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

10
11 EDGAR B. NAVARRO, solely in his
representative capacity under the Private
12 Attorneys General Act of 2004 ("PAGA");
ZUBAN ISIDOR NAVARRETE, as an
13 aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
14 Private Attorneys' General Act of 2004;
ENRIQUE ROCCO as an aggrieved employee
15 and on behalf of all other aggrieved employees
under the Labor Code Private Attorney's General
16 Act of 2004; OMAR RODRIGUEZ solely in his
representative capacity under the Private
17 Attorneys General Act of 2004 ("PAGA"),

18 Plaintiffs,

19 vs.

20 RANDSTAD US, LLC, a limited liability
company; OTS SOLUTIONS, LLC, a limited
21 liability company; NATIONAL
DISTRIBUTION CENTERS, LLC, dba NFI, a
22 limited liability company; NFI MANAGEMENT
SERVICES, LLC, a New Jersey limited liability
23 company NFI INDUSTRIES, INC., an unknown
entity; SIDNEY R. BROWN, an individual;
24 ALVARO MENDOZA, an individual and DOES
1 through 100, inclusive,

25 Defendants.
26
27
28

FILED
Superior Court of California
County of Los Angeles
03/11/2026
David W. Slayton, Executive Officer / Clerk of Court
By: C. Cain Deputy

Case No.: 24STCV27365

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, *ET SEQ.*)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEES,
AND SETTLEMENT ADMINISTRATION
COSTS**

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Attorneys for Plaintiffs ZUBAN ISIDOR NAVARRETE and ENRIQUE ROCCO

1 On March 4, 2026, at 8:30 a.m. this matter came on for a hearing in Department A of the
2 Superior Court of the State of California, for the County of Los Angeles, Compton Courthouse, on
3 Plaintiffs EDGAR B. NAVARRO, OMAR RODRIGUEZ, ZUBAN ISIDOR NAVARRETE and
4 ENRIQUE ROCCO (together, the “Plaintiffs”) Motion for Approval of Private Attorneys General
5 Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and
6 Costs, General Release Fees, and Settlement Administration Costs (“Motion for Approval of
7 Settlement”). The Sentinel Firm and Bibiyan Law Group, P.C. appeared for Plaintiffs and Littler
8 Mendelson, P.C., appeared for Defendants OTS SOLUTIONS, LLC (OTS); NATIONAL
9 DISTRIBUTION CENTERS, LLC (NDC), dba NFI; NFI MANAGEMENT SERVICES, LLC, NFI
10 INDUSTRIES, INC; SIDNEY R. BROWN, and ALVARO MENDOZA and Seyfarth Shaw LLP
11 appeared on behalf of RANDSTAD US, LLC (RANDSTAD)(collectively “Defendants”).

12 On or around July 2025, Plaintiffs and Defendants (together, the “Parties”) executed the
13 Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement
14 Agreement,” or “Agreement”).

15 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
16 Declarations of Plaintiffs’ Counsel Tiffany Hyun and David Bibyan, (3) the Declarations of
17 Plaintiffs Edgar B. Navarro, Omar Rodriguez, Zuban Isidor Navarete and Enrique Rocco, and (4)
18 the Settlement Agreement.

19 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

20 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 21 1. The Motion for Approval of Settlement is granted.
- 22 2. All terms used herein shall have the same meaning defined in the Settlement
23 Agreement.
- 24 3. The Court finds that Plaintiffs have satisfied the prerequisites under the PAGA,
25 including, and not limited to, providing the California Labor and Workforce Development Agency
26 (“LWDA”) and Defendants with notice of the specific provisions of the California Labor Code
27 alleged to have been violated, including, and not limited to, the facts and theories to support the
28 alleged violations, in conformity with California Labor Code § 2699.3(a).

1 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA
2 in conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to
3 intervene or appear in the above-captioned action (the “Action”).

4 5. The Settlement pertains to the following aggrieved employees:

5
6 All persons employed by NDC in California and classified as either a non-exempt employee
7 or as an exempt employee who worked for NDC at any time between January 31, 2022 to
8 the date the Court enters an Order Approving the PAGA Settlement (“NDC Aggrieved
9 Employees”);

10 All persons employed by OTS or its affiliate Eclipse Advantage, LLC (“Eclipse”) who
11 worked at NDC in California as a non-exempt employee at any time between January 31,
12 2022 to the date the Court enters an Order Approving the PAGA Settlement (“OTS
13 Aggrieved Employees”);

14 All persons employed by Randstad in California as a nonexempt employee who worked at
15 NDC at any time between July 24, 2023 to the date the Court enters an Order Approving the
16 PAGA Settlement or the date on which the Escalator Provision is triggered in Paragraph 9,
17 whichever is earlier (“Randstad Aggrieved Employees”).

18 6. Pursuant to Paragraph 9 of the Settlement Agreement, the Defendants have elected
19 to end the PAGA Periods for the NDC Aggrieved Employees, OTS Aggrieved Employees and the
20 Randstad Aggrieved Employees on May 3, 2025. Defendants represent that the election to end the
21 release period May 3, 2025, results in a total of 572,386 PAGA Pay Periods being released by the
22 Settlement Agreement and results in an increase of the Gross Settlement Amount by \$1,876.00.

23 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
24 negotiations.

25 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum
26 allocated for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it
27 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The
28 Net Settlement Amount shall be the Total Settlement Amount less the approved Attorneys’ Fees and
Costs to The Sentinel Firm, APC and Bibiyan Law Group, P.C., (collectively, “Plaintiffs’ Counsel”),
General Release Fees to Plaintiffs, and Settlement Administration Costs to Phoenix Class Action
Administration Solutions (the “PAGA Settlement Administrator”). Sixty-five percent (65%) of the
Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and thirty-five

1 percent (35%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
2 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.
3 Pursuant to Section 9 of the Settlement Agreement, since the total number of PAGA Pay Period
4 being released is 572,386, the Gross Settlement Amount to be paid by Defendants is escalated to
5 \$2,801,876.00.

6 9. The Court has considered the Settlement, and the monetary allocations provided
7 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
8 PAGA Settlement Administrator to administer the Settlement and to make the payments as provided
9 for by, and consistent with, this Order and Judgment and the Settlement Agreement.

10 10. The Court approves PAGA Counsel Litigation Expenses Payment of \$37,401.07 and
11 Attorneys’ Fees of 1/3 of the Gross Settlement Amount (estimated to be \$933,333.33 subject to
12 increase pursuant to the escalator clause) to Plaintiffs’ Counsel for attorneys’ fees. This amount shall
13 be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
14 Judgment and the Settlement Agreement.

15 11. The Court approves payment in the amount of \$12,500.00 to Plaintiffs Navarro,
16 Rodriguez, and Navarrete and approve payment in the amount of \$17,500 to Plaintiff Rocco for their
17 General Release Fees. These amounts shall be paid from the Gross Settlement Amount and shall be
18 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

19 12. The Court approves payment up to the amount of \$33,450 to Phoenix Class Action
20 Administration Solutions for payment of costs and expenses of administration of the Settlement
21 (“Settlement Administration Costs”). This amount shall be paid from the Gross Settlement Amount
22 and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

23 13. The Parties are directed to perform in accordance with the terms set forth in this Order
24 and Judgment and the Settlement Agreement.

25 14. The Court further finds that notice of the Settlement need not be provided to the
26 Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT**
27 **A,**” and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved
28 Employees at the same time that it distributes payments to Aggrieved Employees for their share of

1 the Employees' Portion ("Individual Settlement Share(s)").

2 15. No later than thirty (30) calendar days after the Court's order granting approval of
3 the Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all
4 Aggrieved Employees ("Aggrieved Employee List"), in accordance with this Order and Judgment
5 and the Settlement Agreement.

6 16. Within twenty-one (21) calendar days of the Effective Date, Defendants shall deposit
7 the Gross Settlement Amount into a qualified settlement account established, by the PAGA
8 Settlement Administrator for administration of the Settlement in accordance with this Order and
9 Judgment and the Settlement Agreement.

10 17. No later than twenty-one (21) calendar days after the PAGA Settlement
11 Administrator receives the Aggrieved Employees List and the Total Settlement Amount, the PAGA
12 Settlement Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement
13 Share checks and Cover Letters to all Aggrieved Employees (together, the "PAGA Settlement
14 Package(s)"), the General Release Fees to Plaintiffs, the Settlement Administration Costs to itself
15 (only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees), the
16 Attorneys' Fees and Costs to Plaintiffs' Counsel) unless instructed otherwise by Plaintiffs' Counsel),
17 as provided for by this Order and Judgment and the Settlement Agreement.

18 18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain
19 valid and negotiable for one hundred and eighty (180) calendar days, and thereafter, shall be
20 canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office
21 Unclaimed Property Division in the name of each Aggrieved Employee at issue and in the amount(s)
22 of their respective Individual Settlement Share(s).

23 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
24 Upon the date entry of this Order and Judgment and full funding of the Total Settlement Amount,
25 and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the
26 State of California with respect to Aggrieved Employees, will be deemed to have knowingly and
27 voluntarily released and forever discharged the Released Parties from the Released Claims.

28 20. "Released Parties" National Distribution Centers, LLC; Sidney R. Brown; Alvaro

1 Mendoza; OTS Solutions, LLC; and Randstad US, LLC; and their past, present and future direct or
2 indirect parents, subsidiaries, predecessors, successors, assigns, joint venturers and affiliated
3 companies and entities as well as their past, present, and future owners, officers, shareholders,
4 directors, members, managers, operators, employees, consultants, vendors, partners, affiliates,
5 subsidiaries, shareholders, attorneys, insurers, reinsurers, payroll providers, joint venturers, joint
6 employers, agents, employees, any successors, assigns, and legal representatives, and any individual
7 or entity that could be jointly liable with Defendants.

8 21. “Released Claims” means, to the full extent permitted by law, of and from any and all
9 claims for civil penalties, interest, attorneys’ fees, and other forms of relief available under the Private
10 Attorneys General Act, California Labor Code section 2698, *et seq.* alleged in the Operative Complaint
11 and Plaintiffs’ PAGA Notices or which could have been alleged under the facts and/or allegations
12 pleaded in the Operative Complaint and Plaintiffs’ PAGA Notices, including for, but not limited to,
13 unpaid wages (including minimum, regular, overtime, double time, regular rate, reporting time, sick
14 pay, vacation pay, wages), paid sick leave, untimely payment of final wages, untimely payment of
15 wages during employment, non-compliant meal periods, non-compliant rest periods, non-compliant
16 payment of meal and rest break premiums, non-compliant wage statements, non-compliant
17 maintenance of payroll records, failure to reimburse necessary business expenses, failure to provide a
18 day of rest, failure to furnish records, failure to maintain records, failure to pay vacation pay at
19 separation, failure to provide proper notice, preventing employees from disclosing wages, retaliation
20 for disclosing working conditions and/or violations of law, preventing employees from engaging in
21 lawful conduct during non-work hours and/or reporting wage violations, including, but not limited to,
22 claims based on alleged violation of California Labor Code sections 96, 98.6, 201, 201.3, 202, 203,
23 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 551, 552, 558, 1102.5,
24 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 2100 *et. seq.* 2800, 2802, and
25 2810.5, and IWC Wage Orders Nos. Nos. 1-2001, 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001.

26 22. “PAGA Period” means as to NDC and OTS (and/or its affiliate Eclipse), the period
27 from January 31, 2022 to May 3, 2025; and as to Randstad, the period from July 24, 2023 to May 3,
28 2025.

23. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

24. This Settlement and the terms set forth therein, is not an admission by Defendants or any of the Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants and/or the Released Parties. The entering into or carrying out of this Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the Settlement, the Release by Aggrieved Employees, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in any other proceeding, this Judgment and/or the Settlement, and any other papers and records on file in this Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims by Aggrieved Employees.

25. Each side is to bear its own costs and attorneys' fees, except as provided by the Settlement.

Based on the foregoing and in accordance with the Settlement, IT IS SO ORDERED AND JUDGMENT IS ENTERED ACCORDINGLY.

Date: 03/11/2026



Elizabeth L. Bradley

Judge of the Superior Court

Elizabeth L. Bradley / Judge

EXHIBIT A

<<DATE>>

(TO BE TRANSLATED INTO SPANISH BY THE ADMINISTRATOR)

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

**Re: Payment from Navarro, et. al. v. Randstad US LLC et al.
Los Angeles County Superior Court, Case No. 24STCV27365**

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Navarro, et. al. v. Randstad US LLC, et. al.*, Los Angeles County Superior Court, Case No. 24STCV27365 (“PAGA Action”).

The PAGA Action was filed against Randstad US, LLC; OTS Solutions, LLC; National Distribution Centers, LLC (“NDC”), along with NFI Management Services, LLC, NFI Industries, Inc; Sidney R. Brown, and Alvaro Mendoza (“Defendants”) under the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”). The PAGA Action was brought by four former employees of Defendants, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the PAGA Action was brought.

The Plaintiffs in the PAGA Action claim that Defendants owe civil penalties under PAGA for alleged violations of the California Labor Code. Defendants dispute all of the allegations in the PAGA Action and deny that they engaged in any of the alleged misconduct. In agreeing to enter into this Settlement, Defendants do not admit that they are liable in any way to current or former employees for any violations of the California Labor Code, or for any penalties, and have denied and disputed all of the contentions in the PAGA Action.

The Court has not decided the merits of Plaintiffs’ claims or Defendants’ defenses, but it has approved the Settlement of the representative PAGA claims that the Parties reached. This Settlement covers three groups of employees. First, the Settlement covers all current or former employees of National Distribution Centers, LLC, who were classified as either a non-exempt employee or as an exempt employee and who worked for NDC in California from January 31, 2022 through May 3, 2025. The Settlement also covers all persons employed by OTS Solutions, LLC or its affiliate Eclipse Advantage, LLC (“Eclipse”) who worked at NDC in California as a non-exempt employee at any time from January 31, 2022 through May 3, 2025. Finally, this Settlement covers all current or former non-exempt or hourly employees of employed by Randstad US, LLC in California from July 24, 2023 to May 3, 2025. (Collectively, this group is referred to as the “Aggrieved Employees”). A portion of the civil-penalty Settlement amount goes to the State of California’s Labor and Workforce Development Agency (“LWDA”). Another portion of the civil-penalty Settlement amount goes to the Aggrieved Employees.

Pursuant to the Settlement, enclosed is a check for your share of the Settlement. This check will remain valid for 180 calendar days from the date of issuance. Please note that no deductions

or withholdings have been made from your Settlement payment, and that you are responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 may be issued). If you do not cash your check within 180 calendar days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller, to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Defendants, your decision to cash the check will not affect your employment in any way. You will need to consult the rules of that Fund in order to claim any amounts which are forwarded to the Fund.

While you were not a party to the PAGA Action, you and the State of California are bound by the Settlement that has been approved by the Court, including the release contained in the Settlement, and the corresponding Judgment. The release includes all claims for civil penalties under PAGA that were alleged or could have been alleged in the PAGA Action or in the PAGA Notice submitted to the LWDA in connection with the PAGA Action, including any such claims for attorneys' fees, costs, or interest, for the time period covering January 31, 2022 through May 3, 2025 for NDC or OTS Aggrieved Employees, and July 24, 2023 through May 3, 2025 for Randstad Aggrieved Employees.

If you have further questions about this Settlement, please contact the third-party settlement administrator at: [\[Administrator contact information\]](#).

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