

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Lucy Nguyen (SBN 338783)
lucy.nguyen@wilshirelawfirm.com
Conor Gomez (SBN 337395)
conor.gomez@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff Nicolas Lucero
[Additional Counsel listed on the following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

NICOLAS LUCERO, individually, on behalf of
all others similarly situated,

Plaintiff,

v.

NISSHO OF CALIFORNIA, INC., a limited
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2021-00001528-CU-OE-CTL
Consolidated with Case No. 37-2022-
00012006-CU-OE-CTL
Assigned to: Hon. Wendy M. Behan, Dept. C-
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Complaint filed: January 13, 2021
FAC filed: June 21, 2022
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: February 20, 2026
Time: 10:15 a.m.
Dept.: C-66

JAMES HAWKINS, APLC

James R. Hawkins (SBN 192925)

james@jameshawkinsaplc.com

Isandra Fernandez (SBN 220482)

isandra@jameshawkinsaplc.com

Lance Dacre (SBN 190305)

lance@jameshawkinsaplc.com

9880 Research Drive, Suite 200

Irvine, California 92618

Telephone: (949) 387-7200

Facsimile: (949) 387-6676

Attorneys for Plaintiff Julian Mendoza Padilla

1 On or around September 19, 2025, this Court issued an Order Granting Plaintiffs’ Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiffs Nicolas Lucero and Julian Mendoza
3 Padilla (each a “Plaintiff” or “Class Representative”, collectively, the “Plaintiffs” or “Class
4 Representatives”) now seeks an order granting final approval of the Class Action and PAGA
5 Settlement Agreement and Class Notice (the “Settlement” or “Settlement Agreement”) for the
6 amount of \$1,200,000.00 (the “Gross Settlement Amount”) between Plaintiffs and Defendant
7 Nissho of California, Inc. (“Defendant” and together with Plaintiffs, the “Parties”). A true and
8 correct copy of the Settlement Agreement is attached to the Declaration of Alan Wilcox in Support
9 of Plaintiffs’ Motion for Final Approval of Class Action Settlement (the “Class Counsel
10 Declaration”) as **Exhibit 1** submitted concurrently with Plaintiffs’ Motion for Final Approval of
11 Class Action Settlement (the “Motion”).

12 Due and adequate notice having been given to the Settlement Class (as defined below), and
13 the Court having reviewed and considered the Settlement, the Motion, the supporting declarations
14 and exhibits thereto, all papers filed and proceedings had herein, and the absence of any written
15 objections received regarding the Settlement, and having reviewed the record in this action, and good
16 cause appearing therefor,

17 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

18 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
19 Settlement filed in this case (Case No.: 37-2021-00001528-CU-OE-CTL consolidated with Case
20 No. 37-2022-00012006-CU-OE-CTL, hereinafter referred to as the “Action” or “Operative
21 Complaint”).

22 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
23 Settlement Class Members, Defendant, and Apex Class Action (the “Administrator”).

24 3. The Court finds that the Settlement Agreement appears to be fair, just, adequate, and
25 reasonable and therefore meets the requirements for final approval. The Court grants final approval
26 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
27 Agreement.

1 4. The Court finds that the Settlement appears to have been made and entered into in
2 good faith and hereby approves the Settlement subject to the limitations on the requested attorneys’
3 fees of 35% of the Gross Settlement Amount (the “Class Counsel Fees Payment”) and costs of
4 \$38,838.81 (the “Class Counsel Litigation Expenses Payment”) and the \$10,000.00 service award
5 to each Plaintiff (\$20,000.00 total) (the “Class Representative Service Award”) as set forth below.

6 5. Upon Defendant fully funding the Settlement as described in this Agreement, all
7 Participating Settlement Class Members (as defined in the Settlement Agreement), on behalf of
8 themselves and their respective former and present representatives, agents, attorneys, heirs,
9 administrators, successors, and assigns, release Released Parties (as defined in the Settlement
10 Agreement) from all claims that were alleged, or reasonably could have been alleged, based on the
11 Class Period facts stated in the Operative Complaint, including, any and all claims involving any
12 recovery of unpaid minimum wages and unpaid overtime (Cal. Lab. Code §§ 204, 1194, 1194.2,
13 1197, 1198), failure to provide meal and rest periods (Cal. Lab. Code §§ 226.7, 512), failure to
14 provide accurate wage statements (Cal. Lab. Code § 226), failure to pay all wages due at separation
15 (Cal. Lab. Code §§ 201-203), failure to reimburse business expenses (Cal. Lab. Code § 2802), and
16 violation of Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.). Except as set
17 forth in Section 6.3 of the Agreement, Participating Settlement Class Members do not release any
18 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
19 Employment and Housing Act, unemployment insurance, disability, social security, workers’
20 compensation, or claims based on facts occurring outside the Class Period. This release will be
21 deemed effective on the date when Defendant fully funds the entire Gross Settlement Amount and
22 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments.

23 6. Class Period means the period from January 13, 2017 to July 15, 2024.

24 7. Upon Defendant fully funding the Settlement as described in this Agreement, all
25 Allegedly Aggrieved Employees (as defined in the Settlement Agreement) are deemed to release,
26 on behalf of themselves and their respective former and present representatives, agents, attorneys,
27 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
28 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period

facts stated in the Operative Complaint and the PAGA Notice, including any and all claims involving any alleged failure to pay minimum wages or overtime, failure to provide meal and rest periods, failure to provide accurate wage statements, failure to pay all wages due at separation, and failure to reimburse business expenses, including Labor Code sections 201, 202, 203, 210, 216, 223, 225.5, 226, 226.3, 226.7, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 during the PAGA Period. Allegedly Aggrieved Employees only release these claims for the duration of the PAGA Period.

8. PAGA Period means the period from March 30, 2021 to July 15, 2024.

9. Upon final approval of the Settlement by the Court, Participating Settlement Class Members will release the aforementioned claims against all Released Parties.

10. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

11. Solely for purposes of effectuating the Settlement, the Court finally certified the following Settlement Class – all persons currently or formerly directly employed as non-exempt employees in California by Defendant at any time during the Class Period (defined above) who do not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Settlement (each “Class Member(s)” and collectively the “Settlement Class”).

12. No Settlement Class Member has objected to the terms of the Settlement.

13. No Settlement Class Member has requested exclusion from the Settlement.

14. The notice that the Administrator provided to the Settlement Class (the “Class Notice”) conforms with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Settlement Class Members. The Settlement Class Notice fully satisfies the requirements of due process.

1 15. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as
2 defined in the Settlement Agreement), and the methodology used to calculate and pay each
3 Participating Settlement Class Member's Individual Class Payment (as defined in the Settlement
4 Agreement) are fair, just, reasonable and adequate. The Court authorizes the Settlement
5 Administrator to pay the Net Settlement Payments to the Participating Settlement Class Members in
6 accordance with the terms of the Settlement.

7 16. Defendant shall pay the Gross Settlement Amount to resolve this Action and to
8 separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class
9 Payments.

10 17. From the Gross Settlement Amount, the Class Representative Service Awards shall
11 be paid to each Plaintiffs Nicolas Lucero and Julian Mendoza Padilla, for their services as Class
12 Representatives and for their agreement to release their individual claims.

13 18. From the Gross Settlement Amount, \$16,990.00 shall be paid to the Administrator.

14 19. From the Gross Settlement Amount, PAGA Penalties in the amount of \$100,000.00
15 (the "PAGA Penalties") with 75% (\$75,000.00) allocated to the LWDA (the LWDA PAGA
16 Payment") and 25% (\$25,000.00) allocated to the PAGA Members (as defined in the Settlement
17 Agreement) (the "Individual PAGA Payments").

18 20. The Court hereby confirms Benjamin H. Haber, Daniel J. Kramer, Alan Wilcox, Lucy
19 Nguyen and Conor Gomez of Wilshire Law Firm, PLC and James R. Hawkins, Isandra Fernandez,
20 and Lance Dacre of James Hawkins, APLC as "Class Counsel".

21 21. From the Gross Settlement Amount, Class Counsel is awarded the Class Counsel Fees
22 Payment of \$420,000.00 and the Class Counsel Litigation Expenses Payment of \$38,838.81 for their
23 reasonable costs incurred in the Action. These payments shall be distributed to Class Counsel as set
24 forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided
25 to the Settlement Class.

26 22. Without affecting the finality of this Order in any way, and in accordance with C.C.P.
27 § 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and
28

1 enforcement of the Settlement with respect to all Parties to this Action, Class Counsel, and the
2 Administrator.

3 23. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby
4 **GRANTED** and the Court directs that judgment shall be entered in accordance with the terms of this
5 Order.

6 24. _____
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11 **IT IS SO ORDERED.**

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13 DATE:

14 _____
15 Hon. Wendy M. Behan
16 San Diego County Superior Court
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