

1 **PROPOSED ORDER AND JUDGMENT**

2 Having considered the foregoing Stipulation, and good cause appearing therefor,

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

4 1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms  
5 as set forth in the Settlement Agreement attached as Exhibit "A" to the foregoing Stipulation.

6 2. The Settlement is hereby accepted and approved;

7 3. Plaintiff and all Settlement Group Members shall have, by operation of this Final  
8 Order and Judgment, fully, finally, and forever released, relinquished, and discharged the  
9 Released Parties from all Released Claims as follows:

10 **By Plaintiff.** In consideration of the Settlement and her Representative Plaintiff's  
11 Payment, as of the date the Settlement becomes Final, Plaintiff on behalf of  
12 herself and her heirs, successors, agents, and all other related persons or entities  
13 who could assert a claim based on her employment and/or dealings with NFI,  
14 waives and releases any and all claims against Defendant and their parents,  
15 predecessors, successors, subsidiaries, affiliates, trusts, employees, officers,  
16 agents, attorneys, stockholders, fiduciaries, other service providers, and related  
17 persons and entities, and assigns (the "Released Parties"), including but not  
18 limited to the claim and allegations raised in the Action or that could have been  
19 raised in the Action and those arising from or related to Plaintiff's employment  
20 with Defendant (the "Released Claims"). The Released Claims include, but are  
21 not limited to, claims arising under (as amended) Title VII of the Civil Rights Act,  
22 42 U.S.C. section 1981, the Americans with Disabilities Act, the Vocational  
23 Rehabilitation Act, the Worker Adjustment and Retraining Notification Act, the  
24 Fair Labor Standards Act, the Fair Employment and Housing Act, the California  
25 Civil Code, the California Labor Code (including PAGA), and all other federal,  
26 state and local laws regulating employment. The Released Claims include all  
27 claims, whether known or unknown. Thus, even if Plaintiff discovers facts in  
28 addition to or different from those that she now knows or believes to be true with  
respect to the subject matter of the Released Claims, those claims will remain  
released and forever barred. Notwithstanding anything contained herein, the  
Released Claims do not cover any pending workers' compensation claims.

23 **By the Settlement Group Members.** Upon Court approval of the Settlement and  
24 payment by Defendant of all funds due under the terms of this Settlement,  
25 Defendant shall be entitled to a release from the State of California and the Labor  
26 and Workforce Development Agency, as well as from the Aggrieved Employees,  
27 of all claims for Civil Penalties pursuant to Labor Code section 2698 et seq.  
(PAGA) that were pled or could have been pled based on the factual allegations  
in operative First Amended Complaint in the Action and the April 14, 2021  
LWDA letter, including specifically, claims for PAGA penalties arising out of or  
based on alleged: failure to pay minimum wages, failure to pay overtime wages,

1 failure to provide compliant meal periods, failure to provide compliant rest  
2 periods, failure to provide timely wages, failure to provide timely wages upon  
3 separation, failure to provide accurate itemized wage statements, and/or failure to  
4 maintain accurate payroll records. This release includes all claims for civil  
5 penalties arising under the California Labor Code, including but not limited to  
6 Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2,  
7 226.3, 226.7, 432, 510, 512, 558, 1102.5, 1174, 1174(3), 1174.5, 1194, 1197,  
8 1197.1, 1197.5, 1198, 1198.5, 1199, and the applicable Wage Orders of the  
9 Industrial Welfare Commission. The release shall include the Defendant and all  
10 of its parent, subsidiary, affiliated and related companies and entities, as well as  
11 its/their officers, directors, investors, owners, shareholders, employees, partners,  
12 members, agents, and attorneys, and any entities or partnerships with which they  
13 are affiliated, past or present. The Parties agree that upon the Effective Date, the  
14 LWDA, the Aggrieved Employees, and Plaintiff shall be deemed to have, and by  
15 operation of the court's Approval Order and Judgment shall have, released the  
16 Defendant and any Released Parties from any claim for civil penalties arising out  
17 of the Released Claims or specifically enumerated herein;

11 **Waiver of Section 1542.** In granting the release of claims set forth above,  
12 Plaintiff hereby expressly waives the protection of California Civil Code section  
13 1542, which states:

13 **A general release does not extend to claims that the creditor or**  
14 **releasing party does not know or suspect to exist in his or her favor at**  
15 **the time of executing the release and that, if known by him or her,**  
16 **would have materially affected his or her settlement with the debtor**  
17 **or released party.**

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

19 5. The Settlement is not an admission by Defendant as defined below, nor is this Order a  
20 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order,  
21 the Settlement, nor any document referred to herein, nor any action taken to carry out the  
22 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or  
23 liability whatsoever by or against Defendant.

24 6. Defendant shall pay the Settlement Group Members, Plaintiff's Counsel, the Labor  
25 and Workforce Development Agency ("LWDA"), and the Settlement Administrator pursuant to  
26 the terms of the Settlement:

- 27 a. Actual administration costs of up to \$15,000.00, payable to the Settlement  
28 Administrator for administration of the Settlement;

- b. Attorneys' fees to Plaintiff's Counsel in the amount of \$83,325.00;
- c. Reimbursement for actual costs incurred by Plaintiff's Counsel, not to exceed \$20,000.00;
- d. \$7,500 to Plaintiff Ingrid Perez in exchange for a general release; and
- e. The remaining amount to the Net Settlement Amount, which shall be allocated as set forth in Labor Code § 2699(d), with 75% allocated to the LWDA, and the remaining 25% to the Settlement Group Members on a pro-rata basis. The Settlement Administrator will cancel all checks that remain uncashed 60 days from the mailing date and forward such amounts to the California State Controller's Office Unclaimed Property Fund.

7. Defendant shall make and pay the Total Settlement Payment of \$250,000 to the Settlement Administrator for distribution no later than thirty (30) days after the Court approves the Settlement Agreement.

8. The Court hereby confirms Kane Moon, Brett Gunther, and Julie Oh of Moon & Yang, APC as Plaintiff's Counsel.

9. The Court finds that the fees requested by Plaintiff's Counsel of one-third (33 1/3%) of the total settlement amount (\$83,325.00) are reasonable, and the costs requested of up to \$20,000.00 were reasonable and necessary for the prosecution of this action. The Court hereby awards attorney's fees in the amount of \$83,325.00.00 and costs in the amount of \$14,272.23 to Plaintiff's Counsel for their attorney's fees and costs. The payment of fees and costs to Plaintiff's Counsel shall be made in accordance with the terms of the Settlement.

10. The Court approves of the proposed letter attached to the Stipulation as Exhibit D to be sent to PAGA Members along with their respective settlement check.

11. This action is dismissed with prejudice.

12. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten calendar days after entry of the Order and Judgment.

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1           13. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this action,  
2 the Parties, and the Settlement Group Members to the fullest extent necessary to interpret,  
3 enforce, and effectuate the terms and intent of the Settlement and this Order and Judgment.

4 DATED: 09/28/2022



HON. JON R. TAKASUGI

JUDGE OF THE LOS ANGELES  
COUNTY SUPERIOR COURT

Jon R. Takasugi / Judge