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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **IN AND FOR THE COUNTY OF ALAMEDA**
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10 CHRISTOPHER RAMIREZ on behalf of
11 himself, all others similarly situated, and
12 on behalf of the general public,

13 Plaintiffs,

14 v.

15 NABIFIVE, LLC; and DOES 1-100,

16 Defendants.
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Case No. 24CV061745

*[Assigned for All Purposes to the
Honorable Michael Markman; Dept. 23]*

**AMENDED [PROPOSED] ORDER
GRANTING PLAINTIFF CHRISTOPHER
RAMIREZ'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT; JUDGMENT**

Date: ~~September 25~~October 21, 2025

Time: 10:00 a.m.

Reservation No.: 692066974542

Complaint Filed: January 29, 2024

Trial Date: None Set

1 **ORDER**

2 WHEREAS, this action is pending before this Court as an alleged representative action
3 under the Private Attorneys General Act of 2004 (the "Action"); and

4 WHEREAS, the Court has considered the motion by Plaintiff Christopher Ramirez
5 ("Plaintiff") for approval of the Parties' settlement in accordance with the Parties' Joint Stipulation
6 and Settlement Agreement (the "Settlement Agreement") and Addendum to Joint Stipulation and
7 Settlement Agreement (the "Addendum to Settlement Agreement"). The Court understands that
8 the Settlement Agreement sets forth the terms and conditions for a proposed settlement and
9 dismissal of the Action with prejudice. Based on a review of the submissions by the Parties, and
10 good cause appearing;

11 NOW, THEREFORE, IT IS HEREBY ORDERED:

12 1. All terms used in the Settlement Agreement shall have the same meaning as defined
13 therein.

14 2. The Court finds the Parties' settlement is "fair, reasonable, and adequate in view of
15 PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize
16 enforcement of state labor laws." *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 72.

17 3. Compensation to the Labor and Workforce Development Agency (LWDA) and the
18 Aggrieved Employees shall be affected pursuant to the terms of the Settlement Agreement.

19 4. The Aggrieved Employees are defined as follows: All hourly non-exempt
20 employees who worked for Defendant in California at any time from November 20, 2022, to
21 August 8, 2025.

22 5. The Court hereby approves of the payment of attorneys' fees to Plaintiff's Counsel
23 in the sum of ~~359,370~~ \$326,700, or ~~303~~ % of the Gross Settlement Amount. The Court finds this
24 amount to be a reasonable result in light of the quality of the result obtained, the work performed
25 by counsel, and the estimated lodestar.

26 6. The Court hereby approves the payment of litigation costs to Plaintiff's Counsel in
27 the amount of \$19,009.01, representing the full amount sought.

28 7. The Court hereby approves of the PAGA Representative Payment of ~~107,500~~ to

1 Plaintiff Christopher Ramirez.

2 8. The Court hereby approves of the payment in the amount of \$4,450 to ILYM
3 Group, Inc., for performance of its settlement administration services.

4 9. Taking the above distributions into account, from the Gross Settlement Amount of
5 \$1,089,000, ~~\$696,170.99~~ \$731,340.99 remains to be distributed as provided under PAGA. This
6 amount shall be allocated 75% to the LWDA and 25% to the Aggrieved Employees. Therefore,
7 the LWDA will receive \$548,505.74 and \$182,835.25 is left for distribution to Aggrieved
8 Employees.

9 9-10. The Court finds that these revised amounts reflect and comply with the directives
10 contained in the Court's September 24, 2025 Tentative Ruling.

11 ~~10-11.~~ The Court approves of the notice attached to the Settlement Agreement as Exhibit
12 A. The Court orders that this notice be mailed out to Aggrieved Employees with their settlement
13 checks.

14 ~~11-12.~~ Upon entry of this Order, all claims in the lawsuit shall be and are hereby dismissed
15 with prejudice. Moreover, the LWDA and each and every Aggrieved Employee, including
16 Plaintiff, shall be deemed and are deemed to have conclusively released and forever discharged
17 the Released Parties from the Released Claims, as defined in the Settlement Agreement, and are
18 permanently barred and enjoined from the institution or prosecution of all Released Claims
19 against the Released Parties.

20 ~~12-13.~~ Neither the settlement, nor any terms set forth in the Settlement Agreement or
21 Addendum to Settlement Agreement, are an admission of liability or any wrongdoing by the
22 Releasees, nor is the Court's Order a finding of the validity of any claims in the lawsuit or of any
23 wrongdoing by the Releasees.

24 ~~13-14.~~ This Order is intended to be a final disposition of the lawsuit in its entirety and is
25 intended to be immediately appealable.

26 ~~14-15.~~ The Court shall retain jurisdiction under Code of Civil Procedure section 664.6 with
27 respect to all matters related to the administration and consummation of the settlement.

28 ~~15.~~ The Court also orders that the Settlement Administrator hold in an interest-bearing

1 account 10% of the attorneys' fees, pending the submission and approval of a final compliance
2 status report after completion of the distribution process. A final compliance hearing will be set
3 for _____ at __:____.m. A compliance status report must be
4 filed at least 5 court days prior to the compliance hearing.

5 _____ ///

6 16. _____ ///

7 **JUDGMENT**

8 ~~16-17.~~ The Court hereby enters final judgment in this Action in accordance with terms of
9 the Settlement Agreement and the Order Granting Plaintiff's Motion for Approval of PAGA
10 Settlement ("Final Order"). All terms used herein shall have the same meaning as defined in the
11 Settlement Agreement.

12 ~~17-18.~~ Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff and all
13 Aggrieved Employees the LWDA, shall have by operation of the Final Order and this Judgment,
14 fully, finally and forever released, relinquished, and discharged the Released Parties from the
15 Released Claims as those terms are respectively defined in the Settlement Agreement and
16 Addendum to Settlement Agreement, and are forever barred and enjoined from prosecuting such
17 released claims against the Releasees.

18 ~~18-19.~~ Without affecting the finality of the Final Order and/or this Judgment, pursuant to
19 California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of
20 Court, the Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiff,
21 Aggrieved Employees, and Defendant for the purposes of supervising the implementation,
22 enforcement, construction, and interpretation of the Settlement Agreement, Final Order, and
23 Judgment.

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25 Dated: _____

Honorable Michael Markman

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