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5 Telephone: (619) 234-2833
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7 Attorneys for Plaintiff CHRISTOPHER RAMIREZ, on behalf of himself,
all others similarly situated, and on behalf of the general public
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF ALAMEDA**

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

14 Plaintiffs,

15 v.

16 NABIFIVE, LLC; and DOES 1-100,

17 Defendants.
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Case No. 24CV061745

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

**CORRECTED DECLARATION OF JILL
VECCHI, ESQ., IN SUPPORT PLAINTIFF
CHRISTOPHER RAMIREZ'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Date: October 21, 2025

Time: 10:00 a.m.

Reservation No.: 692066974542

Complaint Filed: January 29, 2024

1 I, JILL VECCHI, declare as follows:

- 2 1. I am a partner at Mara Law Firm, PC and counsel of record for Plaintiff and the putative class
3 in this matter. I am duly admitted to practice before all the courts of the state of California. The
4 following facts are within my personal knowledge and, if called to testify, I could and would
5 competently testify thereto.
- 6 2. I reviewed the Court's tentative ruling on Plaintiff's Motion for Approval of PAGA
7 Settlement.
- 8 3. Based upon the Court's tentative ruling, the Parties have entered into an Addendum to Joint
9 Stipulation and Settlement Agreement. A redlined version of the portions of the settlement
10 agreement that have been revised are attached as Exhibit A. A signed version of the
11 Addendum is attached as Exhibit B.
- 12 4. In addition, the Parties revised the Notice of Settlement ("Notice"). A redlined version of the
13 Notice is attached as Exhibit C. A clean version of the Notice is attached as Exhibit D.
- 14 5. The Parties also revised the proposed order. A redlined version of the proposed order is
15 attached hereto as Exhibit E. A clean version is being filed in conjunction with this
16 declaration.
- 17 6. This declaration is being uploaded to the LWDA at the same time it is being filed with the
18 Court. A confirmation of this upload is attached as Exhibit F.

19 I hereby declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct.

21
22 Date: October 15, 2025

MARA LAW FIRM, PC

23
24 By: 
25 David Mara
26 Jill Vecchi
27 Attorneys for Plaintiff CHRISTOPHER RAMIREZ
28

Exhibit *A*

ADDENDUM TO JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to approval by the Court, this Addendum to the Parties' Joint Stipulation and Settlement Agreement is between Plaintiff Christopher Ramirez ("Plaintiff") on behalf of himself, all others similarly situated, and on behalf of the general public and Defendant Nabifive, LLC ("Nabifive" or "Defendant") (collectively referred to as the "Parties").

I. AMENDMENT TO SETTLEMENT AGREEMENT

- A. Section I, Paragraph Y entitled "Released Claims" shall be amended to read as follows:

Released Claims: The LWDA shall fully release and discharge Defendant and the Released Parties from any and all claims for civil penalties under PAGA that were alleged in, and arise from the facts and theories stated in, the PAGA Notice submitted by Plaintiff to the LWDA. The release shall be for the PAGA Period. This release is made solely by the California Labor and Workforce Development Agency through its proxy, Plaintiff Christopher Ramirez, and is limited to civil penalties recoverable under Labor Code section 2699. It does not extend to individual claims outside the scope of the PAGA Notice.

Deleted: Each PAGA Aggrieved Employee

Deleted: or could have been alleged based on the claims, facts, and/or allegations contained in operative Complaint and in

Deleted: LDWA

- B. Section III, Paragraph E(7)(b) entitled "Uncashed Checks" shall be amended to read as follows:

Uncashed Checks. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those Individual Settlement Share checks remaining uncashed, shall be transmitted by the Settlement Administrator to Legal Aid at Work pursuant to Code Civ. Proc. §§ 384 and 382.4. Legal Aid at Work is a nonprofit legal services organization that has been assisting low-income, working families for more than 100 years. Legal Aid at Work's Wage Protection Program represents low-wage workers who are the victims of wage violations. The wage claims made by Legal Aid at Work's clients are often the same type of claims made in wage-and-hour class actions brought by workers under the federal Fair Labor Standards Act and under California wage-and-hour laws.

Deleted: the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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II. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____

CHRISTOPHER RAMIREZ

Plaintiff

Dated: _____

NABIFIVE, LLC

Defendant

Name:

Title:

Dated: _____

MARA LAW FIRM, PC

David Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiff

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Dated: _____

GORDON REES SCULLY MANSUKHANI, LLP

Matthew Wayne, Esq.
Attorneys for Defendant

Exhibit B

ADDENDUM TO JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to approval by the Court, this Addendum to the Parties' Joint Stipulation and Settlement Agreement is between Plaintiff Christopher Ramirez ("Plaintiff") on behalf of himself, all others similarly situated, and on behalf of the general public and Defendant Nabifive, LLC ("Nabifive" or "Defendant") (collectively referred to as the "Parties").

I. AMENDMENT TO SETTLEMENT AGREEMENT

- A.** Section I, Paragraph Y entitled "Released Claims" shall be amended to read as follows:

Released Claims: The LWDA shall fully release and discharge Defendant and the Released Parties from any and all claims for civil penalties under PAGA that were alleged in, and arise from the facts and theories stated in, the PAGA Notice submitted by Plaintiff to the LWDA. The release shall be for the PAGA Period. This release is made solely by the California Labor and Workforce Development Agency through its proxy, Plaintiff Christopher Ramirez, and is limited to civil penalties recoverable under Labor Code section 2699. It does not extend to individual claims outside the scope of the PAGA Notice.

- B.** Section III, Paragraph E(7)(b) entitled "Uncashed Checks" shall be amended to read as follows:

Uncashed Checks. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those Individual Settlement Share checks remaining uncashed, shall be transmitted by the Settlement Administrator to Legal Aid at Work pursuant to Code Civ. Proc. §§ 384 and 382.4. Legal Aid at Work is a nonprofit legal services organization that has been assisting low-income, working families for more than 100 years. Legal Aid at Work's Wage Protection Program represents low-wage workers who are the victims of wage violations. The wage claims made by Legal Aid at Work's clients are often the same type of claims made in wage-and-hour class actions brought by workers under the federal Fair Labor Standards Act and under California wage-and-hour laws.

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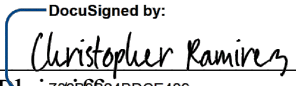
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II. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

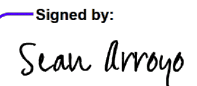
Dated: 10/13/2025

CHRISTOPHER RAMIREZ

DocuSigned by:

Plaintiff
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Dated: October 14, 2025

NABIFIVE, LLC

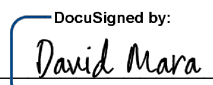
Signed by:

Defendant
9444227CB8814C3...

Name:

Title:

Dated: 10/13/2025

MARA LAW FIRM, PC

DocuSigned by:

David Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiff
70686824BDCE489...

Dated: 10/13/25

GORDON REES SCULLY MANSUKHANI, LLP


Matthew Wayne, Esq.
Attorneys for Defendant

Exhibit C

CALIFORNIA SUPERIOR COURT, COUNTY OF ALAMEDA
Christopher Ramirez v. Nabifive, LLC
Case No. 24CV061745

NOTICE OF SETTLEMENT

*This is not a solicitation.
This is not a lawsuit against you and you are not being sued.*

The California Superior Court, County of Alameda has granted approval of a settlement in the above-captioned action involving Nabifive, LLC (“Nabifive”) and former Nabifive employee Christopher Ramirez. Because your rights are affected by this Settlement, it is important that you read this Notice of Settlement (“Notice”) carefully. The purpose of this Notice is to provide a brief description of the claims alleged in the action and the key terms of the settlement.

Nabifive’s records indicate that you worked for Nabifive as an hourly, non-exempt employee in the State of California at some time between November 20, 2022, to **August 8, 2025**.

Based on Nabifive’s records, your Individual PAGA Payment is \$ **_____**. This is based on the company’s records showing that you worked **_____** pay periods during the PAGA Period of November 20, 2022, to **August 8, 2025**.

WHAT INFORMATION IS IN THIS NOTICE

- | | |
|--|--------|
| 1. Why Have I Received This Notice? | Page 1 |
| 2. What Is This Case About? | Page 1 |
| 3. Who Are the Attorneys Representing the Parties? | Page 2 |
| 4. How Does This Settlement Affect My Rights? | Page 2 |
| 5. How Much Can I Expect to Receive From This Settlement? | Page 3 |
| 6. How Can I Obtain Additional Information or Court Documents? | Page 3 |

1. Why Have I Received This Notice?

A settlement hearing was held on **[date]**, in the California Superior Court, County of Alameda. The Court granted approval of the settlement. You are receiving this Notice to provide you with a brief description of the settlement and explain why you have received a settlement check.

2. What Is This Case About?

The action entitled *Christopher Ramirez v. Nabifive, LLC*, was commenced by Plaintiff Christopher Ramirez (“Plaintiff”) in the Alameda County Superior Court (Case Number 24CV061745).

On November 20, 2023, Plaintiff provided notice to the California Labor and Workforce Development Agency (“LWDA”) of the Private Attorneys General Act of 2004 (“PAGA”) violations he alleged against Nabifive.

On January 29, 2024, Plaintiff filed a PAGA complaint in the Alameda County Superior Court against Nabifive. The complaint alleged causes of action on behalf of Plaintiff and those similarly situated aggrieved employees under the PAGA for Nabifive’s alleged failure to pay all straight time wages, failure to pay all overtime wages, failure to provide lawful meal periods, failure to provide lawful rest periods, failure to provide compliant wage

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Questions? Call the Settlement Administrator toll free at **[phone number]**

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statements, failure to pay all wages due at termination, failing to adopt a compliant sick leave/absence control policy, and failure to reimburse business expenses.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Nabifive; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Nabifive expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever.

3. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff Christopher Ramirez	Attorneys for Defendant Nabifive, LLC
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, CA 92108 Telephone: (619) 234-2833	GORDON REES SCULLY MANSUKHANI, LLP Matthew Wayne 315 Pacific Avenue San Francisco, California 94111 Telephone: (415) 875-3276

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4. How Does This Settlement Affect My Rights? What are the Released Claims?

All hourly non-exempt employees who worked for Nabifive at any time from November 20, 2022, to August 8, 2025, (referred to in this notice as “Aggrieved Employees”) release the Released Parties from the Released Claims, as defined below. [This release is made solely by the California Labor and Workforce Development Agency, acting through its proxy, Plaintiff Christopher Ramirez, and is limited to civil penalties recoverable under Labor Code section 2699. It does not extend to individual claims outside the scope of the PAGA Notice.](#)

Released Parties: Nabifive, including its past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, assigns, members, shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies and any other entities that could be considered to have jointly employed the PAGA Members as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

Released Claims: [The LWDA shall fully release and discharge Nabifive and the Released Parties from any and all claims for civil penalties under PAGA that were alleged in, and arise from the facts and theories stated in, the PAGA Notice submitted by Plaintiff to the LWDA.](#) The release shall be for the PAGA Period.

Deleted: Each PAGA Aggrieved Employee

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Deleted: or could have been alleged based on the claims, facts, and/or allegations contained in Plaintiff’s operative Complaint and in the PAGA Notice submitted by Plaintiff to the LDWA

The claims alleged against Nabifive in the lawsuit and PAGA notice are failure to pay all straight and overtime time wages, failure to provide lawful meal and rest periods, failure to provide accurate itemized wage statements, failure to pay all wages owed at termination, failure to adopt a complaint sick leave/absence control policy and failure to provide written notice setting forth the amount of sick leave available, and failure to reimburse business expenses. The PAGA Period is November 20, 2022, to **August 8, 2025**.

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5. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Nabifive is required to pay under the settlement is \$1,089,000 (“Gross Settlement Amount” or “GSA”). The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount after the deduction of (1) the PAGA Representative Enhancement Payment to Plaintiff in an amount of \$7,500, for prosecution of the Action; (2) the Settlement Administration Costs to the Settlement Administrator in the amount of \$4,450; and (3) payment to Plaintiff’s Counsel in the amount of \$326,700 (30% of the Gross Settlement Amount) for attorneys’ fees and an amount of \$19,009.01 for litigation costs. All of these payments were approved by the Court.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be divided 75% to the LWDA, pursuant to California Labor Code § 2699, subdivision (i), for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25% to the Aggrieved Employees. Therefore, the LWDA will receive \$548,505.74 and \$182,835.25 is left for distribution to Aggrieved Employees.

Each Aggrieved Employee will receive a proportionate share of the NSA that is equal to (i) the number of pay periods he or she worked for Nabifive in California during the PAGA Period based on the Database provided by Nabifive, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same Database, which is then multiplied by the NSA. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee’s Individual Settlement Share ties directly to the amount of pay periods that he or she worked.

The check included with this notice represents your settlement share based on this formula. For purposes of computing taxes, one-hundred percent (100%) of the amount of money you received is considered to be a civil penalty and has not been subjected to tax withholding.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be transmitted to [Legal Aid at Work](#). [Legal Aid at Work is a nonprofit legal services organization that has been assisting low-income, working families for more than 100 years. Legal Aid at Work’s Wage Protection Program represents low-wage workers who are the victims of wage violations. The wage claims made by Legal Aid at Work’s clients are often the same type of claims made in wage-and-hour class actions brought by workers under the federal Fair Labor Standards Act and under California wage-and-hour laws.](#)

You will not be retaliated against for cashing the settlement check included with this notice.

6. How Can I Obtain Additional Information or Court Documents?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Plaintiff’s Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Nabifive settlement.

PLEASE DO NOT CALL THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

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Exhibit D

CALIFORNIA SUPERIOR COURT, COUNTY OF ALAMEDA

Christopher Ramirez v. Nabifive, LLC

Case No. 24CV061745

NOTICE OF SETTLEMENT

This is not a solicitation.

This is not a lawsuit against you and you are not being sued.

The California Superior Court, County of Alameda has granted approval of a settlement in the above-captioned action involving Nabifive, LLC (“Nabifive”) and former Nabifive employee Christopher Ramirez. Because your rights are affected by this Settlement, it is important that you read this Notice of Settlement (“Notice”) carefully. The purpose of this Notice is to provide a brief description of the claims alleged in the action and the key terms of the settlement.

Nabifive’s records indicate that you worked for Nabifive as an hourly, non-exempt employee in the State of California at some time between November 20, 2022, to **August 8, 2025**.

Based on Nabifive’s records, your Individual PAGA Payment is \$ **_____**. This is based on the company’s records showing that you worked **_____** pay periods during the PAGA Period of November 20, 2022, to **August 8, 2025**.

WHAT INFORMATION IS IN THIS NOTICE

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| 6. How Can I Obtain Additional Information or Court Documents? | Page 3 |

1. *Why Have I Received This Notice?*

A settlement hearing was held on **[date]**, in the California Superior Court, County of Alameda. The Court granted approval of the settlement. You are receiving this Notice to provide you with a brief description of the settlement and explain why you have received a settlement check.

2. *What Is This Case About?*

The action entitled *Christopher Ramirez v. Nabifive, LLC*, was commenced by Plaintiff Christopher Ramirez (“Plaintiff”) in the Alameda County Superior Court (Case Number 24CV061745).

On November 20, 2023, Plaintiff provided notice to the California Labor and Workforce Development Agency (“LWDA”) of the Private Attorneys General Act of 2004 (“PAGA”) violations he alleged against Nabifive.

On January 29, 2024, Plaintiff filed a PAGA complaint in the Alameda County Superior Court against Nabifive. The complaint alleged causes of action on behalf of Plaintiff and those similarly situated aggrieved employees under the PAGA for Nabifive’s alleged failure to pay all straight time wages, failure to pay all overtime wages, failure to provide lawful meal periods, failure to provide lawful rest periods, failure to provide compliant wage

statements, failure to pay all wages due at termination, failing to adopt a compliant sick leave/absence control policy, and failure to reimburse business expenses.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Nabifive; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Nabifive expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever.

3. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff Christopher Ramirez	Attorneys for Defendant Nabifive, LLC
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, CA 92108 Telephone: (619) 234-2833	GORDON REES SCULLY MANSUKHANI, LLP Matthew Wayne 315 Pacific Avenue San Francisco, California 94111 Telephone: (415) 875-3276

4. *How Does This Settlement Affect My Rights? What are the Released Claims?*

All hourly non-exempt employees who worked for Nabifive at any time from November 20, 2022, to August 8, 2025, (referred to in this notice as “Aggrieved Employees”) release the Released Parties from the Released Claims, as defined below. This release is made solely by the California Labor and Workforce Development Agency, acting through its proxy, Plaintiff Christopher Ramirez, and is limited to civil penalties recoverable under Labor Code section 2699. It does not extend to individual claims outside the scope of the PAGA Notice.

Released Parties: Nabifive, including its past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, assigns, members, shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies and any other entities that could be considered to have jointly employed the PAGA Members as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

Released Claims: The LWDA shall fully release and discharge Nabifive and the Released Parties from any and all claims for civil penalties under PAGA that were alleged in, and arise from the facts and theories stated in, the PAGA Notice submitted by Plaintiff to the LWDA. The release shall be for the PAGA Period.

The claims alleged against Nabifive in the lawsuit and PAGA notice are failure to pay all straight and overtime time wages, failure to provide lawful meal and rest periods, failure to provide accurate itemized wage statements, failure to pay all wages owed at termination, failure to adopt a complaint sick leave/absence control policy and failure to provide written notice setting forth the amount of sick leave available, and failure to reimburse business expenses. The PAGA Period is November 20, 2022, to **August 8, 2025**.

5. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Nabifive is required to pay under the settlement is \$1,089,000 (“Gross Settlement Amount” or “GSA”). The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount after the deduction of (1) the PAGA Representative Enhancement Payment to Plaintiff in an amount of \$7,500, for prosecution of the Action; (2) the Settlement Administration Costs to the Settlement Administrator in the amount of \$4,450; and (3) payment to Plaintiff’s Counsel in the amount of \$326,700 (30% of the Gross Settlement Amount) for attorneys’ fees and an amount of \$19,009.01 for litigation costs. All of these payments were approved by the Court.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be divided 75% to the LWDA, pursuant to California Labor Code § 2699, subdivision (i), for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25% to the Aggrieved Employees. Therefore, the LWDA will receive \$548,505.74 and \$182,835.25 is left for distribution to Aggrieved Employees.

Each Aggrieved Employee will receive a proportionate share of the NSA that is equal to (i) the number of pay periods he or she worked for Nabifive in California during the PAGA Period based on the Database provided by Nabifive, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same Database, which is then multiplied by the NSA. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee’s Individual Settlement Share ties directly to the amount of pay periods that he or she worked.

The check included with this notice represents your settlement share based on this formula. For purposes of computing taxes, one-hundred percent (100%) of the amount of money you received is considered to be a civil penalty and has not been subjected to tax withholding.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the **180-day** void date shown on each check. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be transmitted to Legal Aid at Work. Legal Aid at Work is a nonprofit legal services organization that has been assisting low-income, working families for more than 100 years. Legal Aid at Work’s Wage Protection Program represents low-wage workers who are the victims of wage violations. The wage claims made by Legal Aid at Work’s clients are often the same type of claims made in wage-and-hour class actions brought by workers under the federal Fair Labor Standards Act and under California wage-and-hour laws.

You will not be retaliated against for cashing the settlement check included with this notice.

6. *How Can I Obtain Additional Information or Court Documents?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Plaintiff’s Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Nabifive settlement.

PLEASE DO NOT CALL THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Exhibit E

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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

Deleted: September 25

ORDER

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

WHEREAS, the Court has considered the motion by Plaintiff Christopher Ramirez (“Plaintiff”) for approval of the Parties’ settlement in accordance with the Parties’ Joint Stipulation and Settlement Agreement (the “Settlement Agreement”) [and Addendum to Joint Stipulation and Settlement Agreement \(the “Addendum to Settlement Agreement”\)](#). The Court understands that the Settlement Agreement sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice. Based on a review of the submissions by the Parties, and good cause appearing;

NOW, THEREFORE, IT IS HEREBY ORDERED:

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

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

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

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

5. The Court hereby approves of the payment of attorneys’ fees to Plaintiff’s Counsel in the sum of ~~\$326,700~~, or 30% of the Gross Settlement Amount. The Court finds this amount to be a reasonable result in light of the quality of the result obtained, the work performed by counsel, and the estimated lodestar.

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

7. The Court hereby approves of the PAGA Representative Payment of ~~\$7,500~~ to

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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

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1 status report after completion of the distribution process. A final compliance hearing will be set
2 for _____ at __:____.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.

20
21 Dated: _____

22 _____
23 Honorable Michael Markman
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Exhibit F