

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar #290572)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

[egarcia@jcl-lawfirm.com](mailto:egarcia@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

Julieann Alvarado (State Bar #334727)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619)255-9047

Facsimile: (858) 404-9203

[shani@zakaylaw.com](mailto:shani@zakaylaw.com)

[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)

[julieann@zakaylaw.com](mailto:julieann@zakaylaw.com)

Attorneys for Plaintiff ALAHJAH BROWN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN BERNARDINO**

ALAHJAH BROWN, on behalf of the State of  
California, as a private attorney general,

Plaintiffs,

v.

NRI USA, LLC, a California Limited Liability  
Company, and DOES 1 through 50, inclusive,

Defendant.

Case No: CIVSB 2028407

**[PROPOSED] ORDER AND JUDGMENT  
APPROVING PAGA SETTLEMENT**

Hearing Date: July 6, 2022

Hearing Time: 10:00am

Judge: Hon. David Cohn

Dept.: S26

1 Plaintiff ALAHJAH BROWN (“Plaintiff”) has moved for approval of the settlement of  
2 Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”),  
3 pursuant to California Labor Code § 2699(l), against Defendant NRI USA, LLC (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted  
5 in this action and is authorized to act as private attorney generals with respect to the PAGA claims  
6 being released under the terms of the Settlement Agreement and Limited Release (“Settlement  
7 Agreement”). The California Labor Workforce Development Agency was provided with notice of  
8 the settlement and the motion for approval of the settlement via its online process and no objection  
9 has been received to the settlement or the motion from the Labor Workforce Development Agency.  
10 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the Settlement Amount  
11 to be paid as part of the settlement as set forth in the Settlement Agreement which was filed with  
12 the Court. The settlement provides for a Settlement Amount of \$200,000, which includes the Net  
13 PAGA Payment, Plaintiff’s Counsel attorneys’ fees in the amount of \$66,666.67, Plaintiffs’  
14 Counsel litigation expenses in the amount of \$16,000, a Representative Service Award in an amount  
15 of \$10,000, and a Settlement Administrator Fee in an amount not to exceed \$10,000. The Net PAGA  
16 Payment is the amount remaining from the Settlement Sum after the deduction of the Settlement  
17 Administration Fee, Representative Service Award, Plaintiff’s Counsel’s Fee Amount and  
18 Plaintiff’s Counsels’ Cost Amount. The Settlement Administrator will be ILYM Group. The Court  
19 approved the Settlement and the distributions of the Settlement Amount as set forth above.

20 The Court, having reviewed the evidence and papers submitted and argument of counsel,  
21 pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Parties’ motion and approves the  
22 PAGA settlement as set forth in the Settlement Agreement and the Settlement Amount, which shall  
23 be allocated and paid out as set forth in the Settlement Agreement.

24 The “Aggrieved Employees” are defined as “all individuals who were employed by NRI  
25 USA, LLC in a non-exempt position in California from July 31, 2019 to November 30, 2021 or the  
26 date the Court grants approval of the settlement, whichever is earlier.” Upon entry of Judgment  
27 and funding in full of the Settlement by Defendant, the Released Parties shall be entitled to a release  
28 from the State of California and the Plaintiff as to any and all PAGA claims which were asserted in

1 Plaintiff's Complaint and Plaintiff's PAGA notice to the LWDA and Plaintiff's individual wage  
2 claims. ("Released Claims").

3 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry  
4 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and  
5 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for  
6 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with  
7 the distribution of settlement benefits.

8 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**  
9 **ENTERED ACCORDINGLY.**

10  
11 DATED: \_\_\_\_\_, 2022  
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15 THE HONORABLE DAVID COHN  
16 JUDGE OF THE SUPERIOR COURT  
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