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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARIBEL ROMAN, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

NONGSHIM AMERICA, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2409449

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

*[Filed with Plaintiffs' Notice of Motion and
Motion for Final Approval, the Declaration of
Kane Moon, the Declaration of Nazo
Koulloukian, the Declaration of Sahag
Majarian II, the Declaration of Paul K. Haines,
the Declaration of Plaintiff Roman, the
Declaration of Plaintiff Marquez, the
Declaration of Plaintiff Bulnes, the Declaration
of Connor Tevenan, and [Proposed] Judgment]*

FINAL APPROVAL HEARING

Date: August 28, 2026

Time: 8:30 a.m.

Dept: S27

Judge: Hon. Thomas S. Garza

Complaint Filed: April 17, 2024

Trial Date: Not Set

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~~PROPOSED~~ FINAL APPROVAL ORDER1

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On April 15, 2026, the Court entered an Order which granted Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification, approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiff Maribel Roman, Plaintiff Aldo Marquez, and Plaintiff Karla Bulnes (collectively, "Plaintiffs") and Defendant Nongshim America, Inc. ("Defendant") (together with Plaintiffs, the "Parties"), in accordance with the Parties' Class and Collective Action and PAGA Settlement Agreement (the "Settlement"). The Settlement is attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement.

The Court now has before it Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, including a motion for payment of the Attorneys' Fees, Litigation Costs, Service Payments, Administration Expenses, and PAGA Payment, and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiffs' Motion for Final Approval, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:

1. The Court, for purposes of this Final Approval Order, refers to all terms and definitions as set forth in the Settlement.

2. Plaintiffs' Motion for Final Approval came before Department S27 of this Court, the Honorable Thomas S. Garza presiding, on August 28, 2026.

3. The Court finds that the Settlement was made and entered into in good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful discovery and

1 investigation conducted by Plaintiffs and their counsels of record (“Class Counsel”); is the result of
2 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
3 meets the requirements for final approval. In so finding, the Court has considered all the evidence
4 presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and
5 complexity of the claims presented; the likely duration of further litigation; the settlement amount
6 offered; the extent of investigation and discovery completed; and the experience and views of Class
7 Counsel. The Court has further considered the absence of any objections and disputes, and the four
8 opt-outs from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs’ Motion for Final
9 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

10 4. The Court certifies, for settlement purposes only, the following class (“Class
11 Members”): all persons who worked for Defendant as a non-exempt, hourly employee in California
12 at any time from August 29, 2022, through August 25, 2024. (Settlement, ¶¶ 1.6, 1.9.)

13 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
14 are still bound by the settlement and release of the PAGA claims or remedies under the Judgment
15 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the
16 Settlement do not apply to the PAGA claims.

17 6. The release of the Released PAGA Claims shall bind the following individuals
18 (“PAGA Members”): all individuals currently or formerly employed by Defendant in California as
19 hourly, non-exempt employees from April 16, 2023, through August 25, 2024. (*Id.* at ¶¶ 1.39, 1.42.)

20 7. The Court finds that Plaintiffs have exhausted all administrative remedies required
21 to bring the PAGA claims asserted in this Action and are authorized to act as private attorneys
22 general with respect to the PAGA claims being released under the Settlement. The Court further
23 finds that pursuant to California Labor Code section 2699(1)(2), the California Labor and Workforce
24 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is
25 therefore bound by this Final Approval Order.

26 8. The deadline to submit a Request for Exclusion or to submit written Objections to the
27 Settlement was July 6, 2026.

28 9. Four Requests for Exclusion were received. Accordingly, these individuals are

1 excluded from the Class, and 1,068 Class Members remain in the Class and are bound by this Final
2 Approval Order and the accompanying Judgment.

3 10. The Court finds that a full opportunity has been afforded to Class Members to object
4 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
5 opportunity to object to the Settlement. No written Objections and Disputes were received, and no
6 Class Members appeared at the Final Approval Hearing to present any Objections and Disputes.

7 11. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
8 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
9 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
10 practicable under the circumstances, by providing individual and adequate notice of the proceedings
11 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
12 requirements of due process and provided the Class Members with adequate instructions and a variety
13 of means to obtain additional information.

14 12. Effective on the date when Defendant fully funds the Gross Settlement Amount and
15 all associated employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
16 the following releases of claims against all Released Parties will take effect: (*Id.* at ¶ 5.)

17 a. "Released Parties" means: Defendant and each of its past, present and future
18 agents, employees, servants, officers, directors, managing agents, members,
19 owners (whether direct or indirect), partners, trustees, representatives,
20 shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors,
21 related companies/corporations and/or partnerships, divisions, assigns,
22 predecessors, successors, insurers, consultants, joint venturers, joint employers,
23 potential and alleged joint employers, temporary staffing agencies (whether direct
24 or indirect), contractors, affiliates, service providers, alter-egos, vendors,
25 affiliated organizations, any person and/or entity with potential or alleged to have
26 joint liability, and all of their respective past, present and future employees,
27 directors, officers, members, owners, agents, representatives, payroll agencies,
28 attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers,

1 and assigns, and any and all persons and/or entities acting under, by, through or
2 in concert with any of them. (*Id.* at ¶ 1.49.)

- 3 b. Plaintiff's Release. As a condition of receiving any portion of the Service
4 Payments, Plaintiffs' and each of Plaintiffs' respective former and present
5 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
6 assigns, release and discharge Released Parties from all claims, transactions, or
7 occurrences, including, but not limited to from all known and unknown claims,
8 transactions, or occurrences under federal, state and/or local law, statute,
9 ordinance, regulation, common law, or other source of law, including but not
10 limited to claims arising from or related to Plaintiff's employment with Defendant
11 and Plaintiffs' compensation while so employed ("Plaintiffs' Release"). (*Id.* at ¶
12 5.1.) Plaintiffs' Release includes all claims that were, or reasonably could have
13 been, alleged, based on the facts contained, in the Action, Operative Complaint,
14 PAGA Notices, or ascertained during the Action; and (b) any other claims, debts,
15 liabilities, demands, damages, obligations, actions and causes of actions, of any
16 nature whatsoever, whether known or unknown, or suspected or unsuspected,
17 arising out of or in connection with their employment with Defendant, the
18 separation of such employment, or any other act, omission or event occurring
19 between the Parties at any time prior to the date the Plaintiffs execute the
20 Settlement. (*Id.*) This General Release includes, without limitation: (1) all claims
21 for violation of any federal, state or local statute, ordinance or regulation relating
22 to employment benefits, leaves of absence, or discrimination, harassment,
23 retaliation, or whistleblowing in employment, specifically including, without
24 limitation, the California Fair Employment and Housing Act, the California
25 Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and
26 Medical Leave Act, the Age Discrimination in Employment Act, the Older
27 Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act,
28 the Americans with Disabilities Act, and the Employee Retirement Income

1 Security Act, the Consolidated Omnibus Budget Reconciliation Act, the
2 Securities Act, the Immigration Reform and Control Act the Worker Adjustment
3 and Retraining Notification Act of 1988, the California Worker Adjustment and
4 Retraining Notification Act, the Uniformed Service Employment and
5 Reemployment Rights Act, and any regulation of any administrative agency or
6 governmental authority relating to employment benefits or discrimination or
7 harassment or retaliation in employment; (2) all claims for unpaid wages,
8 including, but not limited to, failure to pay minimum wages, straight time
9 compensation, overtime compensation, double-time compensation, and interest;
10 the calculation of the regular rate of pay; wages related to alleged illegal time
11 rounding; failure to pay wages at least twice each calendar month; failure to
12 timely pay wages; failure to timely pay final wages; missed/short/late/ interrupted
13 meal period, rest period, and/or recovery period wages/premiums; failure to
14 provide meal periods; failure to authorize and permit rest periods and/or recovery
15 periods; the calculation of meal period, rest period, and/or recovery period
16 premiums; reimbursement for all necessary business expenses; payment for all
17 hours worked, including off-the-clock work; wage statements; deductions; failure
18 to keep accurate records; failure to provide records; failure to provide suitable
19 seating; failure to maintain temperature providing reasonable comfort; unlawful
20 deductions and/or withholdings from wages; unfair business practices; penalties,
21 including, but not limited to, recordkeeping penalties, wage statement and payroll
22 reporting penalties, minimum-wage penalties, and waiting-time penalties; and
23 attorneys' fees and costs. (*Id.*) Plaintiffs' Release includes all claims arising under
24 the California Labor Code (including, but not limited to, sections 200, 201, 201.1,
25 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222,
26 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 247.5,
27 248.5, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175,
28 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 2698

1 *et seq.*, 2699 *et seq.*, 2802, and 2804); all claims arising under: the Wage Orders
2 of the California Industrial Welfare Commission; the California Equal Pay Act of
3 1949; the California Fair Pay Act; the California Private Attorneys General Act
4 of 2004 (PAGA); California Business and Professions Code section 17200, *et*
5 *seq.*; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR
6 §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure § 1021.5;
7 California Code of Civil Procedure § 1281.98; all state and local ordinances
8 related to COVID-19 right of recall; the California common law of contract; the
9 FLSA, 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal
10 common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§
11 1001, *et seq.* (ERISA); (3) any non-statutory tort or contractual claim, including
12 all claims for breach of oral, implied or written contract, breach of implied
13 covenant of good faith and fair dealing, negligent or intentional infliction of
14 emotional distress, conversion, emotional distress, retaliation, punitive damages;
15 (4) all claims for wrongful termination of employment; (5) all claims for lost
16 wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs
17 arising under federal, state, or local laws for discrimination, harassment,
18 retaliation, and wrongful termination, such as, by way of example only, (as
19 amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the
20 Americans with Disabilities Act (ADA), the Age Discrimination in Employment
21 Act (ADEA), as amended by OWBPA, and the California Fair Employment and
22 Housing Act (FEHA). (*Id.*) Plaintiffs' General Release does not extend to any
23 claims or actions to enforce the Settlement, or to any claims for vested benefits,
24 unemployment benefits, disability benefits, social security benefits, workers'
25 compensation benefits that arose at any time. Plaintiffs acknowledge that they
26 may discover facts or law different from, or in addition to, the facts or law that
27 Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs'
28 General Release shall be and remain effective in all respects, notwithstanding

1 such different or additional facts or their discovery of them. (*Id.*)

2 1) Named Plaintiffs' Section 1542 Waiver. For purposes of Plaintiffs'
3 General Release, Named Plaintiffs expressly waive and relinquish the
4 provisions, rights, and benefits, if any, of section 1542 of the California
5 Civil Code, which reads: A general release does not extend to claims
6 that the creditor or releasing party does not know or suspect to exist in
7 his or her favor at the time of executing the release, and that if known
8 by him or her would have materially affected his or her settlement with
9 the debtor or Released Party. (*Id.* at ¶ 5.1.1.)

10 c. Release by Participating Class Members: All Participating Class Members release
11 Released Parties from any and all claims, damages, and penalties asserted in the
12 Action and/or arising from the facts alleged in the Operative Complaint, or that
13 reasonably could have been raised, based on the facts alleged in the Operative
14 Complaint ("Released Class Claims"). (*Id.* at ¶ 5.2.) The Released Class Claims
15 include all claims for unpaid wages, including, but not limited to, failure to pay
16 minimum wages, straight time compensation, overtime compensation, double-
17 time compensation, and interest; the calculation of the regular rate of pay;
18 missed/short/late/interrupted meal period, rest period, and/or recovery period
19 wages/premiums; failure to provide meal periods; failure to authorize and permit
20 rest periods and/or recovery periods; the calculation of meal period, rest period,
21 and/or recovery period premiums; payment for all hours worked, including off-
22 the- clock work; failure to reimburse business expenses; wage statements; failure
23 to keep accurate records; failure to timely pay wages; failure to timely pay final
24 wages; violations of California's paid sick leave laws; failure to provide
25 supplemental paid sick leave; unfair business practices related to the Labor Code
26 violations alleged in the Operative Complaint; penalties, including recordkeeping
27 penalties, wage statement penalties, minimum-wage penalties, and waiting-time
28 penalties; non-compliant wage statements; attorneys' fees and costs associated

1 with recovery of the alleged Labor Code violations alleged in the Operative
2 Complaint; and generally all claims that could have been brought based on the
3 facts alleged in the Operative Complaint arising under: the California Labor Code
4 (including, but not limited to, sections 200, 201, 202, 203, 204, 206, 210, 216,
5 218, 218.5, 218.6, 223, 225.5, 234, 226, 226.3, 226.6, 226.7, 227.3, 233, 234,
6 245-248.7, 432, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2,
7 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, 2810.5); the Wage Orders of the
8 California Industrial Welfare Commission; and the California Business and
9 Professions Code section 17200, *et seq.* (*Id.*) This release excludes the release of
10 claims not permitted by law. (*Id.*)

- 11 d. Release by PAGA Members: All PAGA Members and the LWDA release
12 Released Parties from, and are forever barred from pursuing such against
13 Released Parties for all claims for civil penalties under PAGA that were alleged,
14 or could have been alleged, based on the facts asserted in the PAGA Notices as
15 amended, including but not limited to, claims relating to failure to pay minimum
16 wages, straight time compensation, overtime compensation, double-time
17 compensation, and interest; the calculation of the regular rate of pay;
18 missed/short/late/interrupted meal period, rest period, and/or recovery period
19 wages/premiums; failure to provide meal periods; failure to authorize and permit
20 rest periods and/or recovery periods; the calculation of meal period, rest period,
21 and/or recovery period premiums; payment for all hours worked, including off-
22 the- clock work; failure to reimburse business expenses; wage statements; failure
23 to keep accurate records; failure to timely pay wages; failure to timely pay final
24 wages; violations of California's paid sick leave laws; failure to provide
25 supplemental paid sick leave; and alleged violations of Labor Code sections 200,
26 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 223, 225.5, 234, 226, 226.3,
27 226.6, 226.7, 227.3, 233, 234, 245-248.7, 432, 510, 512, 516, 551, 552, 558,
28 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,

2800, 2802, 2804, 2810.5, 2698, *et seq.* and 2699 *et seq* and IWC Wage Orders 1-2001 and 4-2001 (“Released PAGA Claims”). (*Id.* at ¶ 5.3.) The Released PAGA Claims are limited to the PAGA Period. PAGA Members will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims. (*Id.*)

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

14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA Payments to Participating Class Members and PAGA Members, respectively, are fair and reasonable. Thus, the Court authorizes the Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

15. Defendant shall fully fund the Gross Settlement Amount (\$470,000.00), and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

16. No later than 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Attorneys’ Fees, Litigation Costs, Service Payments, and Administration Expenses.

17. A total amount of \$25,000.00 shall be allocated as the “PAGA Payment,” payable from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as follows: 75% (\$18,750.00) to the LWDA (“the LWDA PAGA Payment”) and 25% (\$6,250.00) to PAGA Members (the “Individual PAGA Payments”).

18. The Court finds Plaintiffs have adequately represented the Class and therefore confirms the appointment of Plaintiffs as the Class Representatives, for settlement purposes only. In addition to any recovery that Plaintiffs are eligible to receive as a Participating Class Member and PAGA Member, the Court approves and orders a service award to Plaintiffs in the amount of \$7,500.00 each (the “Service Payments”), payable from the Gross Settlement Amount, for initiating and providing services in support of the Action, and participation throughout all stages of the

1 litigation, for the risks and duties attendant to their role as the Class Representatives, and for their
2 general release of claims against the Released Parties.

3 19. The Court confirms the appointment of Moon Law Group, PC, Haines Law Group,
4 APC, Koul Law Firm, and Majarian Law Group, APC as Class Counsel, for settlement purposes
5 only, as they are experienced in wage and hour class action litigation, have no apparent conflicts of
6 interest with Plaintiffs, other Class Members, or the Administrator, and have adequately represented
7 Class interests. The Court approves and orders the payments to Class Counsel, payable from the
8 Gross Settlement Amount, of **\$156,666.66** for reasonable attorneys' fees (the "Attorneys' Fees") with
9 50% to Moon Law Group, PC, 12.5% to Koul Law Firm, 12.5% to Majarian Law Group, and 25%
10 to Haines Law Group, PC, and **\$4,748.34** for reimbursement of out-of-pocket costs (the "Litigation
11 Costs"), with \$2,506.72 to Moon Law Group, PC and \$2,241.62 to Haines Law Group, PC. The
12 Court finds that these amounts are reasonable considering the benefits provided to the Class.

13 20. The Court confirms the appointment of Phoenix Class Action Administration
14 Solutions as the Administrator, who has fulfilled its initial notice and reporting duties. The Court
15 approves and orders the payment to the Administrator of **\$14,750.00** ("Administration Expenses"),
16 payable from the Gross Settlement Amount, for settlement administration.

17 21. Pursuant to California Code of Civil Procedure section 384, following the expiration
18 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
19 transmit those amounts to the State of California's Unclaimed Property Division in the name of each
20 Class Member and/or PAGA Member who failed to cash their individual check prior to the void date.

21 22. In accordance with California Rule of Court 3.771(b), notice of the concurrently
22 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
23 on its website for no less than ninety (90) calendar days following entry thereof.

24 23. This Final Approval Order and the concurrently filed Judgment are intended to be a
25 final disposition of the Action in its entirety and are intended to be immediately appealable.

26 24. The obligations set forth in the Settlement are deemed part of this Final Approval
27 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
28 carry out the Settlement according to its terms and provisions.

1 25. Following entry of the concurrently filed Judgment, and without affecting the finality
2 thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil
3 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the
4 Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
5 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
6 by law.

7 26. The Settlement is finally approved but is not an admission by Defendant of the
8 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
9 law. Neither the Settlement nor any related document shall be offered or received in evidence in
10 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
11 necessary to consummate or enforce the Settlement.

12 27. The Court sets a Status Conference Hearing re: Distribution on
13 June 30, 2027 at 8:30^{AM} in Department S27. Class Counsel are ordered to file a
14 final report and declaration by the Administrator regarding settlement distribution no later than
15 June 25, 2027. No appearance will be required at the Status Conference if the
16 Administrator's declaration reports that all the distributions under the Agreement are complete.

17 **IT IS SO ORDERED.**

18 DATE: 8/28/26

19 
THE HON. THOMAS S. GARZA
Judge of the Superior Court, San Bernardino County