 11. The Court separately and expressly approves the PAGA portion of the Settlement
24 pursuant to Labor Code section 2699(I). The Court finds that the PAGA settlement is fair, adequate,
25 and reasonable in light of the purposes and policies of the Private Attorneys General Act. The Court
26 further finds that the allocation of \$10,000 in PAGA penalties, with 75 percent (\$7,500) payable to
27 the California Labor and Workforce Development Agency and 25 percent (\$2,500) payable to the
28 PAGA Members, is appropriate and consistent with the statute. The Court further finds that Plaintiff

1 has complied with all notice and submission requirements under Labor Code section 2699(1)(2), and
2 that the State of California has not objected to the PAGA settlement.

3 12. The Court also finds that the Settlement now will avoid additional and potentially
4 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
5 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
6 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured
7 significant relief for Class Members.

8 13. The Settlement Agreement is not an admission by Defendant, nor is this order a
9 finding of the validity of any allegations or any wrongdoing by Defendant.

10 14. The Court appoints Plaintiff Rubysela Cisneros as Class Representative and finds her
11 to be adequate.

12 15. The Court appoints Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour
13 of Bokhour Law Group, P.C. as Class Counsel and finds each of them to be adequate, experienced,
14 and well-versed in class action litigation.

15 16. The terms of the Settlement Agreement, including the Gross Settlement Amount of
16 \$454,572.19 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
17 each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
18 Agreement, subject to this order.

19 17. The Court finds that the escalator provision in the Settlement Agreement was triggered
20 based on the Settlement Administrator's review of class data, and that Defendant properly increased
21 the Gross Settlement Amount to \$454,572.19

22 18. The Court approves the following allocations, which fall within the ranges stipulated
23 by and through the Settlement Agreement:

24 A. The Court awards \$5,650.00 to the Settlement Administrator, and finds this
25 amount to be fair and reasonable. The Court grants final approval and orders
26 the Settlement Administrator to pay this amount in accordance with the
27 Agreement.

28 B. The Court awards \$150,008.82 to Class Counsel as attorneys' fees and finds

1 this amount to be fair and reasonable in light of the benefit obtained for the
2 Class. The Court grants final approval of, awards, and orders that the Class
3 Counsel fees be paid in accordance with the Settlement Agreement.

4 C. The Court awards \$13,047.15 to the Bokhour Law Group, P.C. in litigation
5 costs, an amount which the Court finds to be reflective of the reasonable costs
6 incurred. The Court grants final approval of and orders the Class Counsel
7 litigation expenses payment in this amount to be made in accordance with the
8 Settlement Agreement.

9 D. The Court awards \$10,000 to the class representative as payment requested
10 by Plaintiff and finds this amount to be fair and reasonable. The Court grants
11 final approval of and orders that the class representative's payment be made
12 in accordance with the Settlement Agreement.

13 E. The Court approves the \$10,000 allocation for penalties under the Labor Code
14 Private Attorneys General Act of 2004 and orders 75 percent (\$7,500) to be
15 paid to the California Labor and Workforce Development Agency, and 25
16 percent (\$2,500) to be paid to the PAGA Employees, in accordance with the
17 Settlement Agreement.

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

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

24 21. The Settlement shall bind all 139 Participating Class Members, and this Order,
25 including the release of claims set forth in the Settlement Agreement, is final and binding as to them.

26 22. The Parties shall bear their own respective attorneys' fees and costs except as
27 otherwise provided in this order and the Settlement Agreement.

28 23. All checks mailed to the Class Members must be cashed within one hundred and eighty

1 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
2 Settlement Administrator shall send the uncashed checks to the California Controller's Unclaimed
3 Property Fund in the name of the Class Member.

4 24. Within 10 days of this order, the Settlement Administrator shall give notice of
5 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
6 posting a copy of this Order and Final Judgment on the Settlement Administrator's settlement website
7 for this matter.

8 25. The Court retains continuing and exclusive jurisdiction over the Parties, the Action,
9 and the Settlement pursuant to California Rules of Court, rule 3.769(h), for the limited purposes of:
10 (a) enforcing the terms of the Settlement Agreement and this Judgment; (b) supervising settlement
11 administration and distribution; and (c) addressing such post judgment matters as may be appropriate
12 under applicable law.

13 26. This Judgment finally resolves all claims released by the Settlement Agreement and
14 is intended to be a final, appealable judgment.

15 27. The Court sets a Distribution Compliance Hearing for 3/22, 2027 at 8:30
16 a.m. At least 15 calendar days prior to the hearing, Class Counsel shall file a declaration regarding
17 the status of the distribution of the settlement funds.

18 28. This final judgment is intended to be a final disposition of the above-captioned action
19 in its entirety and is intended to be immediately appealable. This final judgment resolves and
20 extinguishes all claims released by the Settlement Agreement against Defendants and the Released
21 Parties as set forth in the Agreement.

22 **JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.**

23
24 DATED: 2/24, 2025


HON. WILFRED J. SCHNEIDER, JR.