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13 Attorneys for Plaintiff
 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.

Case No. 22STCV25014

ASSIGNED FOR ALL PURPOSES TO:
 JUDGE LIA MARTIN, DEPT. ~~16~~ 3

~~Proposed~~ SETTLEMENT APPROVAL
 ORDER AND JUDGMENT

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

23
 24 This matter came before this Court on Plaintiff Ivanie Murphy's ("Plaintiff") motion for
 25 approval of the Parties' PAGA Settlement Agreement ("Settlement" or "Settlement Agreement")
 26 pursuant to California's Private Attorneys General Act, California Labor Code § 2698 *et seq.*
 27 ("PAGA"). The Court, having considered the Settlement, the papers filed in support of the motion,
 28 and the arguments of counsel, has determined that the Settlement provides genuine and meaningful

1 relief under PAGA and is fair, adequate, and reasonable. Therefore, the Court hereby ORDERS,
2 ADJUDGES, AND DECREES AS FOLLOWS:

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

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

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

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

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

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

1 Settlement.

2 7. The Court awards a PAGA Counsel Litigation Expenses Payment to PAGA Counsel
3 in the total amount of \$11,273.97, allocated as follows: \$410.90 to Karasik Law Firm; \$788.07 to
4 Koul Law Firm; and \$10,000 to the Majarian Law Group, APC. These litigation costs are to be paid
5 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all
6 litigation costs incurred by Plaintiff, and to be incurred by Plaintiff, to prosecute the Action and to
7 administer the Settlement.

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

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

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

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

27 11. Neither this Approval Order, this Judgment, nor the Settlement Agreement (nor any
28 other document referred to herein, nor any action taken to carry out this Approval Order and Judgment)

1 are, may be construed as, or may be used as, an admission or concession by Defendant or the Released
2 Parties of the validity of any claim asserted by Plaintiff. The fact that Defendant entered into, and took
3 action to implement, the Settlement shall not be considered as, or be deemed evidence of, an admission
4 or concession of wrongdoing, fault, or liability as alleged in the Action. Moreover, the fact that
5 Defendant entered into and/or took action to implement the Settlement shall not be offered or received
6 in evidence in any action or proceeding against Defendant in any court, administrative agency, or other
7 tribunal for any purpose whatsoever, except to enforce the provisions of this Approval Order, this
8 Judgment and the Settlement Agreement; provided, however, that this Approval Order, this Judgment,
9 and the Settlement Agreement may be filed in any action against or by Defendant or the Released
10 Parties to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement,
11 judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue
12 preclusion, or similar defense or counterclaim.

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

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

22 14. The Court hereby enters judgment of the entire Action for the reasons set forth above
23 and upon the terms set forth in the Settlement Agreement.

24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

25
26 DATED: 04/03/2024



27 **Lia Martin**
HON. LIA MARTIN
JUDGE OF THE SUPERIOR COURT
28 Lia Martin / Judge

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 **[proposed] SETTLEMENT APPROVAL**
8 **ORDER AND JUDGMENT** on the interested parties in this action listed below or on the
9 attached service list as follows:

10 ☒ **BY E-MAIL:** Based on court order or the agreement of the parties to accept service
11 by electronic transmission, I caused the documents to be sent to the person(s) at the
12 email address(es) listed below.

13 **SERVICE LIST**

14 Julie A. Dunne, Esq.
15 julie.dunne@us.dlapiper.com
16 Matthew Riley, Esq.
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18 Michelle Fitzmorris
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20 **DLA PIPER LLP (US)**
21 401 B. Street, Suite 1700
22 San Diego, CA 92101
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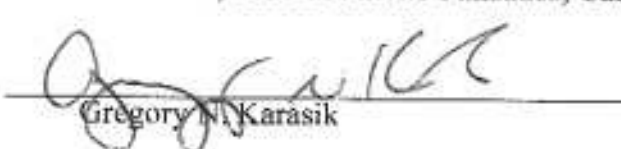
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Attorneys for Plaintiff

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

28 
Gregory N. Karasik