

FILED
ALAMEDA COUNTY

OCT 21 2025

CLERK OF THE SUPERIOR COURT
By Pam Williams
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

CHRISTOPHER RAMIREZ on behalf of
himself, all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

NABIFIVE, LLC; and DOES 1-100,

Defendants.

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: October 21, 2025

Time: 10:00 a.m.

Reservation No.: 692066974542

Complaint Filed: January 29, 2024

Trial Date: None Set

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, \$731,340.99 remains to be distributed as provided under PAGA. This amount shall
6 be allocated 75% to the LWDA and 25% to the Aggrieved Employees. Therefore, the LWDA
7 will receive \$548,505.74 and \$182,835.25 is left for distribution to Aggrieved Employees.

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

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

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

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

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

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

27 16. The Court also orders that the Settlement Administrator hold in an interest-bearing
28 account 10% of the attorneys' fees, pending the submission and approval of a final compliance

1 status report after completion of the distribution process. A final compliance hearing will be set
2 for FEBRUARY 10, 2027 at 1:30 P.m. A compliance status report must be
3 filed at least 5 court days prior to the compliance hearing.

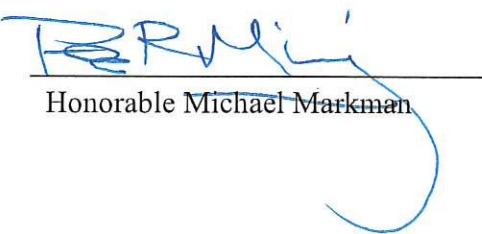
4 **JUDGMENT**

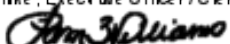
5 17. The Court hereby enters final judgment in this Action in accordance with terms of
6 the Settlement Agreement and the Order Granting Plaintiff's Motion for Approval of PAGA
7 Settlement ("Final Order"). All terms used herein shall have the same meaning as defined in the
8 Settlement Agreement.

9 18. Upon the Effective Date, as defined in the Settlement Agreement, the LWDA shall
10 have by operation of the Final Order and this Judgment, fully, finally and forever released,
11 relinquished, and discharged the Released Parties from the Released Claims as those terms are
12 respectively defined in the Settlement Agreement and Addendum to Settlement Agreement, and
13 are forever barred and enjoined from prosecuting such released claims against the Releasees.

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

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21 Dated: Oct 21, 2025

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Honorable Michael Markman

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 11/06/2025
PLAINTIFF/PETITIONER: Christopher Ramirez	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Nabifive LLC	P. Drummer-Williams
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV061745

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Amended Order Granting Plaintiff Christopher Ramirez's Motion for Approval of PAGA Settlement; Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

David Mara
Mara Law Firm, PC
dmara@maralawfirm.com

MATTHEW WAYNE
GORDON REES SCULLY MANSUKHANI, LLP
mwayne@grsm.com

Dated: 11/06/2025

Chad Finke, Executive Officer / Clerk of the Court

By:



P. Drummer-Williams, Deputy Clerk