

03/18/2024

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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
PLAINTFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: February 22, 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 First Amended PAGA Settlement Agreement (“Settlement
7 Agreement”). The California Labor Workforce Development Agency (“LWDA”) was provided
8 with notice of the settlement and the motion for approval of the settlement via its online process
9 and no objection has been received to the settlement or the motion from the LWDA. The Parties
10 seek approval of the settlement of Plaintiff’s PAGA claims and the Gross Settlement Amount to be
11 paid as part of the settlement as set forth in the Settlement Agreement, which was filed with the
12 Court (“PAGA Settlement”). The PAGA Settlement provides for a Gross Settlement Amount in
13 the total sum of \$125,000, which includes the Net Settlement Amount, PAGA Counsel Fees
14 Payment in the amount of up to \$30,000, PAGA Counsel Litigation Expenses Payment in the
15 amount of up to \$4,000, a Service Award to Plaintiff in the amount of up to \$5,000, and an
16 Administration Expenses Payment estimated in the amount of up to \$5,000. The Net Settlement
17 Amount is the amount remaining from the Gross Settlement Amount after the deduction of the
18 Administration Expenses Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation
19 Expenses Payment, and Plaintiff’s Service Award. The Administrator will be Apex Class Action
20 LLC. The sum of any settlement checks not cashed within 180 days, or the extended deadline as
21 provided in the Settlement Agreement, will be transmitted to the to the California Controller’s
22 Unclaimed Property Fund in the name of the Aggrieved Employee. The Court approved the Gross
23 Settlement Amount and the distributions of the Gross Settlement Amount as set forth above.

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

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

21 Neither the Settlement Agreement nor the settlement contained therein, nor any act
22 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
23 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
24 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
25 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,
26 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
27 any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from
28 this action in any other action that may be brought against it or them in order to support a defense

1 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
2 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
3 similar defense or counterclaim.

4 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
5 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
6 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
7 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
8 the distribution of settlement benefits.

9 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
10 **ENTERED ACCORDINGLY.**

11
12 DATED: 03/18/2024, ~~2024~~

A handwritten signature in black ink, appearing to read "Michael P. Linfield".

Michael P. Linfield / Judge

THE HONORABLE MICHAEL P. LINFIELD
JUDGE OF THE SUPERIOR COURT