

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Monnett De La Torre (State Bar #272884)

Andrea Amaya (State Bar #348080)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

mdelatorre@jcl-lawfirm.com

aamaya@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Facsimile: (858) 404-9203

shani@zakaylaw.com

Attorneys for PLAINTIFFS

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

PARASTOO MABOUDI, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

THE NEIMAN MARCUS GROUP LLC, a
Delaware Limited Liability Company; and DOES
1 through 50, Inclusive;

Defendants.

Case No. 21CV391973

Action Filed: December 15, 2021

**[PROPOSED] ORDER APPROVING
PLAINTIFFS' PAGA ACTION
SETTLEMENT**

Hearing Date: June 26, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner

Department: 19

1 Plaintiffs Parastoo Maboudi and Francesco Masiello, (“Plaintiffs”) with Defendant, The
2 Neiman Marcus Group, LLP (“Defendant”) moved for approval of the proposed settlement of
3 Plaintiffs’ claims for civil penalties under the California Labor Code Private Attorneys General Act
4 (“PAGA”), pursuant to California Labor Code section 2699(l). Plaintiffs seek approval of the
5 settlement, including the Gross Settlement Amount (“GSA”) of \$1,750,000.00. The PAGA
6 Settlement Agreement (the “Settlement Agreement”) provides that a Net Settlement Amount of
7 \$1,118,166.67 shall be paid from the \$1,750,000.00 GSA. The Settlement Agreement also provides
8 that (1) \$583,333.33 be paid to Plaintiffs’ Counsel for payment of attorneys’ fees; (2) Plaintiffs’
9 Counsel’s actual litigation costs incurred be paid to Plaintiffs’ Counsel, up to \$35,000; and (3) an
10 amount not to exceed \$13,500.00 be paid to the Settlement Administrator for the cost of
11 administration of the settlement. The Labor Workforce Development Agency (“LWDA”) was
12 provided with notice of the settlement and the motion via its online process and no objection has been
13 received to the settlement or the motion.

14 Upon entry of final judgment and funding of the Gross Settlement Amount in full, all
15 Aggrieved Employees, Plaintiffs, the LWDA and the State of California shall release the Released
16 PAGA Claims against Defendant and its affiliates, parent companies, subsidiaries, and including but
17 not limited, shareholders, officers, officials, partners, directors, members, owners, servants, exempt,
18 managerial or supervisory employees, employers, agents, contractors, attorneys, insurers,
19 predecessors, representatives, accountants, executors, personal representatives, successors and
20 assigns, past, present, and future, and each and all of their respective officers, partners, directors,
21 members, owners, servants, agents, shareholders, employees, employers, agents, contractors,
22 representatives, executors, personal representatives, accountants, insurers, attorneys, and any
23 employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries,
24 successors, agents and employees of all such plans, predecessors, successors and assigns, past,
25 present, and future, and all persons acting under, by, through, or in concert with any of them
26 (“Released Parties”). The Released PAGA Claims means any claim for civil penalties under the
27 PAGA and all other related remedies available under the PAGA for all allegations, claims, debts,
28 rights, demands, charges, complaints, actions, causes of action, guarantees, interest, costs, expenses,

1 attorneys' fees, damages, obligations or liabilities of any and every kind recoverable under the PAGA,
2 contingent or accrued, that are, were or reasonably could have been alleged or asserted based upon
3 the facts and/or theories alleged in the Lawsuit (including the First Amended Complaint) and/or in
4 any notice provided pursuant to PAGA by Plaintiff Maboudi or Plaintiff Masiello to the LWDA and
5 Defendant (including, without limitation, in Plaintiff Maboudi's October 8, 2021 PAGA notice letter
6 and Plaintiff Masiello's May 24, 2023 PAGA notice letter, respectively), arising out of, based on or
7 related to any violation of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2,
8 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802 and
9 2804 that occurred, arose or accrued at any time during the PAGA Period (October 8, 2020 through
10 October 30, 2023). The release does not include underlying wage and hour claims, claims for
11 wrongful termination, discrimination, unemployment insurance, disability, and workers'
12 compensation, and claims outside the PAGA Period. The Released Claims do not include any claims
13 that cannot be released as a matter of law.

14 Good cause appearing based on the reasons set forth in the motion for approval, the Court
15 hereby GRANTS the motion and approves the PAGA settlement as set forth in the Settlement
16 Agreement and the Net Settlement Amount of \$1,118,166.67, which shall be allocated and paid out
17 as set forth in the Settlement and in accordance with Labor Code section 2699(i).

18 After entry of this Judgment, the Court shall retain jurisdiction to construe, interpret,
19 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to a
20 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
21 connection with the distribution of settlement benefits.

22 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
23 **ENTERED ACCORDINGLY.**

24
25 DATED: _____

26 _____
27 HON. THEODORE C. ZAYNER
28