

1 **JUSTICE FOR WORKERS, P.C.**

William C. Sung, SB# 280792

2 E-Mail: william@justiceforworkers.com

Tiffany L. Luu, SB# 335127

3 E-Mail: tluu@justiceforworkers.com

9575 Bolsa Avenue

4 Westminster, CA 92683

Tel: 323-922-2000

5 Fax: 323-922-2000

6 Attorneys for Plaintiff DARCY NUBER

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 DARCY NUBER, an individual and on behalf
11 of all others similarly situated;

12 Plaintiff,

13 vs.
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15 FEVER LABS, INC., a Delaware corporation;
and DOES 1 through 50,

16 Defendants.
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Case No.: 23STCV21796

[Assigned for All Purposes to:
Hon. Timothy Patrick Dillon, Dept. 15]

**(PROPOSED) JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND ATTORNEY'S FEES
AND COSTS**

(Filed concurrently with Motion for Final
Approval and Supporting Declarations)

DATE: March 30, 2026

TIME: 10:00 a.m.

DEPT: 15

Action Filed: September 11, 2023

Trial Date: Not Set

1 The Motion of Plaintiff Darcy Nuber (“Plaintiff”) for Final Approval of Class Action and
2 PAGA Settlement, Class Representative Service Payment, and Attorney’s Fees and Costs (“Final
3 Approval Motion”) came on regularly for hearing before this Court pursuant to California Rule of
4 Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action and
5 PAGA Settlement (“Preliminary Approval Order”).

6 Having considered the Parties’ Class Action and PAGA Settlement Agreement
7 (“Settlement” or “Agreement”)¹, and the documents and evidence presented in support thereof, and
8 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
9 prosecution, and the substantial benefits to be received by the Class pursuant to the Settlement, the
10 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate pursuant to
11 California Code of Civil Procedure § 382, and is the product of good faith, arm’s-length
12 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
13 Plaintiff’s Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
15 this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus certifies,
17 for purposes of the Settlement, the following Class: All persons employed by Defendant Fever
18 Labs, Inc. in California from September 11, 2019 to November 5, 2025 (the “Class Period”) and
19 classified as an exempt employee but who did not earn a monthly salary equivalent to no less than
20 two times the State minimum wage for full-time employment.

21 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung
22 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Simpluris, Inc. as the
23 Administrator.

24 4. Notice was provided to Class Members as set forth in the Settlement, which was
25 approved by the Court on November 5, 2025, and the notice process has been completed in
26 conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that
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¹ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 said notice was the best notice practicable under the circumstances, and that individual notice was
2 provided to all Class Members who could be identified through reasonable effort. The Class Notice
3 provided due and adequate notice of the proceedings and matters set forth therein.

4 5. The Court finds that no Class Member objected to the Settlement or opted out of the
5 Settlement, and that the 100% participation rate in the Settlement supports final approval.

6 6. The Court further finds that the Settlement is fair, reasonable, and adequate, and
7 orders the Parties to effectuate the Settlement according to its terms.

8 7. For purposes of settlement only, the Court finds that: (a) the Class Members are
9 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
10 of law or fact common to the Class, and there is a well-defined community of interest among
11 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
12 Representative are typical of the claims of the Settlement Class members; (d) the Class
13 Representative has fairly and adequately protected the interests of the Class; (e) a class action is
14 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
15 Counsel are qualified to serve as counsel for the Class Representative and the Class.

16 8. The Court finds that given the absence of objections to the Settlement, this Judgment
17 and Order shall be considered final as of the date of entry.

18 9. The Court finds that the Individual Class Payments and Individual PAGA Payments,
19 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
20 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the
21 terms of the Settlement.

22 10. The Court orders Defendant to deposit the Gross Settlement Amount of \$365,000.00
23 and employer payroll taxes with the Administrator no later than 30 days after the Effective Date.

24 11. The Court finds that a Class Representative Service Payment in the amount of
25 \$10,000.00 to the Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this
26 payment is fair, reasonable, and adequate, and orders that the Administrator make this payment in
27 conformity with the terms of the Settlement.

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1 12. The Court finds that attorney’s fees in the amount of \$121,666.66 and litigation costs
2 of \$12,004.05 for Class Counsel are fair, reasonable, and adequate in light of the common fund
3 created by the Settlement, and orders that the Administrator distribute these payments to Class
4 Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Administrator shall be paid \$5,058.00 from the Gross
6 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
7 done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce Development
9 Agency (“LWDA”) in the amount of \$26,250.00 for its share of the settlement of Plaintiff’s
10 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
11 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

12 15. The Court orders that any settlement checks shall be negotiable for 180 calendar
13 days from the date of issuance of the check, and that any settlement checks that remain uncashed
14 after one 180 days after they are mailed shall be distributed to the Controller of the State of
15 California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure
16 §§ 1500, *et seq.*, in the name of the Class Member to whom the check was issued.

17 16. “Released Parties” means Defendant and each of their former and present directors,
18 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
19 subsidiaries, affiliates.

20 17. Effective on the date when Defendant fully funds the entire Gross Settlement
21 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
22 Payments, all Participating Class Members, on behalf of themselves and their respective former and
23 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
24 Released Parties from: all claims that were alleged, or reasonably could have been alleged, based on
25 the facts stated in the Operative Complaint, including, (a) any and all claims involving any alleged
26 (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest
27 Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to
28 Reimburse Necessary Business Expenses; and (8) Unfair Competition (“Released Class Claims”).

1 Participating Class Members only release these claims for the duration of the Class Period.

2 18. Effective on the date when Defendant fully funds the entire Gross Settlement
3 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
4 Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their
5 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
6 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
7 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
8 PAGA Notice, including, any and all claims involving any alleged: (1) Minimum Wage Violations;
9 (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage
10 Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse Necessary Business
11 Expenses; and (8) Unfair Competition (“Released PAGA Claims”). Aggrieved Employees only
12 release these claims for the duration of the PAGA Period.

13 19. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
14 notice of this final Judgment and Order to all Participating Class Members by posting on it the
15 Administrator’s website.

16 20. This document shall constitute a final judgment pursuant to California Rule of Court
17 3.769(h), which provides: “If the court approves the settlement agreement after the final approval
18 hearing, the court must make and enter judgment. The judgment must include a provision for the
19 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
20 may not enter an order dismissing the action at the same time as, or after, entry of judgment.”
21 Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
22 Settlement, the Final Approval Order, and this Judgment.

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1 21. The Court sets a Non-Appearence Compliance Hearing for _____ at
2 ____ a.m. in Department 15 of the above-entitled Court. Plaintiff shall file a Final Disbursement
3 Declaration from the Administrator no later than 5 court days before the Compliance Hearing.

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

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6 DATED: _____, 2026

Hon. Timothy Patrick Dillon
Judge of the Superior Court