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Attorneys for Plaintiffs
NOEL MEDINA and RICARDO LARA

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

NOEL MEDINA, individually, and on behalf of
other members of the general public similarly
situated, and on behalf of the other aggrieved
employees pursuant to the California Private
Attorneys General Act; RICARDO LARA,
individually, and on behalf of other members of
the general public similarly situated,

Plaintiffs,

vs.

NATUREWARE, INC., a California corporation;
EUNAH SHIN, an individual; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2021-01215641-CU-OE-CXC
[Related to Case Nos. 30-2021-01211681-CU-
OE-CXC; 30-2021-01217386-CU-OE-CXC]

*Assigned for all purposes to the Honorable Leon
Hurwitz, Dept. CX103*

**NOTICE OF ENTRY OF FINAL
APPROVAL ORDER AND JUDGMENT**

Date: October 4, 2024
Time: 1:30 PM
Dept.: CX103

Complaint Filed: August 9, 2021
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on October 4, 2024, at 1:30 PM in Department CX103 of the
3 above-entitled Court, a hearing was held on Plaintiffs Noel Medina and Ricardo Lara's unopposed
4 Motion for Final Approval of Class Action and PAGA Settlement ("Motion"). S. Emi Minne, Esq. of
5 Parker & Minne, LLP and Yasmin Hosseini of Lawyers for Justice, PC appeared on behalf of Plaintiffs
6 Noel Medina and Ricardo Lara. Chong Roh of Law Offices of Yohan Lee appeared on behalf of
7 Defendant Natureware, Inc. At the hearing, the Court granted Plaintiffs' Motion in its entirety. The
8 Final Approval Order and Judgment was entered on October 8, 2024.

9 A true and correct copy of a Final Approval Order and Judgment entered by the Court on
10 October 8, 2024, is attached hereto as Exhibit 1.

11
12 Dated: October 14, 2024

PARKER & MINNE, LLP

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14 By:



15 S. Emi Minne
16 Attorneys for Plaintiffs
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EXHIBIT 1

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

OCT 08 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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12 Attorneys for Plaintiffs
NOEL MEDINA and RICARDO LARA

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF ORANGE**

16 NOEL MEDINA, individually, and on behalf of
17 other members of the general public similarly
situated, an on behalf of other aggrieved
18 employees pursuant to the California Private
Attorneys General Act; RICARDO LARA,
19 individually and on behalf of other members of
the general public similarly situated,

20 Plaintiffs,

21 vs.

22 NATUREWARE, INC., a California
23 corporation; EUNAH SHIN, an individual; and
DOES 1 through 100, inclusive,

24 Defendants.
25
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27
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Case No.: 30-2021-01215641-CU-OE-CXC
[Related to Case Nos. 30-2021-01211681-CU-
OE-CXC; 30-2021-01217386-CU-OE-CXC]

*Assigned for all purposes to the Honorable Lon
Hurwitz, Dept. CX103*

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: October 4, 2024
Time: 1:30 p.m.
Dept.: CX103

Complaint Filed: August 9, 2021
FAC Filed: June 14, 2022
Trial Date: Not Set

1 Plaintiffs Noel Medina and Ricardo Lara's unopposed Motion for Final Approval of Class
2 Action and PAGA Settlement ("Motion") in the above-captioned matter came for hearing on
3 October 4, 2024, before the Honorable Lon Hurwitz in Department CX103 of the above-entitled
4 Court located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

5 On January 19, 2024, the Court entered an Order Granting Preliminary Approval of Class
6 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
7 the settlement of the above-entitled action in accordance with the Amended Joint Stipulation of
8 Class Action and PAGA Settlement (hereinafter, "Agreement" or "Settlement") attached as
9 Exhibit 2 to the Supplemental Declaration of S. Emi Minne In Support of Plaintiffs' Motion for
10 Preliminary Approval of Class Action and PAGA Settlement (Register of Actions No. 127)
11 which, together with the exhibits thereto, set forth the terms and conditions for settlement of this
12 Action.

13 Due and adequate notice having been given to all Class Members and PAGA-Only
14 Members as required in the Preliminary Approval Order, and the Court having considered the
15 Agreement, Plaintiffs' Motion and all documents submitted in support thereof, all papers filed
16 and proceedings had herein, and otherwise being fully informed and good cause appearing
17 therefore, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

18 1. Pursuant to California law, this Court hereby grants final approval of the
19 Agreement. The Agreement is hereby deemed incorporated into this Final Order and Judgment.
20 All terms used herein shall have the same meaning as defined in the Agreement.

21 2. This Court has jurisdiction over the subject matter of this Action and over all
22 Parties to this Action, including all Class Members.

23 3. The Court finds that the requirements of California Code of Civil Procedure
24 section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to
25 the Class and the Settlement. The Court hereby makes its earlier provisional certification of the
26 Class for settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is
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1 hereby defined to include:

2 All current and former hourly-paid, non-exempt employees of Defendant
3 Natureware, Inc. who were employed by Defendant Natureware, Inc. in the State
4 of California at any time during the period commencing on August 9, 2017, and
5 ending on March 15, 2023, and who have not previously entered into an agreement
6 with Defendants to release the unpaid wage claims alleged in the Action.

7 4. The Court hereby confirms S. Emi Minne and Jill J. Parker of Parker & Minne,
8 LLP and Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh, and Yasmin Hosseini of Lawyers for
9 Justice, PC as Class Counsel in the Action.

10 5. The Court concludes that distribution of the Notice directed to the Class Members
11 as set forth in the Agreement and the other matters set forth therein has been completed in
12 conformity with the Preliminary Approval Order and constituted the best notice practicable under
13 the circumstances. The Court concludes that the Settlement Administrator, Phoenix Class Action
14 Administration Solutions, took all reasonable and necessary steps to locate and notify each Class
15 Member of the Agreement, as required in the Preliminary Approval Order. The notice given to
16 the Class fully and accurately informed the Class of all material elements of the Settlement and
17 their opportunity to object or comment thereon; was the best notice practicable under the
18 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with
19 the laws of the State of California, Federal Rules of Civil Procedure, the United States
20 Constitution, due process, and other applicable law. The notice fairly and adequately described
21 the Settlement and provided Class Members adequate instructions and a variety of means to obtain
22 additional information.

23 6. The Court hereby finds the Agreement was entered into in good faith pursuant to
24 and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set
25 forth in the Preliminary Approval Order, and in the proceedings at the Final Approval hearing,
26 which are adopted and incorporated herein by reference, the Court further finds that Plaintiffs
27 have satisfied the standards and applicable requirements for final approval of this class action
28 settlement under California law, including the provisions of California Code of Civil Procedure

1 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
2 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

3 7. The Court finds that the Settlement is, in all respects, fair, adequate and
4 reasonable, and in the best interests of the Class as a whole. More specifically, the Court finds
5 that the Settlement was reached following meaningful informal discovery and investigation by
6 Class Counsel; that the Settlement is the product of intensive, serious and non-collusive arms-
7 length negotiations between the parties; and that the terms of the Settlement are in all respects
8 fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence
9 presented, including evidence regarding the strength of Plaintiff's claims, Defendant's potential
10 exposure; the risk, expense, complexity, and delay associated with further litigation; the risk of
11 maintaining Plaintiff's claims through class certification, trial, and appeals; the amount offered
12 in the Settlement and the benefit provided to Class Members; the extent of investigation and
13 informal discovery completed; the experience and views of Class Counsel; and the absence of
14 objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby
15 directs that the Settlement be affected in accordance with the Agreement and the terms and
16 conditions set forth in this Judgment.

17 8. A full opportunity has been afforded to Class Members to participate in this
18 hearing, and all persons wishing to be heard have been heard. Accordingly, the Court determines
19 that all Class Members who did not timely and properly request exclusion from the Settlement
20 ("Participating Class Members") are bound by the Settlement and by this Judgment.

21 9. The Court hereby re-affirms its Order dated March 7, 2024, and finds that the
22 following seven (7) potential Class Members for whom the Settlement Administrator was unable
23 to send a Class Notice Packet due to inability to ascertain a mailing address based on the
24 information provided by Defendant Natureware, Inc. are excluded from the Settlement Class:
25 Jiyoung Jang, Hwayoung Lee, Jihae Lee, Manuel Roasa, Gerardo Rodriguez, Eunice Won, and
26 Younghoon Yu.

1 10. The Court hereby finds that there have been zero (0) objections to the Agreement.
2 The deadline for Class Members to submit written objections to the Agreement was May 13, 2024
3 The Court also finds that there were zero (0) objections at the hearing on Final Approval.

4 11. The Court hereby finds that zero (0) Class Members have requested to be excluded
5 from the settlement. Accordingly, 391 Participating Class Members are bound by this Judgment.

6 12. Upon entry of this Judgment and complete remittance of the Gross Settlement
7 Amount and all applicable employer-side payroll taxes by Defendants to the Settlement
8 Administrator, Participating Class Members, shall fully release and discharge Released Parties
9 from all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably
10 could have been alleged based on the facts and claims asserted in the operative complaint in the
11 Action, including the following claims: (1) Violation of California Labor Code §§ 510 and 1198
12 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal
13 Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period
14 Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1. (Unpaid Minimum
15 Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
16 (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7)
17 Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of
18 California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of
19 California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) violations
20 of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194,
21 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802 (“Released Class Claims”). The Released Class
22 Claims are limited to claims arising during the Class Period.

23 13. Upon entry of this Judgment and complete remittance of the Gross Settlement
24 Amount by Defendants to the Settlement Administrator, all PAGA Members, the LWDA, and the
25 State of California shall fully release and discharge the Released Parties from any and all claims
26 for the recovery for civil penalties, attorneys’ fees and costs permissible under PAGA which
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1 Plaintiffs and/or the PAGA Members had, or may claim to have, against Released Parties, arising
2 out of the violations alleged in the Complaint or the LWDA Notice, including failure to pay
3 overtime compensation, failure to pay minimum wages, failure to provide compliant meal and
4 rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at
5 discharge or resignation; failure to timely pay wages during employment; failure to provide
6 complete and accurate wage statements; failure to keep complete and accurate payroll records;
7 failure to reimburse necessary business-related expenses; and violations of Labor Code sections
8 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698,
9 *et seq.*, 2800, and 2802 . The Released PAGA Claims are limited to claims arising during the
10 PAGA Period.

11 14. Upon entry of this Judgment and remittance of the Gross Settlement Amount by
12 Defendants to the Settlement Administrator, in consideration for their Class Representative
13 Enhancement Payment, Plaintiffs Noel Medina and Ricardo Lara, for themselves only, also fully
14 release the Released Parties from any and all Released Claims and also generally release and
15 discharge the Released Parties from any and all claims, demands, obligations, causes of action,
16 rights, or liabilities of any kind which have been or could have been asserted against the Released
17 Parties arising out of or relating to their employment by Defendants, including but not limited to
18 claims for wages, restitution, and penalties. This release specifically includes any and all claims,
19 demands, obligations and/or causes of action for damages, restitution, penalties, interest, and
20 attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way
21 connected with the matters referred to herein, whether or not known or suspected to exist, and
22 whether or not specifically or particularly described herein. Plaintiffs Noel Medina and Ricardo
23 Lara have expressly waived all rights and benefits afforded by California Civil Code Section
24 1542, which provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
28 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.

3 This release specifically excludes claims for unemployment insurance, disability, social
4 security, workers compensation (with the exception of claims arising pursuant to California Labor
5 Code Sections 132(a) and 4553), defamation, and/or any claims arising under the California Fair
6 Employment and Housing Act for discrimination, harassment, retaliation, or wrongful
7 termination.

8 15. The Court finds the settlement payments provided for under the Agreement to be
9 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
10 the Court orders Defendants to fund the Gross Settlement Amount of \$750,000.00 in accordance
11 with the installment schedule set forth in the Agreement. Specifically, within seven (7) calendar
12 days after entry of this Judgment, Defendant shall deposit the first installment payment in the
13 amount of \$375,000.00, plus any employer-side payroll taxes calculated by the Settlement
14 Administrator, into a Qualified Settlement Fund ("QSF") established by the Settlement
15 Administrator ("First Installment Payment"). Defendant shall deposit the second installment
16 payment in the amount of \$375,000.00 into the QSF on or before April 25, 2025 ("Second
17 Installment Payment"). The Settlement Administrator shall distribute these amounts in
18 accordance with the terms of the Agreement.

19 16. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
20 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the
21 amount of \$262,500.00, and awards reimbursement of costs and expenses incurred by Class
22 Counsel in the amount of \$16,644.01 from the Gross Settlement Amount. The award of
23 attorneys' fees and costs is the final payment for and complete satisfaction of any and all
24 attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity
25 related to the Action. The Court further orders that the award of attorneys' fees and costs set
26 forth in this Paragraph shall be administered pursuant to the terms of the Agreement. Any
27 allocation of attorneys' fees and costs between and among Class Counsel shall be made by the
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1 Settlement Administrator pursuant to the separate and independent agreement between Class
2 Counsel.

3 17. The Court hereby approves and orders Class Representative Enhancement
4 Payments in the amount of \$5,000.00 to Plaintiff Noel Medina and \$5,000.00 to Plaintiff Ricardo
5 Lara from the Gross Settlement Amount in accordance with the terms of the Agreement.

6 18. The Court find that the settlement of the Released PAGA Claims for \$75,000.00,
7 which is designated and allocated as penalties under the California Labor Code Private Attorneys
8 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court
9 further approves allocation and payment of the PAGA Penalties as follows: \$56,250.00 (75% of
10 \$75,000.00) to the California Labor Workforce Development Agency, and \$18,750.00 (25% of
11 \$75,000.00) to PAGA Members on a *pro rata* basis as set forth in the Agreement. 100% of the
12 amounts distributed to PAGA Members as penalties under PAGA shall be reported on an IRS
13 Form-1099.

14 19. The Court also hereby approves and orders payment from the Gross Settlement
15 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
16 Phoenix Class Action Administration Solutions, in the amount of \$12,500.00.

17 20. The Court hereby approves and orders payment of Individual Class Payments from
18 the Class Member Settlement Fund to the Participating Class Members on a *pro rata* basis as set
19 forth in the Agreement.

20 21. The Court also hereby approves and orders that any checks distributed from the
21 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
22 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
23 Controller of the State of California to be held pursuant to the Unclaimed Property Law,
24 California Civil Code § 1500, *et seq.* for the benefit of the Class Member or Aggrieved Employee
25 who did not cash their checks until such time that they claim their property, or the property is
26 otherwise disposed of pursuant to the Unclaimed Property Law.

1 22. Provided the Settlement becomes effective under the terms of the Agreement, the
2 Court also hereby orders that the Settlement Administrator distribute the Individual Class
3 Member Payments, Individual PAGA Payments, the Class Representative Enhancement
4 Payment, Class Counsel's Fees and Costs payment, Settlement Administration Costs payment,
5 and PAGA Penalties to the LWDA as follows:

6 a. Within seven (7) calendar days of receipt of the First Installment Payment, the
7 Settlement Administrator shall distribute any available funds in the following
8 order of priority: (1) full payment of Individual Class Payments to Participating
9 Class Members; (2) payment of Individual PAGA Payments to PAGA Members
10 (to the extent there are any funds remaining after all Individual Class Payments are
11 fully paid); and (3) payment of PAGA Penalties to the LWDA (to the extent there
12 are any funds remaining after both Individual Class Payments and Individual
13 PAGA Penalties are fully paid.)

14 i. In the event that the First Installment Payment is insufficient to fully pay
15 all Individual Class Payments, the Settlement Administrator shall distribute
16 pro-rated shares of Individual Class Payments to all Participating Class
17 Members based on the payment ratio set forth in paragraph 64 of the
18 Agreement. Any amounts remaining due for Individual Class Payments
19 after the distribution of funds from the First Installment Payment shall be
20 paid from the Second Installment Payment.

21 ii. In the event that there are sufficient funds from the First Installment
22 Payment to make full payment of all Individual Class Payments, but only
23 partial payment of Individual PAGA Payments, the Settlement
24 Administrator shall distribute prorated shares of Individual PAGA
25 Payments to all PAGA Members based on the payment ratio set forth in
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1 paragraph 66 of the Agreement. Any amounts remaining due for Individual
2 PAGA Payments shall be paid from the Second Installment Payment.

3 b. Within seven (7) calendar days of receipt of the Second Installment Payment, the
4 Settlement Administrator shall issue payments for: (1) any amounts remaining due
5 for Individual Class Payments (if not fully funded through First Installment
6 Payment); (2) any amounts remaining due for Individual PAGA Payments (if not
7 fully funded through the First Installment Payment); (3) any amounts remaining
8 due for PAGA Penalties to the LWDA; (4) Class Representative Enhancement
9 Payments; (5) Settlement Administration Costs; and (6) Class Counsel's Fees and
10 Costs.

11 23. Without affecting the finality of this Judgment, the Court shall retain continuing
12 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
13 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
14 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
15 as provided to the contrary herein, any disputes or controversies arising with or with respect to
16 the interpretation, enforcement, or implementation of the Agreement shall be presented to the
17 Court for resolution.

18 24. A post-approval final accounting hearing shall be held on November 21, 2025 at
19 1:30 p.m. in Dept. CX103 of the above-entitled court, located at 751 West Santa Ana Boulevard,
20 Santa Ana, California 92701. Class Counsel shall submit a final compliance status report by no
21 later than November 7, 2025.

22 25. Notice of this Order and Judgment shall be posted by the Settlement Administrator,
23 Phoenix Class Action Administration Solutions on its website for a period of at least sixty (60)
24 days.

25 26. Plaintiffs shall file and serve formal Notice of Entry of Judgment with the
26 California Labor and Workforce Development Agency (LWDA).
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