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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ARMIDA MARQUEZ, individually, and on
behalf of others similarly situated,

Plaintiff,

vs.

THE NIELSEN COMPANY (US), LLC, and
DOES 1 through 25, inclusive,

Defendant.

Case No23STCV06394

Honorable Timothy Patrick Dillon
Spring Street Department 15

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

Date: March 30, 2026
Time: 10:00 AM
Dept.: 15

Complaint Filed: March 21, 2023
Trial Date: Not Set

1 Plaintiff Armida Marquez’s (“Plaintiff”) Motion for Final Approval of Class Action and
2 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
3 Costs came before this Court on March 30, 2026 at 10:00 AM before the Honorable Timothy Patrick
4 Dillon in Department 15 of the above-captioned Court located at 312 North Spring Street, Los
5 Angeles, California 90012.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Annabel
10 Blanchard), the Class Representative (Armida Marquez), and the Settlement Administrator (Madely
11 Nava of Apex Class Actions), and the evidence and argument received by the Court in conjunction
12 with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents
13 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
14 FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant The Nielsen Company (US), LLC (“Defendant”) (together, with Plaintiff,
17 the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All individuals who are current or former hourly-paid or non-exempt employees of
20 Defendant within the State of California who actively worked for Defendant at any time during the
21 Class Period.” The “Class Period” is defined as the period from March 7, 2022, through August 31,
22 2024.

23 3. The Court appoints Plaintiff Armida Marquez as the Class Representative for
24 settlement purposes only.

25 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle L.
26 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for
27 settlement purposes only.

28 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms

1 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
2 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
3 any other applicable law, and constitutes the best notice practicable under the circumstances, by
4 providing individual notice to all Class Members who could be identified through reasonable effort,
5 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
6 other Class Members. The Class Notice fully satisfied the requirements of due process.

7 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
8 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
9 requirements for final approval of this class action settlement under California law, including the
10 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
11 3.769.

12 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
13 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
14 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
15 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
16 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
17 by or against Defendant or any of the other Released Parties.

18 8. The Court finds that one (1) Class Member, Christine Dominique Lugo-Drewett, has
19 validly and timely opted out of the Class Settlement and no Settlement Class Members have objected
20 to the Class Settlement.

21 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
23 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$1,500.00.

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
25 to Class Counsel in the sum of \$198,000.00 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$16,465.68. The attorneys' fees and reimbursement of litigation costs
27 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
28 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding

1 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
2 obtained for the Class.

3 11. The Court approves and orders payment from the Gross Settlement Amount in the
4 amount of \$6,500.00 to Apex Class Actions for performance of settlement administration services.

5 12. The Court approves and orders payment in the amount of \$37,500.00 to the California
6 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
7 PAGA penalties.

8 13. It is hereby ordered that within fifteen (15) business days after the Effective Date,
9 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
10 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

11 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross
12 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
13 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and
14 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
15 Settlement Administration Costs to itself.

16 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
17 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
18 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
19 distributed by the Settlement Administrator to the California Controller’s Unclaimed Property
20 Division in the name of the Settlement Class Member and/or PAGA Employee.

21 16. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement
22 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
23 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,
24 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
25 alleged or which could have been alleged based on the factual allegations in the Class Complaint,
26 arising during the Class Period, under any federal, state, or local law, and shall specifically include
27 claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal
28 and rest periods and associated premium payments, timely pay wages during employment and upon

1 termination, provide compliant wage statements, and reimburse necessary business-related expenses
2 in violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194,
3 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, and all claims
4 for attorneys' fees and costs and statutory interest in connection therewith, California Business and
5 Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory
6 penalties, pertaining to the Class Members (collectively, "Released Class Claims").

7 17. Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California
8 with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally,
9 and forever released, settled, compromised, relinquished, and discharged the Released Parties of any
10 and all claims arising from any of the factual allegations in the PAGA Complaint or PAGA Letter,
11 arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
12 California Labor Code sections 2698 *et seq.*, including all claims for attorneys' fees and costs related
13 thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal
14 and rest periods and associated premium payments, timely pay wages during employment and upon
15 termination, provide compliant wage statements, maintain complete and accurate payroll records, and
16 reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203,
17 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial
18 Welfare Commission Wage Orders, including *inter alia*, Wage Orders (collectively, "Released PAGA
19 Claims").

20 18. "Released Parties" means Defendant, its affiliates, and each of its and their respective
21 current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates,
22 predecessors, successors, and assigns.

23 19. This Court shall retain jurisdiction with respect to all matters related to the
24 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
25 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
26 Settlement and the determination of all controversies relating thereto.

1 20. Notice of entry of this Order and Judgment shall be given to the Class Members by
2 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
3 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

4 21. A Non-Appearance Case Review re: Final Report is set for
5 _____ at _____ in Department 15 of this Court located at 312
6 North Spring Street, Los Angeles, California 90012. The Settlement Administrator shall file a Final
7 Report by _____.

8 **IT IS SO ORDERED.**

9 Dated: _____

Honorable Timothy Patrick Dillon