

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**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]*

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

Date: September 25, 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”). The Court understands that the
7 Settlement Agreement sets forth the terms and conditions for a proposed settlement and dismissal
8 of the Action with prejudice. Based on a review of the submissions by the Parties, and good cause
9 appearing;

10 NOW, THEREFORE, IT IS HEREBY ORDERED:

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

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

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

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

21 5. The Court hereby approves of the payment of attorneys’ fees to Plaintiff’s Counsel
22 in the sum of 359,370, or 33% of the Gross Settlement Amount. The Court finds this amount to
23 be a reasonable result in light of the quality of the result obtained, the work performed by counsel,
24 and the estimated lodestar.

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

27 7. The Court hereby approves of the PAGA Representative Payment of \$10,000 to
28 Plaintiff Christopher Ramirez.

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

3 9. Taking the above distributions into account, from the Gross Settlement Amount of
4 \$1,089,000; \$696,170.99 remains to be distributed as provided under PAGA. This amount shall
5 be allocated 75% to the LWDA and 25% to the Aggrieved Employees.

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

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

15 12. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an
16 admission of liability or any wrongdoing by the Releasees, nor is the Court's Order a finding of
17 the validity of any claims in the lawsuit or of any wrongdoing by the Releasees.

18 13. This Order is intended to be a final disposition of the lawsuit in its entirety and is
19 intended to be immediately appealable.

20 14. The Court shall retain jurisdiction with respect to all matters related to the
21 administration and consummation of the settlement.

22 15. The Court also orders that the Settlement Administrator hold in an interest-bearing
23 account 10% of the attorneys' fees, pending the submission and approval of a final compliance
24 status report after completion of the distribution process. A final compliance hearing will be set
25 for _____ at __:____.m. A compliance status report must be
26 filed at least 5 court days prior to the compliance hearing.

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JUDGMENT

16. The Court hereby enters final judgment in this Action in accordance with terms of the Settlement Agreement and the Order Granting Plaintiff’s Motion for Approval of PAGA Settlement (“Final Order”). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

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

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

Dated: _____
Honorable Michael Markman