

1 NAZO KOULLOUKIAN, Bar No. 263809  
nazo@koullaw.com  
2 KOUL LAW FIRM  
3435 Wilshire Blvd., Suite 1710  
3 Los Angeles, CA 90010  
Telephone: (213) 761-5484  
4 Fax: (213) 561-3938

5 GAREN MAJARIAN, Bar No. 334104  
garen@majarianlawgroup.com  
6 MAJARIAN LAW GROUP, APC  
18250 Ventura Blvd.  
7 Tarzana, CA 91356  
Telephone: (818) 609-0807  
8 Fax: (818) 609-0892

9 GREGORY N. KARASIK, Bar No. 115834  
greg@karasiklawfirm.com  
10 KARASIK LAW FIRM  
16021 Aiglon St.  
11 Pacific Palisades, CA 90272  
Telephone: (310) 463-9761  
12 Fax: (310) 943-2582

13 Attorneys for Plaintiff  
14 IVANIE MURPHY

15 SUPERIOR COURT OF CALIFORNIA  
16 COUNTY OF LOS ANGELES

17 IVANIE MURPHY, an individual, on  
behalf of himself, all aggrieved employees,  
18 and the State of California as a Private  
Attorney General,

19 Plaintiff,

20 v.

21 NORDSTROM, INC., a Washington  
corporation, and DOES 1-50, inclusive,

22 Defendants.  
23

Case No. 22STCV25014

ASSIGNED FOR ALL PURPOSES TO:  
JUDGE LIA MARTIN, DEPT. 16

**PLAINTIFF'S NOTICE OF MOTION AND  
MOTION FOR SETTLEMENT APPROVAL  
ORDER AND JUDGMENT**

April 3, 2024  
Time: 9:00 a.m.  
Dept: 16

24  
25 Please take notice that on April 3, 2024 at 9:00 a.m., or as soon thereafter as counsel may be  
26 heard, in Department 16 of the Los Angeles Superior Court, located at 111 N. Hill Street, Los Angeles,  
27 California, plaintiff Ivanie Murphy's ("Plaintiff") will and hereby does move for an order approving  
28

1 the Parties' PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") pursuant to  
2 California's Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA").

3 Specifically, Plaintiff moves for an order providing that:

4 1. The Court has jurisdiction over the subject matter of this Action and over all Parties to  
5 the Action.

6 2. This Approval Order incorporates the Settlement Agreement agreed to between  
7 Plaintiff, on behalf of himself, the State of California, and Affected Employees, on the one hand, and  
8 Defendant Nordstrom, Inc. ("Defendant"), on behalf of itself and the Released Parties, on the other  
9 hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning  
10 as defined in the Settlement Agreement.

11 3. The Court hereby finds that Plaintiff notified the Labor and Workforce Development  
12 Agency ("LWDA") of the Settlement at the time he filed his motion for approval of the Settlement in  
13 accordance with the notice requirements of California Labor Code section 2699(i). The Court has  
14 received no feedback from the LWDA regarding the Settlement.

15 4. The Court finds that the Settlement has been reached as a result of serious and non-  
16 collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural  
17 history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among  
18 the LWDA and the Affected Employees. The Court hereby finds the Settlement involves the resolution  
19 of a bona fide dispute, was entered into in good faith, and provides genuine and meaningful relief  
20 under PAGA. The Court therefore approves the Settlement as fair, adequate, and reasonable and  
21 directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement  
22 Agreement.

23 5. Defendant will not be required to pay any additional amounts to settle the Action other  
24 than the Gross Settlement Amount specifically set forth in the Settlement Agreement.

25 6. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel in the total  
26 amount of \$166,666.67, allocated as follows: \$58,333.33 to the Karasik Law Firm; \$54,166.67 to the  
27 Koul Law Firm; and \$54,166.67 to the Majarian Law Group, APC. These attorneys' fees are to be  
28 paid from the Gross Settlement Amount as final payment for and complete satisfaction of any and all

1 attorneys' fees incurred by Plaintiff, and to be incurred by Plaintiff, to prosecute the Action and to  
2 administer the Settlement.

3 7. The Court awards a PAGA Counsel Litigation Expenses Payment to PAGA Counsel  
4 in the total amount of \$11,273.87, allocated as follows: \$410.90 to Karasik Law Firm; \$863.07 to Koul  
5 Law Firm; and \$10,000 to Majarian Law Group, APC. These litigation costs are to be paid from the  
6 Gross Settlement Amount as final payment for and complete satisfaction of any and all litigation costs  
7 incurred by Plaintiff, and to be incurred by Plaintiff, to prosecute the Action and to administer the  
8 Settlement.

9 8. The Court appoints Simpluris to serve as the Administrator. The Court concludes that  
10 an Administration Expenses Payment in the amount of \$15,500 is reasonable and necessary to  
11 administer the Settlement and shall be paid from the Gross Settlement Amount.

12 9. The remaining Net Settlement Amount of \$306,559.36 shall be allocated as follows:  
13 75% of the Net Settlement Amount, or \$229,919.52, will be paid to the LWDA, and the remaining  
14 25%, or \$76,639.84, will be paid to all Affected Employees pursuant to the calculation set forth in the  
15 Settlement Agreement for calculating Individual PAGA Payments.

16 10. Upon the Effective Date, the terms of the Settlement Agreement, this Approval Order,  
17 and this Judgment, shall be binding on the Parties. Plaintiff, the State of California, and Affected  
18 Employees shall be bound by the releases set forth in the Settlement Agreement. Specifically:

- 19 a. Upon the Effective Date, Plaintiff, on behalf of himself, the State of California, and all  
20 Affected Employees, will be deemed to have released the Released Parties from the  
21 Released PAGA Claims.
- 22 b. The releases provided under the Settlement shall have *res judicata* effect on Plaintiff,  
23 the State of California, and the Affected Employees, as well as their heirs, executors,  
24 administrators, successors, and assigns in all pending and future claims, lawsuits, or  
25 other proceedings maintained by or on behalf of any such persons, to the extent those  
26 claims, lawsuits, or other proceedings fall within the scope of claims released as set  
27 forth in the Settlement Agreement.
- 28

1        11. Neither this Approval Order, this Judgment, nor the Settlement Agreement (nor any  
2 other document referred to herein, nor any action taken to carry out this Approval Order and Judgment)  
3 are, may be construed as, or may be used as, an admission or concession by Defendant or the Released  
4 Parties of the validity of any claim asserted by Plaintiff. The fact that Defendant entered into, and took  
5 action to implement, the Settlement shall not be considered as, or be deemed evidence of, an admission  
6 or concession of wrongdoing, fault, or liability as alleged in the Action. Moreover, the fact that  
7 Defendant entered into and/or took action to implement the Settlement shall not be offered or received  
8 in evidence in any action or proceeding against Defendant in any court, administrative agency, or other  
9 tribunal for any purpose whatsoever, except to enforce the provisions of this Approval Order, this  
10 Judgment and the Settlement Agreement; provided, however, that this Approval Order, this Judgment,  
11 and the Settlement Agreement may be filed in any action against or by Defendant or the Released  
12 Parties to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement,  
13 judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue  
14 preclusion, or similar defense or counterclaim.

15        12. The Court reserves exclusive and continuing jurisdiction over the Action for the  
16 purposes of supervising the implementation, enforcement, construction, administration, and  
17 interpretation of the Settlement Agreement and this Approval Order and Judgment pursuant to  
18 California Code of Civil Procedure section 664.6.

19        13. Within ten (10) days after entry of this Approval Order and Judgment, Plaintiff shall  
20 submit a copy of this Approval Order and Judgment to the LWDA pursuant to California Labor Code  
21 section 2699(l)(3). Within seven (7) days following Plaintiff's submission of this Approval Order and  
22 Judgment to the LWDA, PAGA Counsel shall file a declaration confirming that Plaintiff has complied  
23 with California Labor Code section 2699(l)(3).

24        14. The Court hereby enters judgment of the entire Action for the reasons set forth above  
25 and upon the terms set forth in the Settlement Agreement.  
26  
27  
28

1 Plaintiff's motion is made pursuant to Labor Code Section 2699(1)(2) on the grounds that the  
2 PAGA Settlement is fair and reasonable and is based on this Notice; the accompanying  
3 Memorandum of Points and Authorities, Declaration of Gregory N. Karasik, Declaration of Sahag  
4 Majarian, Declaration of Nazo Koullakian, and Declaration of Eric Springer; and upon such any  
5 other matters that may be considered by the Court in connection with the motion.

6 Dated: October 25, 2023

KARASIK LAW FIRM

7  
8 By *s/ Gregory N. Karasik*  
Gregory N. Karasik  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **PROOF OF SERVICE**

2 Murphy v. Nordstrom, Inc.  
3 Los Angeles County Superior Court, Case No. 22STCV25014

4 I am employed in the State of California, County of Los Angeles. I am over the age of  
5 18 and not a party to the within action. My business address is 16021 Aiglon St., Pacific  
6 Palisades, California 90272.

7 I served the document described as **PLAINTIFF'S NOTICE OF MOTION AND**  
8 **MOTION FOR SETTLEMENT APPROVAL ORDER AND JUDGMENT** on the  
9 interested parties in this action listed below or on the attached service list as follows:

|        |                                                                                                                                                                                                                               |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10 [x] | 11 <b>BY E-MAIL:</b> Based on court order or the agreement of the parties to accept service<br>12 by electronic transmission, I caused the documents to be sent to the person(s) at the<br>13 email address(es) listed below. |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

14 **SERVICE LIST**

15 Julie A. Dunne, Esq.  
16 julie.dunne@us.dlapiper.com  
17 Matthew Riley, Esq.  
18 Matthew.riley@us.dlapiper.com  
19 Michelle Fitzmorris  
20 michelle.fitzmorris@us.dlapiper.com  
21 **DLA PIPER LLP (US)**  
22 401 B. Street, Suite 1700  
23 San Diego, CA 92101  
24 Telephone: (619) 699-270  
25 Facsimile: (619) 699-2701

26 Attorneys for Defendant

Nazo Koulloukian  
nazo@koullaw.com  
KOU L. LAW FIRM  
3435 Wilshire Blvd., Suite 1710  
Los Angeles, CA 90010  
Telephone: (213) 761-5484  
Fax: (213) 561-3938

Sahag Majarian  
sahagii@aol.com  
Garen Majarian  
garen@majarianlawgroup.com  
MAJARIAN LAW GROUP, APC  
18250 Ventura Blvd.  
Tarzana, CA 91356  
Telephone: (818) 609-0807  
Fax: (818) 609-0892

Attorneys for Plaintiff

27 I declare under penalty of perjury under the laws of the State of California that the  
28 foregoing is true and correct. Executed on October 25, 2023 at Pacific Palisades, California.

29   
30 Gregory N. Karasik