

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

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

SHORT TITLE: Oliphant vs. Nordstrom Card Services, Inc.

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

CASE NUMBER:
30-2019-01082991-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Settlement Approval Order and Judgment dated 02/03/23, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on February 6, 2023, at 11:14:59 AM PST. 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:

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CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

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FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

FEB 03 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: D. MIRANDA, DEPUTY

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**

10 JEANIQUE OLIPHANT, as an individual;
11 MONICA LA COMBE, as an individual; and
on behalf of all others similarly situated,

12 Plaintiffs,

13 vs.

14 NORDSTROM CARD SERVICES, INC., a
15 Delaware corporation; and DOES 1 through
50, inclusive,

16 Defendants.
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Case No. 30-2019-01082991-CU-OE-CXC

(Assigned to the Hon. Lon Hurwitz, Dept.
Cx103)

**~~[PROPOSED]~~ SETTLEMENT APPROVAL
ORDER AND JUDGMENT**

Complaint Filed: July 12, 2019
FAC Filed: October 26, 2020
SAC Filed: August 5, 2022

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

3 5. Defendant 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 Plaintiffs' Counsel in the total amount of
7 \$218,591.67, to be allocated as follows: \$54,647.92 to Kesselman Brantly Stockinger LLP;
8 \$54,647.92 to Hyun Legal, APC; \$54,647.92 to Diversity Law Group, P.C.; and \$54,647.92 to
9 Lavi & Ebrahimiian, LLP. The attorneys' fees are to be paid from the Total Settlement Amount as
10 final payment for and complete satisfaction of any and all attorneys' fees incurred by Plaintiffs,
11 and to be incurred by Plaintiffs, to prosecute the above-captioned Actions.

12 7. The Court awards litigation costs to Plaintiffs' Counsel in the total amount of
13 \$14,373.74, allocated as follows: \$2,180.84 to Kesselman Brantly Stockinger LLP; \$376.00 to
14 Hyun Legal, APC; \$223.47 to Diversity Law Group, P.C.; and \$11,593.43 to Lavi & Ebrahimiian,
15 LLP. The litigation costs are to be paid from the Total Settlement Amount as final payment for
16 and complete satisfaction of any and all litigation costs incurred by Plaintiffs, and to be incurred
17 by Plaintiffs, to prosecute the above-captioned Actions.

18 8. The Court awards Plaintiff Oliphant a Service Award in the amount of \$5,000.00
19 and Plaintiff La Combe a Service Award in the amount of \$5,000.00 to be paid from the Total
20 Settlement Amount. Plaintiffs each submitted a declaration detailing the ways in which they
21 assisted Plaintiffs' Counsel in the litigation of the above-captioned Actions, and the award is
22 appropriate in light of Plaintiffs' work on their respective cases and the stated purposes of PAGA.

23 9. The Court appoints Phoenix Settlement Administrators to serve as the Settlement
24 Administrator. The Court concludes that the Settlement Administration Costs in the amount of
25 \$4,750.00 are reasonable and necessary to administer the Settlement and shall be paid from the
26 Total Settlement Amount.

27 10. The remaining Net Settlement Amount of approximately \$408,059.59 shall be
28 allocated as follows: 75% of the Net Settlement Amount, or \$306,044.69, will be paid to the

1 LWDA, and the remaining 25%, or \$102,014.90, will be paid to all PAGA Employees pursuant to
2 the calculation set forth in the Settlement Agreement for calculating Individual Settlement
3 Payments.

4 11. Upon the Effective Date, the terms of the Settlement Agreement, and this Order
5 and Judgment, shall be binding on the Parties. Plaintiffs and PAGA Employees shall be bound by
6 the releases set forth in the Settlement Agreement. Specifically:

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

18 12. Neither this Order and Judgment nor the Settlement Agreement (nor any other
19 document referred to herein, nor any action taken to carry out this Order and Judgment) is, may be
20 construed as, or may be used as, an admission or concession by Defendant or the Released Parties
21 of the validity of any claim asserted by Plaintiffs. The fact that Defendant entered into, and took
22 action to implement, the Settlement shall not be considered as, or be deemed evidence of, an
23 admission or concession of wrongdoing, fault or liability as alleged in the above-captioned
24 Actions. Moreover, the fact that Defendant entered into and/or took action to implement the
25 Settlement shall not be offered or received in evidence in any action or proceeding against
26 Defendant in any court, administrative agency, or other tribunal for any purpose whatsoever,
27 except to enforce the provisions of this Order and Judgment and the Settlement Agreement;
28 provided, however, that this Order and Judgment and the Settlement Agreement may be filed in

1 any action against or by Defendant or the Released Parties to support a defense of *res judicata*,
2 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and
3 credit, or any other theory of claim preclusion, issue preclusion, or similar defense or
4 counterclaim.

5 13. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
6 purposes of supervising the implementation, enforcement, construction, administration, and
7 interpretation of the Settlement Agreement and this Order and Judgment pursuant to California
8 Code of Civil Procedure section 664.6.

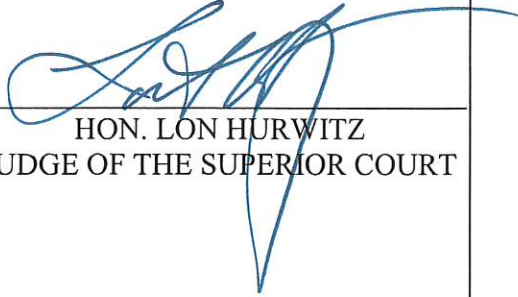
9 14. Within ten (10) days after entry of this Order and Judgment, Plaintiffs shall submit
10 a copy of this Order and Judgment to the LWDA pursuant to California Labor Code section
11 2699(1)(3). Within seven (7) days following Plaintiffs' submission of this Order and Judgment to
12 the LWDA, Plaintiffs' Counsel shall file a declaration confirming that Plaintiffs have complied
13 with California Labor Code section 2699(1)(3).

14 15. The Court hereby sets a final ^{Approval} accounting hearing for December 15, 2023 at 1:30
15 p.m. At least nine (9) court days before the final accounting hearing, Plaintiffs will file and serve
16 the Declaration of the Settlement Administrator attesting that the terms of the Settlement
17 Agreement have been complied with and that the distribution has been completed.

18 16. The Court hereby enters judgment of the entire above-captioned Actions, with
19 prejudice, for the reasons set forth above and upon the terms set forth in the Settlement
20 Agreement.

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

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23 DATED: **FEB 03 2023** _____



HON. LON HURWITZ
JUDGE OF THE SUPERIOR COURT