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Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Julie S. Oh (SBN 341157)
Jamie C. Osganian (SBN 357626)
MOON LAW GROUP, P.C.
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
E-mail: joh@moonlawgroup.com
E-mail: josganian@moonlawgroup.com

Attorneys for Plaintiffs

[Additional Counsel on Following Page]

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
AUG 28 2026
BY: Elena Ramos, Deputy

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

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
KOUL LAW FIRM
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010
Telephone: (213) 761-5484
Facsimile:(818) 561-3938

Sahag Majarian, Esq. SBN 146621
Garen Majarian, Esq. SBN 334104
sahag@majarianlawgroup.com
garen@majarianlawgroup.com
MAJARIAN LAW GROUP, APC
18250 Ventura Blvd. Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

Attorneys For Plaintiffs

~~[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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS SO ORDERED.

DATE: 8/28/26

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