

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, and DOES 1-50, inclusive,

Defendants.

) CASE NO. 30-2020-01141916-CU-OE-CXC
)
) Judge: Hon. James Di Cesare
)
) **[PROPOSED] SETTLEMENT**
) **APPROVAL ORDER AND JUDGMENT**
)
)
)
)
) Date: June 10, 2022
) Time: 9:30 a.m.
) Dept. C-16
) **Reservation #: 73726023**

Complaint Filed: June 4, 2020

SETTLEMENT APPROVAL ORDER AND JUDGMENT

This matter came before this Court on Plaintiff Cynthia Vizcarra-McNamee’s (“Plaintiff”) motion for approval of the Parties’ Stipulation of Private Attorneys General Act Settlement and Release pursuant to California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”). The Court, having considered the Settlement, the papers filed in support of the motion, and the arguments of counsel, has determined that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable. Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this Action and over all Parties to the Action.

2. This Order incorporates the Stipulation of Private Attorneys General Act Settlement Agreement and Release (“Settlement” or “Settlement Agreement”) agreed to between Plaintiff, on behalf of herself, the State of California, and Affected Employees, on the one hand, and Defendant Nordstrom, Inc., on its own behalf and on behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. The Court hereby finds that Plaintiff notified the Labor and Workforce Development Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California Labor Code § 2699(*l*). The Court has received no feedback from the LWDA regarding the Settlement.

4. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among the LWDA and the Affected Employees. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined in

1 the Settlement Agreement.

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

5 6. The Court awards attorneys' fees to Plaintiff's Counsel in the total amount of
6 \$_____ (requested up to 1/3 of the Total Settlement Amount or \$38,334.00) and costs
7 to Plaintiff's Counsel in the total amount of \$_____ (requested up to \$6,000). The
8 Attorneys' Fees and Costs are to be paid from the Total Settlement Amount as final payment for
9 and complete satisfaction of any and all attorneys' fees and costs incurred by Plaintiff, and to be
10 incurred by Plaintiff, to prosecute the Action.

11 7. The Court awards Plaintiff a Service Award in the amount of \$_____ (requested up to \$2,000) to be paid from the Total Settlement Amount. Plaintiff submitted a
12 declaration detailing the ways in which she assisted Plaintiff's Counsel in the litigation of the
13 Action, and the award is appropriate in light of the stated purpose of PAGA.

14 8. The Court appoints _____ (requested \$2,500.00) to serve as the
15 Settlement Administrator. The Court concludes that the Settlement Administration Costs in the
16 amount of \$_____ (requested \$2,500.00) are reasonable and necessary to administer the
17 Settlement and shall be paid from the Total Settlement Amount.

18 9. The remaining PAGA Settlement Amount of \$_____ (estimated
19 \$66,166.00) shall be allocated as follows: 75% of the PAGA Settlement Amount, or
20 \$_____ (estimated \$49,624.50), will be paid to the LWDA, and the remaining 25%,
21 or \$_____ (estimated \$16,541.50), will be paid to all Affected Employees pursuant to
22 the calculation set forth in the Settlement Agreement for calculating Individual Settlement
23 Payments.

24 10. Upon the Effective Date, the terms of the Settlement Agreement, and this Order and
25 Judgment, shall be binding on the Parties. Plaintiff and Affected Employees shall be bound by the
26 releases set forth in the Settlement Agreement. Specifically:
27
28

- 1 a. Upon the Effective Date, Plaintiff will be deemed to have provided a Complete and
2 General Release to the Released Parties.
- 3 b. Upon the Effective Date, Plaintiff, on behalf of herself, the State of California, and
4 all Affected Employees, will be deemed to have provided the Released Parties with
5 the PAGA Release.
- 6 c. The releases provided under the settlement shall have *res judicata* effect on Plaintiff,
7 the State of California, and the Affected Employees, as well as their heirs, executors,
8 administrators, successors, and assigns in all pending and future claims, lawsuits, or
9 other proceedings maintained by or on behalf of any such persons, to the extent those
10 claims, lawsuits or other proceedings fall within the scope of claims released as set
11 forth in the Settlement Agreement.

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

25 12. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
26 purposes of supervising the implementation, enforcement, construction, administration, and
27 interpretation of the Settlement Agreement and this Judgment.

1 13. The Court hereby enters judgment of the entire Action, with prejudice, for the reasons
2 set forth above and upon the terms set forth in the Settlement Agreement.

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

4
5 DATED:_____

6 _____
7 HON. JAMES J. DI CESARE
8 JUDGE OF THE SUPERIOR COURT
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28