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HERMILA RIOS, on behalf of herself
7 and all others similarly situated

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 18 2019

BY 
SARBRINA JAMISON, DEPUTY

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

10
11 HERMILA RIOS, on behalf of herself and all
12 others similarly situated,

13 Plaintiffs,

14 v.

15 NONGSHIM AMERICA, INC., a California
16 corporation; and DOES 1 through 100,
inclusive,

17 Defendants.

CASE NO.: CIVDS1807390

[Assigned for all purposes to the Hon. David
Cohn Dept. 26]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

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20 This matter having come before the Court on July 18, 2019 for final fairness hearing
21 pursuant to the Order of this Court dated April 12, 2019 granting preliminary approval
22 (“Preliminary Approval Order”) of the class settlement upon the terms set forth in the Joint
23 Stipulation re: Class Action and Representative Action Settlement (“Settlement Agreement”)
24 submitted in support of Motion for Preliminary Approval of Class Settlement; and due and
25 adequate notice having been given to the Class Members as required in the Preliminary Approval
26 Order and the Court having considered all papers filed and proceedings had herein and otherwise
27 being fully informed and good cause appearing therefor, it is hereby **ORDERED, ADJUDGED**
28 **AND DECREED THAT:**

1 1. The Motion for Final Approval of Class Action Settlement, Enhancement Award
2 and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

3 2. All terms used herein shall have the same meaning as defined in the Settlement
4 Agreement and the addendum thereto.

5 3. This Court has jurisdiction over the subject matter of this litigation and over all
6 Parties to this litigation, including all Class Members.

7 4. Distribution of the Notice of Settlement of Class Action Lawsuit ("Class Notice")
8 directed to the Class Members as set forth in the Settlement Agreement and the other matters set
9 forth herein have been completed in conformity with the Preliminary Approval Order, including
10 individual notice to all Class Members who could be identified through reasonable effort, and was
11 the best notice practicable under the circumstances. This Class Notice provided due and adequate
12 notice of the proceedings and of the matters set forth therein, including the proposed class
13 settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and
14 the Class Notice fully satisfied the requirement of due process.

15 5. No Class Member has validly opted out of the settlement. No Class Member
16 objected to the settlement.

17 6. The Court further finds that the settlement is fair, reasonable and adequate and that
18 plaintiff has satisfied the standards and applicable requirements for final approval of class action
19 settlement under California law, including the provisions of Code of Civil Procedure section 382
20 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
21 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

22 7. This Court hereby approves the class settlement set forth in the Settlement
23 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and
24 directs the parties to effectuate the settlement according to its terms. The Court finds that the
25 settlement has been reached as a result of intensive, serious and non-collusive arm's length
26 negotiations. The Court further finds that the parties have conducted extensive and costly
27 investigation and research and counsel for the parties are able to reasonably evaluate their
28 respective positions. The Court also finds that settlement at this time will avoid additional

1 substantial costs, as well as avoid the delay and risks that would be presented by the further
2 prosecution of this action. The Court has noted the significant benefits to the Class Members
3 under the settlement. The Court also finds that the class is properly certified as a class for
4 settlement purposes only.

5 8. For settlement purposes only, the Court certifies the following class: all current and
6 former non-exempt employees of Defendant in any of Defendant's locations in the State of
7 California at any time during the period from March 28, 2014 through February 17, 2019.

8 9. Plaintiff Hermila Rios ("Plaintiff") and Class Members, except those that have
9 submitted a valid and timely request to be excluded from the Settlement Agreement, waive,
10 release, discharge, and promise never to assert in any forum against Defendant, its past or present
11 parents, subsidiaries, predecessors or successors in interest, affiliated and related companies and
12 parents, or the past or present officers, directors, owners, members, partners, shareholders,
13 investors, agents, or employees of any of them (collectively, the "Released Parties"), any and all
14 claims, rights, demands, liabilities, and causes of action that accrued during the Class Period and
15 arise from the facts or claims litigated in the Action against Defendant, whether known or
16 unknown, contingent or accrued, arising out of services to Defendant, including but not limited to
17 all claims, rights, demands, liabilities, and causes of action based on any state or local wage-and-
18 hour law and including without limitation statutory, constitutional, contractual, or common-law
19 claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages,
20 interest, attorneys' fees, litigation costs, restitution, or equitable relief, including claims based on
21 the following categories of allegations: (i) claims for failure to pay overtime wages (Cal. Lab.
22 Code §§ 510, 1194, 1198); (ii) claims for noncompliant meal periods and/or associated premiums
23 (Cal. Lab. Code §§ 226.7, 512(a)); (iii) claims for noncompliant rest periods and/or associated
24 premiums (Cal. Lab. Code § 226.7); (iv) claims for failure to timely pay wages upon termination
25 of employment and associated waiting time penalties (Cal. Lab. Code §§ 201-203); (v) claims for
26 failure to furnish accurate itemized wage statements (Cal. Lab. Code § 226(a)); (vi) claims for
27 unreimbursed business expenses (Cal. Lab. Code § 2802); (vii) claims for violations of California
28 Business & Professions Code section 17200, *et seq.* arising from the facts alleged in the operative

1 pleading; (viii) claims for civil penalties under Labor Code section 226.3; (ix) claims for violation
2 of Labor Code section 558 arising from the facts alleged in the operative pleading; and (x) claims
3 pursuant to the PAGA (Cal. Lab. Code §§ 2698 *et seq.*) arising from the facts alleged in the
4 operative pleading albeit only for the PAGA Period(collectively, the “Released Claims”).

5 10. Nothing contained in this Settlement Agreement shall be construed or deemed in
6 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of
7 the parties has entered into this Settlement Agreement with the intention to avoid further disputes
8 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
9 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
10 interpret, or enforce its terms.

11 11. The Settlement Agreement provides for a “Gross Settlement Amount” of
12 \$1,080,000.00. From the Gross Settlement Amount individual settlement payments to Class
13 Members, Court approved attorneys' fees and costs, the claims administrative costs, the class
14 representative’s enhancement fee, and payment to the LWDA for PAGA penalties in the amount
15 of \$30,000.00 shall be deducted. The employer's share of taxes imposed on the wage portion of the
16 individual settlement payments shall be provided by Defendant separate and apart from the Gross
17 Settlement Amount. The payment of the settlement funds and the employer’s share of taxes on
18 wages by Defendant, as well as the payment of individual settlement checks to Class Members,
19 will be made as set forth in the Settlement Agreement.

20 12. The Court hereby awards Class Counsel attorneys' fees in the total amount of
21 \$360,000.00 which is one-third of the Gross Settlement Amount and to be deducted therefrom. In
22 addition, the Court awards Class Counsel reimbursement of their costs of \$4,736.62 to be
23 deducted from the Maximum Settlement Amount. Attorneys' fees and costs will be paid by the
24 Claims Administrator from the Gross Settlement Amount as set forth in the Settlement
25 Agreement.

26 13. The Court hereby approves an enhancement fee to Plaintiff in the amount of
27 \$5,000.00. Payment for the enhancement fee will be paid by the Claims Administrator from the
28 Gross Settlement Sum as set forth in the Settlement Agreement.

1 14. The Court hereby approves the claims administrator's fees and cost in the amount
2 of \$16,500.00. The Claims Administrator, CPT Group, Inc., shall be paid the cost of
3 administration of the settlement from the Gross Settlement Sum.

4 15. Except as expressly provided herein, the parties each shall bear all of their own
5 fees and costs in connection with this matter.

6 16. The Court approves the named plaintiff Hermila Rios as class representative.

7 17. The Court approves David Bibiyan, Esq. and Diego Aviles, Esq. of Bibiyan Law
8 Group, P.C. as class counsel.

9 18. The Court approves CPT Group, Inc. as the claims administrator.

10 19. Class Members will have one hundred eighty (180) days from the date of issuance
11 of the check to cash their check. In compliance with Code of Civil Procedure section 384, for any
12 check not cashed after 180 calendar days, the Settlement Administrator will pay over the amount
13 represented by the uncashed check plus interest on that sum at the legal rate of interest from the
14 date of entry of the initial judgment to Legal Aid at Work for use in San Bernardino County.

15 20. The Court finds that class settlement on the terms set forth in the Settlement
16 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
17 the released claims against Defendant.

18 21. Without affecting the finality of the Judgment in any way, this Court hereby
19 retains continuing jurisdiction over the interpretation, implementation and enforcement of the
20 settlement and all orders and judgments entered in connection therewith.

21 22. The Court hereby enters final Judgment in this case in accordance with the terms
22 of the Settlement Agreement, Order Granting Preliminary Approval, and this Order and Judgment
23 Granting Final Approval of Class Action Settlement.

24 23. The Parties are hereby ordered to comply with the terms of the Settlement
25 Agreement.

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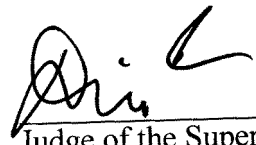
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1 24. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h).

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4 **IT IS SO ORDERED.**

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6 Dated: 7/18, 2019



Judge of the Superior Court
DAVID COHN

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