

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUL 29 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

James R. Hawkins, Esq. (SBN 192925)
Christina M. Lucio, Esq. (SBN 253677)

JAMES HAWKINS APLC

9880 Research Drive, Suite 200
Irvine, CA 92618

Phone: (949) 387-7200

Fax: (949) 387-6676

James@jameshawkinsaplc.com

Christina@jameshawkinsaplc.com

Attorneys for Plaintiff CYNTHIA VIZCARRA-
MCNAMEE, on behalf of herself and all others similarly
situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

CYNTHIA VIZCARRA-MCNAMEE,
individually and on behalf of herself and all
others similarly situated,

Plaintiff,

v.

NORDSTROM, INC., a Washington
Corporation,

Defendant.

CASE NO. 30-2020-01141916-CU-OE-CXC

**SETTLEMENT APPROVAL ORDER
AND JUDGMENT**

Judge: Hon. Peter J. Wilson
Dept.: CX-102

Complaint Filed: June 4, 2020

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

18
19
20
21
22
23
24
25
26
27
28

22
23
24
25
26
27
28

28

1 and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined
2 in the Settlement Agreement.

3 5. Nordstrom will not be required to pay any additional amounts in connection with
4 the Settlement other than the Total Settlement Amount specifically set forth in the Settlement
5 Agreement and this Order.

6 6. The Court awards attorneys' fees to Plaintiff's Counsel in the total amount of
7 \$38,334.00 and costs to Plaintiff's Counsel in the total amount of \$4,657.15. The Attorneys' Fees
8 and Costs are to be paid from the Total Settlement Amount as final payment for and complete
9 satisfaction of any and all attorneys' fees and costs incurred by Plaintiff, and to be incurred by
10 Plaintiff, to prosecute the Action.

11 7. The Court awards Plaintiff a Service Award in the amount of \$2,000.00 to be paid
12 from the Total Settlement Amount. Plaintiff submitted a declaration detailing the ways in which
13 she assisted Plaintiff's Counsel in the litigation of the Action, and the award is appropriate in light
14 of the stated purpose of PAGA.

15 8. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator.
16 The Court concludes that the Settlement Administration Costs in the amount of \$2,500 are
17 reasonable and necessary to administer the Settlement and shall be paid from the Total Settlement
18 Amount.

19 9. The remaining PAGA Settlement Amount of \$67,508.85 shall be allocated as
20 follows: 75% of the PAGA Settlement Amount, or \$50,631.64, will be paid to the LWDA, and the
21 remaining 25%, or \$16,877.21, will be paid to all Affected Employees pursuant to the calculation
22 set forth in the Settlement Agreement for calculating Individual Settlement Payments.

23 10. The Court directs that the Settlement Administrator send the Notice, attached
24 hereto as Exhibit 1, to the Affected Employees with the Individual Settlement Payments to be
25 disseminated pursuant to the Settlement.

26 11. Upon the Effective Date, the terms of the Settlement Agreement, and this Order
27 and Judgment, shall be binding on the Parties. Plaintiff and Affected Employees shall be bound
28

1 by the releases set forth in the Settlement Agreement.

2 12. Neither this Order nor the Settlement Agreement (nor any other document referred
3 to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as,
4 an admission or concession by Nordstrom or the Released Parties of the validity of any claim
5 asserted by Plaintiff. The fact that Nordstrom entered into, and took action to implement, the
6 Settlement shall not be considered as, or be deemed evidence of, an admission or concession of
7 wrongdoing, fault or liability as alleged in the Action. Moreover, the fact that Nordstrom entered
8 into and/or took action to implement the Settlement shall not be offered or received in evidence in
9 any action or proceeding against Nordstrom in any court, administrative agency or other tribunal
10 for any purpose whatsoever, except to enforce the provisions of this Order and the Settlement
11 Agreement; provided, however, that this Order and the Settlement Agreement may be filed in any
12 action against or by Nordstrom or the Released Parties to support a defense of *res judicata*,
13 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and
14 credit, or any other theory of claim preclusion, issue preclusion, or similar defense or
15 counterclaim.

16 13. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
17 purposes of supervising the implementation, enforcement, construction, administration, and
18 interpretation of the Settlement Agreement and this Judgment pursuant to California Code of Civil
19 Procedure section 664.6.

20 14. The entire Action will be dismissed, with prejudice, at the final accounting hearing
21 and upon the terms set forth in the Settlement Agreement, assuming full compliance with this
22 Order and the Settlement Agreement by that date

23 15. The Court sets a final accounting hearing to assess compliance with this Order and
24 the Settlement Agreement for April 14, 2023 at 9:00 a.m.

25 ///

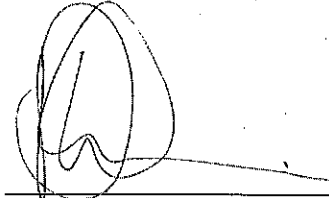
26 ///

27 ///

1 16. Plaintiff is directed to submit a copy of this Order to the LWDA within ten calendar
2 days after the entry of this Order.

3 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

4
5
6 DATED: July 29, 2022



HON. PETER J. WILSON
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

The parties to a lawsuit titled, *Cynthia Vizcarra-McNamee v. Nordstrom, Inc.*, Case No. 30-2020-01141916-CU-OE-CXC (the “Action”), have reached a settlement that affects you. Plaintiff Cynthia Vizcarra-McNamee, on behalf of herself, the State of California, and the 43 other individuals employed by Nordstrom as hourly, non-exempt store administrators, executive assistants, administrative assistants, and store clericals employed in Nordstrom’s California full-line stores at any time between March 30, 2019 and April 30, 2021 (“Affected Employees”), filed suit against Nordstrom for alleged Labor Code violations. Generally, Ms. Vizcarra-McNamee sought civil penalties under the California Private Attorneys General Act, claiming that Nordstrom failed to pay for all hours worked, failed to provide meal and rest breaks, and failed to reimburse Affected Employees for business expenses. The Settlement releases the Affected Employees’ claims for penalties under PAGA for the period of March 30, 2019 through December 31, 2021.

Nordstrom denies each of Plaintiff’s claims. However, to avoid the time and expense associated with further litigation, Plaintiff and Nordstrom agreed to settle the case.

Pursuant to the release approved by the Court, Plaintiff, on behalf of herself, the State of California, and all Affected Employees, released the Released Parties from any and all claims for penalties under the Private Attorney Generals Act (“PAGA”), Labor Code section 2698 *et seq.*, arising from the same set of operative facts alleged in Plaintiff’s March 30, 2020 notice letter to the LWDA, and alleged in the Action for failure to (1) pay all wages owed for all hours worked, including minimum wages, under Labor Code sections 1182.12, 1194, 1197, 1198, and Wage Order 7-2001; (2) pay all wages owed for all hours worked, including overtime wages, under Labor Code sections 510, 1194, 1197, 1198, and Wage Order 7-2001; (3) comply with the requirement of Labor Code section 216 to pay wages after demand was made by Plaintiff; (4) comply with the requirements of Labor Code sections 204 and 210 to timely pay all wages earned; (5) comply with the requirement of Labor Code section 225.5 to pay wages due; (6) comply with the requirements of Labor Code sections 201 and 202 to pay wages due to former employees or pay waiting time penalties to former employees for violating Labor Code sections 201-203; (7) comply with the requirements of Labor Code sections 226.7, 1198, and IWC Wage Order 7-2001 to authorize and permit ten-minute rest breaks and to pay one hour of premium pay for each statutorily required rest break that was not authorized and permitted; (8) comply with the requirements of Labor Code sections 226.7, 512, 1198, and IWC Wage Order 7-2001 to provide uninterrupted 30 minute off-duty meal periods and to pay one hour of premium pay for each statutorily required meal break that was not provided; (9) maintain required records in violation of Labor Code sections 226, 1174, and Wage Order 7-2001; (10) provide accurate compliant wage statements under Labor Code section 226; and (11) reimburse necessary expenses in violation of Labor Code section 2802 (“PAGA Release”). This PAGA Release applies to all claims for penalties arising during the period of March 30, 2019 through December 31, 2021. The PAGA Release only applies to claims for penalties under PAGA, and not any other claim or right that you may have.

The Released Parties are Nordstrom, Inc. and its past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, business concerns, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees, shareholders, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers and reinsurers.

According to Nordstrom's records, you are an Affected Employee and are therefore entitled to a share of the settlement. The Court approved \$16,877.21 to be split among the Affected Employees. The Amount of your Individual Settlement Payment was calculated by dividing the number of pay periods you worked for Nordstrom in California between March 30, 2019 and December 31, 2021, by the total number of pay periods all Affected Employees worked for Nordstrom in California during this time period, and multiplying the result by \$16,877.21.

Enclosed is a check representing your share of the settlement. The check shall remain valid for one hundred and eighty (180) days. Checks remaining un-cashed for more than 180 days after issuance will be donated to United Way. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law. You shall be solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

You can review the case file and the Settlement Agreement online at <https://civilwebshopping.occourts.org/Search.do#searchAnchor>. The Settlement Agreement can be found as Exhibit 1 to the Declaration of James R. Hawkins, Register of Actions No. 123.

If you have any questions, please contact:

Settlement Administrator
ILYM GROUP, INC.
14751 Plaza Dr., Ste J
Tustin, CA 92780
(888) 250-6810

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Vizcarra-McNamee vs. Nordstrom, Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2020-01141916-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Order for Approval of Settlement & Judgment dated 07/29/22, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on August 1, 2022, at 8:35:07 AM PDT. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

DLA PIPER LLP (US)
JULIE.DUNNE@US.DLAPIPER.COM

JAMES HAWKINS APLC
CHRISTINA@JAMESHAWKINSAPLC.COM

Clerk of the Court, by:

_____, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE