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D.LAW, INC.
Roman Shkodnik (SBN 285152)
Mason Doidge (SBN 352604)
Enoch J. Kim (SBN 261146)
Arianna N. Razi (SBN 356930)
250 N. Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
Emails: r.shkodnik@d.law, m.doidge@d.law, e.kim@d.law, a.razi@d.law

Attorneys for Plaintiffs KRISTINE GHUKASYAN and BRIANNA MENESES, on behalf of themselves and others similarly situated

FILED
Superior Court of California
County of Los Angeles
10/27/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. He Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KRISTINE GHUKASYAN, on behalf of herself and others similarly situated, Plaintiff, vs. MANGO NY, INC., a Delaware corporation; MANGO, an entity of unknown form; and DOES 1 through 50, inclusive Defendants.	Case No.: 24STCV18124 CLASS ACTION Assigned for All Purposes To: Hon. Theresa M. Traber Dept.: 1 **~~AMENDED [PROPOSED]~~ ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT; FINAL JUDGMENT** Original Complaint Filed: July 19, 2024 First Amended Complaint Filed: August 26, 2024 Second Amended Complaint Filed: March 18, 2026 Trial Date: None Set

ORDER

This matter having come before the Court on October 22, 2026, at 10:30 a.m. in Department 1 of the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, for a scheduled Final Approval Hearing and entry of an Order Granting Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement Agreement ("Final Approval Order") consistent with the Court's May 18, 2026 Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement ("Preliminary Approval Order"), and as set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") entered into between Plaintiffs KRISTINE GHUKASYAN and BRIANNA MENESES (hereinafter "Plaintiffs"), on behalf of themselves and all other similarly situated employees of Defendant MANGO NY, INC. ("Defendant") (collectively, "the Parties") and Defendant, and due and adequate notice having been given to Class Members as required by the Preliminary Approval Order, and the Court having considered all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Final Approval Order incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement Agreement, the Class consists of all persons who worked for Defendant in California as non-exempt employees at any time during the Class Period, which is the period from July 19, 2020, through September 26, 2025.

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Settlement, the Court has jurisdiction over the subject matter of this proceeding and over all parties to this proceeding, including all Class Members. In addition, the Court has personal jurisdiction over all Class Members with respect to the Action and the Settlement.

4. Distribution of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") directed to the Class Members, as set forth in the Settlement Agreement, has been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including the proposed Settlement as set forth in the Settlement Agreement and fully satisfied the requirements of California law, the California and United States Constitutions (including the Due Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766, and any other applicable law. The Class Notice also provided due and adequate notice to Class Members of their right to exclude themselves from the Settlement, as well as their right to object to the proposed Settlement.

5. For the reasons set forth in the Preliminary Approval Order and in the transcript of the proceedings of the preliminary approval hearing, which are adopted and incorporated by reference, the Court finds the Settlement was entered into in good faith and further finds that the Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the Class Members. Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action Settlement under California law, including the provisions of California Code of Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971).

6. The Court approves the Settlement as set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length negotiations. In granting final approval of the Settlement Agreement, the Court considered the nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement

proceeds among the Participating Class Members, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement had no obvious deficiencies and did not improperly grant preferential treatment to any individual Class Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good faith.

7. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

a. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences related to Plaintiffs' employment with Defendant, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiffs' PAGA Notice. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

b. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the Class Period, including all of the following claims for relief: (1) all claims for failure to pay minimum wages; (2) all claims for failure to pay wages and overtime; (3) all claims for failure to provide meal periods; (4) all claims for failure to provide rest periods; (5) all claims for failure to pay vacation wages; (6) all claims for failure to comply with California Labor Code sections 245, *et seq*. and 246; (7) all claims for failure to reimburse necessary expenditures; (8) all claims for violation of California Labor Code section 226(a); (9) all claims for failure to keep required payroll records under California Labor Code sections 1174 and 1174.5; (10) all claims for penalties

pursuant to California Labor Code section 203; and (11) all claims for violation of California Business and Professions Code section 17200, *et seq*. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

c. Release by Aggrieved Employees: To the fullest extent permitted by law, the State of California and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all causes of action and claims for civil penalties under the California Private Attorneys General Act of 2004 that were alleged or reasonably could have been alleged based on the facts and legal theories contained in the PAGA Notice, arising during the PAGA Period, including claims for civil penalties based on the following: (1) all claims for failure to pay minimum wages; (2) all claims for failure to pay wages and overtime; (3) all claims for failure to provide meal periods; (4) all claims for failure to provide rest periods; (5) all claims for failure to pay vacation wages; (6) all claims for failure to comply with California Labor Code sections 245, *et seq*. and 246; (7) all claims for failure to reimburse necessary expenditures; (8) all claims for violation of California Labor Code section 226(a); (9) all claims for failure to keep required payroll records under California Labor Code sections 1174 and 1174.5; and (10) all claims for violation of California Labor Code section 203 ("Released PAGA Claims"). All Aggrieved Employees are deemed to release all Released PAGA Claims regardless of whether the Aggrieved Employees opt out of the Settlement.

d. "Released Parties" means: Defendant and each of Defendant's former and present directors, officers, shareholders, owners, members, employees, agents, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

8. No Class Member requested exclusion from the Settlement, resulting in a total of 231 Participating Class Members.

9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Final Approval Order a finding of the validity of any claims in the Action, or of any wrongdoing by Defendant or any of the other Released Parties.

10. The Court confirms D.Law, Inc. as Class Counsel and finds that Class Counsel has adequately represented the Class for purposes of entering into and implementing the Settlement.

11. The Court finds the $300,000.00 Gross Settlement Amount provided for under the Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the following deductions from the Gross Settlement Amount: (1) $100,000.00 for attorneys' fees to Class Counsel; (2) $20,325.85 for attorneys' costs and expenses to Class Counsel; (3) Class Representative Service Payments of $7,500.00 to Plaintiff Kristine Ghukasyan and $5,000.00 to Plaintiff Brianna Meneses (for a total of $12,500.00); (4) PAGA Penalties of $30,000.00 for claims asserted under California's Private Attorneys General Act ("PAGA"), of which 65% will be payable to the California Labor and Workforce Development Agency ("LWDA") and 35% will be payable to the Aggrieved Employees on a *pro rata* basis ("Individual PAGA Payment"); and (5) $7,385.00 for an Administration Expenses Payment to Apex Class Action, LLC ("Apex"). The Net Settlement Amount available for distribution to the Class is approximately $129,789.15.

12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument set forth in Class Counsel's application, an award of attorneys' fees in the amount of $100,000.00 and for costs and expenses in the amount of $20,325.85 as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is hereby granted. The Court finds that Class Counsel's request falls within the range of reasonableness and that the result achieved justifies the award and that the requested expenses were reasonably incurred. The payment of attorneys' fees and costs to Class Counsel shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

13. It is ordered that the Class Representative Service Payments of $7,500.00 to Plaintiff Kristine Ghukasyan and $5,000.00 to Plaintiff Brianna Meneses (for a total of $12,500.00) are fair and reasonable as service payments for their service to the Class. The Class Representative Service Payments shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

14. The Court further approves the payment of $7,385.00 to Apex Class Action, LLC to cover the costs of administration as provided for in the Settlement Agreement. The payment

authorized by this paragraph shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

15. The Court also approves a payment of $30,000.00 for claims asserted under PAGA ("PAGA Penalties"), with 65% of the PAGA Penalties ($19,500.00) payable to the LWDA and the other 35% ($10,500.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the Settlement Agreement). The PAGA Penalties are included in, and shall come from, the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

16. The Court finds the settlement payments from the Net Settlement Amount provided for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and orders the calculations and the payments to be made and administered to the Participating Class Members in accordance with the terms of the Settlement Agreement. It is also ordered that, 180 days after the date of distribution of Individual Class Payments and Individual PAGA Payments to Participating Class Members and Aggrieved Employees, all funds from any uncashed checks remaining in the Net Settlement Amount shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq*., for the benefit of those Participating Class Members and Aggrieved Employees who did not cash their checks until such time that they claim their property.

17. The Court sets a non-appearance date of July 22, 2027, for review of the final report, which is to be filed at least five court days beforehand.

18. Defendant shall not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement.

19. Without affecting the finality of the Settlement, this Final Approval Order, or Final Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing jurisdiction over the above-captioned action and the Parties, including all Participating Class Members, relating to the Action and the administration, consummation, enforcement, and interpretation of the Settlement Agreement, this Final Approval Order, and for any other necessary purpose.

20. The Final Approval Order shall constitute the final judgment.

IT IS SO ORDERED.

Dated: October 27, 2026

Honorable Theresa M. Traber
Judge of the Superior Court