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Attorneys for Plaintiff PAOLA VILLALVAZO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

PAOLA VILLALVAZO, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

SK MARKET, INC., a California corporation;
ADVANCE FOOD MARKET, INC., a
California corporation; JAY'S MARKET INC.,
a California corporation; and DOES 1 through
50, Inclusive;

Defendants.

Case No: 21STCV39911

Action Filed: October 29, 2021

**[PROPOSED] ORDER GRANTING
PLAINTFFS' MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: February 1, 2024

Time: 8:30 a.m.

Reservation ID: 123666307933

Dept.: 34

Judge: Michael P. Linfield

1 Plaintiff Paola Villalvazo (“Plaintiff”) move for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699(1), against Defendants SK Market, Inc. (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
6 being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”). The
7 California Labor Workforce Development Agency (“LWDA”) was provided with notice of the
8 settlement and the motion for approval of the settlement via its online process and no objection has
9 been received to the settlement or the motion from the LWDA. The Parties seek approval of the
10 settlement of Plaintiff’s PAGA claims and the Gross Settlement Amount to be paid as part of the
11 settlement as set forth in the Settlement Agreement, which was filed with the Court (“PAGA
12 Settlement”). The PAGA Settlement provides for a Gross Settlement Amount in the total sum of
13 \$125,000, which includes the Net Settlement Amount, PAGA Counsel Fees Payment in the amount
14 of \$41,666.67, PAGA Counsel Litigation Expenses Payment in the amount of up to \$20,000 and an
15 Administration Expenses Payment estimated in the amount of \$8,400. The Net Settlement Amount
16 is the amount remaining from the Gross Settlement Amount after the deduction of the
17 Administration Expenses Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation
18 Expenses Payment, and Plaintiff’s Service Award. The Administrator will be Apex Class Action
19 LLC. The sum of any settlement checks not cashed within 180 days, or the extended deadline as
20 provided in the Settlement Agreement, will be transmitted to the Community Law Project in
21 accordance with California Code of Civil Procedure section 384. The Court approved the Gross
22 Settlement Amount and the distributions of the Gross Settlement Amount as set forth above.

23 The Court, having reviewed the evidence and papers submitted and argument of counsel,
24 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties’ motion and approves the
25 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
26 which shall be allocated and paid out as set forth in the Settlement Agreement.

27 The “Aggrieved Employees” are defined as “all current and former non-exempt employees
28 who worked for Defendant and performed work in California during the PAGA Period.” The

1 PAGA Period is August 25, 2020, to September 15, 2023. Upon entry of Judgment and funding in
2 full of the PAGA Settlement by Defendant, Defendant and each of its former and present directors,
3 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
4 subsidiaries, and affiliates (“Released Parties”) shall be entitled to a release from the State of
5 California, the Aggrieved Employees, and Plaintiff as to the following claims: all released PAGA
6 claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA
7 which occurred during the PAGA Period, including but not limited to, claims under Labor Code
8 sections 201,201.3, 202,203,204,210,218.5, 218.6, 226,226.2, 226.3, 226.7, 246, 510, 512,558,
9 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804 and 2698, et seq., California
10 Code of Regulations, Title 8, Section 1 1070(14), the applicable Industrial Welfare Commission
11 Wage Order(s), and any resulting claim for attorneys' fees and costs and expressly excluding all
12 other claims, including claims for vested benefits, wrongful termination, unemployment insurance,
13 disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.
14 (“Released PAGA Claims”).

15 Neither the Settlement Agreement nor the settlement contained therein, nor any act
16 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
17 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
18 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
19 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,
20 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
21 any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from
22 this action in any other action that may be brought against it or them in order to support a defense
23 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
24 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
25 similar defense or counterclaim.

26 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
27 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
28 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for

1 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
2 the distribution of settlement benefits.

3 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
4 **ENTERED ACCORDINGLY.**

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6 DATED: _____, 2024

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9
10 THE HONORABLE MICHAEL P. LINFIELD
JUDGE OF THE SUPERIOR COURT

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