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**IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

NORMA VALENZUELA, individually and  
as a representative of a class of similarly  
situated persons, on behalf of the  
ADVANTAGE 401(k) SAVINGS PLAN,

Plaintiff,

v.

ADVANTAGE SALES & MARKETING  
LLC; THE BOARD OF DIRECTORS OF  
ADVANTAGE SALES & MARKETING  
LLC; THE ADVANTAGE 401(k)  
SAVINGS PLAN ADMINISTRATIVE  
COMMITTEE; and DOES No. 1-20,  
Whose Names are Currently Unknown,

Defendants.

Case No. 8:24-CV-00460-AB-KES

**~~PROPOSED~~ FINAL APPROVAL  
ORDER AND JUDGMENT AS TO  
THE RECORDKEEPING CLAIM**

Judge: Hon. André Birotte Jr.

Action Filed: March 4, 2024

1 This Class Action came before the Court for hearing on April 24, 2026 to  
2 determine the fairness of the proposed Settlement presented to the Court under the terms  
3 of a Settlement Agreement executed on October 3, 2025 (ECF No. 63), and the subject of  
4 this Court’s Order Granting Preliminary Approval of Class Action Settlement,  
5 Preliminarily Certifying a Class for Settlement Purposes, Approval of Form and Manner  
6 of Settlement Notice, Preliminary Approval of Plan of Allocation, and Scheduling of  
7 Date for a Fairness Hearing. Due notice having been given and the Court having been  
8 fully advised in the premises, **IT IS HEREBY ORDERED, ADJUDGED, AND**  
9 **DECREED:**

10 1. The Court has jurisdiction over the subject matter of the Action and over all  
11 Parties, including all members of the Settlement Class.

12 2. For the purpose of settling and resolving the Recordkeeping Claim,<sup>1</sup> the  
13 Court certifies the Settlement Class pursuant to Rules 23(a) and (b)(1) of the Federal  
14 Rules of Civil Procedure. The Settlement Class is defined as:

15 All persons who participated in the Plan at any time during the Class Period,  
16 including any Beneficiary of a deceased Person who participated in the Plan  
17 at any time during the Class Period, and any Alternate Payee of a Person  
18 subject to a QDRO who participated in the Plan at any time during the Class  
19 Period. Excluded from the Settlement Class are Defendants, including the  
individual members of the Committee and their beneficiaries.

20 3. The Court finds for the purpose of settling and resolving the Recordkeeping  
21 Claim:

22 a) as required by Fed. R. Civ. P. 23(a)(1), the Settlement Class is  
23 ascertainable from records kept with respect to the Plan and from other objective  
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28 <sup>1</sup> All capitalized terms not otherwise defined in this Final Approval Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement.

1 criteria, and the Settlement Class is so numerous that joinder of all members is  
2 impracticable;

3 b) as required by Fed. R. Civ. P. 23(a)(2), there are one or more questions  
4 of law and/or fact common to the Settlement Class;

5 c) as required under Fed. R. Civ. P. 23(a)(3), the claims of the Class  
6 Representative are typical of the claims of the Settlement Class that the Class  
7 Representative seeks to certify;

8 d) as required by Fed. R. Civ. P. 23(a)(4), the Class Representative will  
9 fairly and adequately protect the interests of the Settlement Class in that: (i) the  
10 interests of the Class Representative and the nature of the alleged claims are  
11 consistent with those of the Settlement Class members; and (ii) there appear to be  
12 no conflicts between or among the Class Representative and the Settlement Class;

13 e) as required by Fed. R. Civ. P. 23(b)(1), the prosecution of separate  
14 actions by individual members of the Settlement Class would create a risk of: (i)  
15 inconsistent or varying adjudications as to individual Settlement Class members that  
16 would establish incompatible standards of conduct for the parties opposing the  
17 claims asserted in the Class Action; or (ii) adjudications as to individual Settlement  
18 Class members that, as a practical matter, would be dispositive of the interests of the  
19 other members not parties to the individual adjudications, or substantially impair or  
20 impede the ability of such persons to protect their interests; and

21 f) as required by Fed. R. Civ. P. 23(g), Class Counsel are capable of fairly  
22 and adequately representing the interests of the Settlement Class, and Class Counsel:  
23 (i) have done appropriate work identifying or investigating potential claims in the  
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1 Class Action; (ii) are experienced in handling class actions; and (iii) have committed  
2 the necessary resources to represent the Settlement Class.

3 4. The Court hereby appoints Norma Valenzuela as Class Representative for the  
4 Settlement Class and Miller Shah LLP as Class Counsel for the Settlement Class.

5 5. The Court hereby finds that the Settlement Class has received proper and  
6 adequate notice of the Settlement, the Fairness Hearing, Class Counsel's application for  
7 Litigation Expenses and a Case Contribution Award to the Class Representative, and the  
8 Plan of Allocation, such notice having been given in accordance with the Preliminary  
9 Approval Order. Such notice included individual notice to all members of the Settlement  
10 Class who could be identified through reasonable efforts, as well as notice through the  
11 dedicated Settlement Website on the internet, and provided valid, due, and sufficient notice  
12 of these proceedings and of the matters set forth in this Order, and included sufficient  
13 information regarding the claims procedure for Former Participants, Beneficiaries, and  
14 Alternate Payees without Active Accounts and the procedure for the making of objections.  
15 Such notice constitutes the best notice practicable under the circumstances and fully  
16 satisfies the requirements of Federal Rule of Civil Procedure 23 and the requirements of  
17 due process.

18 6. The Court hereby approves the Settlement and hereby orders that the  
19 Settlement shall be consummated and implemented in accordance with its terms and  
20 conditions.

21 7. Pursuant to Federal Rule of Civil Procedure 23, the Court finds that the  
22 Settlement embodied in the Settlement Agreement is fair, reasonable, and adequate to the  
23 Plan and the Settlement Class, and more particularly finds that:

24 a. The Settlement resolves Plaintiff's claims that Defendants breached  
25 their fiduciary duties under ERISA by causing the Plan to pay excessive  
26 recordkeeping and administrative fees ("Recordkeeping Claim") and preserves  
27 Plaintiff's right to continue litigating the claim that Defendants failed to  
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1 appropriately monitor the Plan’s investments and caused the Plan to retain an  
2 imprudent investment (“Investment Claim”);

3 b. The Settlement was negotiated vigorously and at arm’s length by  
4 Defense Counsel on the one hand, and by Class Counsel on behalf of the Class  
5 Representative and the Settlement Class on the other hand;

6 c. The Class Representative and Defendants had sufficient information to  
7 evaluate the settlement value of the Action;

8 d. If the Settlement had not been achieved, the Class Representative and  
9 the Settlement Class faced the expense, risk, and uncertainty of extended litigation  
10 with respect to the Recordkeeping Claim;

11 e. The amount of the Settlement—one-hundred-twenty-five-thousand  
12 dollars (\$125,000.00)—as well as the non-monetary relief obtained, collectively, is  
13 fair, reasonable, and adequate, considering the costs, risks, and delay of trial and  
14 appeal associated with the Recordkeeping Claim. The fairness, reasonableness, and  
15 adequacy of the Settlement are also supported by the fact that the Settlement  
16 preserves Plaintiff’s right to continue litigating the Investment Claim. The method  
17 of distributing the Net Settlement Fund is efficient and requires no filing of claims  
18 for Participants, Beneficiaries, and Alternate Payees with Active Accounts, and  
19 requires only a modest Former Participant Claim Form for Former Participants,  
20 Beneficiaries, and Alternate Payees without Active Accounts. The Settlement terms  
21 related to Attorneys’ Fees and Costs and a case contribution award to the Class  
22 Representative do not raise any questions concerning fairness of the Settlement, and  
23 there are no agreements, apart from the Settlement, required to be considered under  
24 FED. R. CIV. P. 23(e)(2)(C)(iv). The Settlement Amount is within the range of  
25 settlement values obtained in similar cases;

26 f. At all times, the Class Representative and Class Counsel have acted  
27 independently of Defendants and in the interest of the Settlement Class; and  
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1 g. The Court has duly considered and overruled any filed objection(s) to  
2 the Settlement to the extent there were any.

3 8. The Plan of Allocation is finally approved as fair, reasonable, and adequate.  
4 The Settlement Administrator shall distribute the Net Settlement Amount in accordance  
5 with the Plan of Allocation and the Settlement Agreement. The Settlement Administrator  
6 shall have final authority to determine the share of the Net Settlement Amount to be  
7 allocated to each Class Member in accordance with the Plan of Allocation approved by the  
8 Court.

9 9. All requirements of the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.*,  
10 have been met.

11 10. The releases and covenants not to sue set forth in the Settlement Agreement,  
12 including but not limited to Section 7 of the Settlement Agreement, together with the  
13 definitions contained in the Settlement Agreement relating thereto, are expressly  
14 incorporated herein in all respects. The releases are effective as of the date of this Order.  
15 Accordingly, the Court orders that, as of the date of this Order, the Plan, the Class  
16 Representative, and the Class Members (and their respective heirs, beneficiaries, executors,  
17 administrators, fiduciaries, estates, past and present partners, officers, directors,  
18 predecessors, successors, assigns, agents, and attorneys) hereby fully, finally, and forever  
19 settle, release, relinquish, waive, and discharge all Released Parties from any and all  
20 Released Claims, whether or not any Class Member may discover facts in addition to or  
21 different from those which the Class Members or Class Counsel now know or believe to  
22 be true with respect to the Action and the Released Claims; whether or not any Class  
23 Member has executed and delivered a Former Participant Claim Form; whether or not any  
24 Class Member receives a monetary benefit from the Settlement, actually received the  
25 Settlement Notice, filed an objection to the Settlement or to any application by Class  
26 Counsel for an award of Attorneys' Fees and Expenses; and whether or not the objections  
27 or claims for distribution of any Class Member have been approved or allowed.

28 11. The Class Representative, Class Members, and the Plan hereby settle, release,

1 relinquish, waive, and discharge any and all rights or benefits they may now have, or in the  
2 future may have, under any law relating to the releases of Unknown Claims, including  
3 Section 1542 of the California Civil Code, which provides: “A general release does not  
4 extend to claims that the creditor or releasing party does not know or suspect to exist in his  
5 or her favor at the time of executing the release and that, if known by him or her, would  
6 have materially affected his or her settlement with the debtor or released party.” The Class  
7 Representative, Class Members, and the Plan with respect to the Released Claims also  
8 waive any and all provisions, rights, and benefits conferred by any law or of any State or  
9 territory within the United States or any foreign country, or any principle of common law,  
10 which is similar, comparable, or equivalent in substance to Section 1542 of the California  
11 Civil Code.

12 12. The Class Representative, the Class Members, and the Plan, acting  
13 individually or together, or in combination with others, are hereby permanently and finally  
14 barred and enjoined from suing or seeking to institute, maintain, prosecute, argue, or assert  
15 in any action or proceeding (including but not limited to an IRS determination letter  
16 proceeding, a Department of Labor proceeding, an arbitration, or a proceeding before any  
17 state insurance or other department or commission), any cause of action, demand, or claim  
18 on the basis of, connected with, or arising out of any of the Released Claims or Unknown  
19 Claims.

20 13. Each Class Member hereby releases the Released Parties, Defense Counsel,  
21 Class Counsel, and the Plan for any claims, liabilities, and attorneys’ fees and expenses  
22 arising from the allocation of the Settlement Fund or Net Settlement Amount and for all  
23 tax liability and associated penalties and interest as well as related attorneys’ fees and  
24 expenses.

25 14. Class Counsel is awarded Attorneys’ Fees and Costs in the amount requested,  
26 plus any applicable interest. Class Counsel has not sought and is not separately awarded  
27 any litigation costs and expenses in connection with the prosecution of the Recordkeeping  
28 Claim.

1 15. Class Representative is awarded \$5,000.00 as a case contribution award for  
2 her representation of the Settlement Class.

3 16. The Court finds that the requested Attorneys' Fees and Costs and Class  
4 Representative's award are fair and reasonable based on the efforts undertaken by Class  
5 Counsel and the Class Representative on behalf of the Settlement Class.

6 17. The Recordkeeping Claim is hereby dismissed with prejudice and without  
7 costs to any of the Parties and Released Parties other than as provided for in the Settlement  
8 Agreement.

9 18. The Court shall retain exclusive jurisdiction to resolve any disputes or  
10 challenges that may arise as to the performance of the Settlement Agreement or any  
11 challenges as to the performance, validity, interpretation, administration, enforcement, or  
12 enforceability of the Settlement Notice, Plan of Allocation, this Final Approval Order, the  
13 Settlement Agreement, or the termination of the Settlement Agreement. The Court shall  
14 also retain exclusive jurisdiction and rule by separate Order with respect to applications for  
15 awards of Attorneys' Fees and Costs and Case Contribution Award to the Class  
16 Representative.

17 19. Any motion to enforce this Final Approval Order or the Settlement  
18 Agreement, including by way of injunction, may be filed in this Court, and the provisions  
19 of the Settlement Agreement and/or this Final Approval Order may also be asserted by way  
20 of an affirmative defense or counterclaim in response to any action that is asserted to violate  
21 the Settlement Agreement.

22 20. In the event that the Settlement Agreement is terminated, in accordance with  
23 its terms, this Final Approval Order shall be rendered null and void, *ab initio*, and shall be  
24 vacated *nunc pro tunc*, and the Action shall revert to its status as of the day immediately  
25 before the day the Settlement was reached. The Settling Parties shall be afforded a  
26 reasonable opportunity to negotiate a new case management schedule.

27 21. With respect to any matters that arise concerning the implementation of  
28 distributions to Class Members who have an Active Account (after allocation decisions

1 have been made by the Settlement Administrator in its sole discretion), all questions not  
2 resolved by the Settlement Agreement shall be resolved by the Plan administrator or other  
3 fiduciaries of the Plan, in accordance with applicable law and the governing terms of the  
4 Plan.

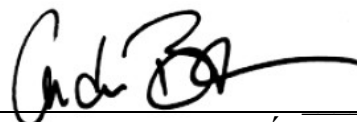
5 22. Within twenty (20) business days following the issuance of all settlement  
6 payments to Class Members as provided by the Plan of Allocation approved by the Court,  
7 the Settlement Administrator shall prepare and provide to Class Counsel and Defense  
8 Counsel a list of each person who received a settlement payment or contribution from the  
9 Settlement Fund and the amount of such payment or contribution, and any other  
10 information as set forth in the Settlement Agreement.

11 23. Upon entry of this Final Approval Order, all Parties, the Settlement Class, and  
12 the Plan shall be bound by the Settlement Agreement and this Final Approval Order.

13 24. The Motion for Final Approval of the Settlement Agreement is hereby  
14 **GRANTED**, the settlement of the Action is **APPROVED** as fair, reasonable and adequate  
15 to the Plan and the Class, and the Parties are hereby directed to take the necessary steps to  
16 effectuate the terms of the Settlement Agreement, other than steps associated with the  
17 distribution of settlement payments to Class Members, which shall occur after a final  
18 judgment is entered with respect to the Investment Claim.

19 25. The Court hereby enters judgment on the Recordkeeping Claim.  
20 Notwithstanding the reservation of jurisdiction in Paragraph 18 of this Final Approval  
21 Order, this is a final and appealable judgment that fully resolves the Recordkeeping Claim.  
22 The Clerk is directed to enter this judgment in the civil docket forthwith.

23 **SO ORDERED, ADJUDGED AND DECREED** this 29th day of April, 2026.

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27 HONORABLE ANDRÉ BIROTTE JR.  
28 UNITED STATES DISTRICT JUDGE