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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

PATRICIA ARELLANO, MARIA
IBANEZ, on behalf of All Aggrieved
Employees only;

Plaintiffs,

v.

NORTHGATE GONZALEZ MARKETS,
INC., and DOES 1 through 50, inclusive,

Defendants.

Case No. **24STCV10515**

**[PROPOSED] ORDER AND
JUDGMENT APPROVING PAGA
SETTLEMENT**

Hearing Date: December 15, 2026

Hearing Time: 8:30am

Judge: Hon. Rupert A. Byrdsong

Dept.: 318

Action Filed: June 7, 2023

Trial Date: Not Set

Reservation ID: 118551297950

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ORDER AND JUDGMENT

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2 1. Plaintiffs Patricia Arellano and Maria Ibanez (“Plaintiffs”) move for approval of the
3 settlement of Plaintiffs’ claims under the California Labor Code Private Attorneys General Act
4 (“PAGA”), pursuant to California Labor Code § 2699(l), against Defendant Northgate Gonzalez
5 Markets, Inc., (“Defendant”).

6 2. Plaintiffs exhausted all administrative remedies required to bring the PAGA claims
7 asserted in this action and are authorized to act as private attorney general with respect to the PAGA
8 claims being released under the terms of the PAGA Settlement Agreement (“Agreement”), which is
9 incorporated by reference. The California Labor Workforce Development Agency was provided with
10 notice of the Settlement and the motion for approval of the PAGA settlement via its online process
11 and no objection has been received to the settlement or the motion from the Labor Workforce
12 Development Agency (“LWDA”).

13 3. The Parties seek approval of the settlement of Plaintiffs’ PAGA claims and the PAGA Payment
14 to be paid as part of the settlement as set forth in the Agreement which was filed with the Court. The
15 settlement provides for a Gross PAGA Settlement Amount in the total sum of \$745,000.00, which
16 includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$42,515.00) for
17 ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the amount of
18 \$260,750.00 (35% of the Gross PAGA Settlement Amount), PAGA Counsel Litigation Expenses
19 Payment in the amount of \$62,081.77, and Service Awards to Plaintiffs of \$2,500.00 each (for a total
20 of \$5,000.00 in “Service Awards”). “PAGA Counsel” means the law firms Blumenthal Nordrehaug
21 Bhowmik De Blouw LLP (“BNBD”), Haig B. Kazandjian Lawyers, APC (“HBK”); and Lavi &
22 Ebrahimian, LLP (“LE”). The PAGA Counsel Fees Payment shall be allocated among PAGA Counsel
23 as follows: 50% to BNBD, 25% to HBK, and 25% to LE. The PAGA Payment of no less than
24 \$374,653.23, which is the amount remaining of the Gross PAGA Settlement Amount after deduction
25 of the Administration Expenses Payment, PAGA Counsel Fees Payment, Service Award payments,
26 and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties, of
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1 which 75% will be paid to the LWDA (no less than \$280,989.92), and 25% will be paid to the
2 Aggrieved Employees (no less than \$93,663.31).

3 4. The Court, having reviewed the evidence and papers submitted and argument of
4 counsel, pursuant to Labor Code section 2699(1)(2) hereby GRANTS Plaintiffs' motion and approves
5 the PAGA settlement as set forth in the Agreement and the PAGA Payment, which shall be allocated
6 and paid out as set forth in the Agreement.

7 5. The "Aggrieved Employees" all individuals who are or previously were employed by
8 Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
9 The "PAGA Period" means the period from July 10, 2023 to the date determined by operation of the
10 Escalator Clause set forth herein, which will be either: (i) the date Plaintiffs file the motion for approval
11 of the PAGA Actions settlement, which may require a pro rata increase of the Gross PAGA Only
12 Settlement, or (ii) the end date of the pay period during which the Aggrieved Employees collectively
13 worked over 880,000 PAGA Pay Periods. Accordingly, the PAGA Period is the time period from July
14 10, 2023 through _____.

15 6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
16 Amount, Defendant and the Released Parties (as defined in the Agreement) shall be entitled to a release
17 of the Released PAGA Claims. The "Released PAGA Claims" means any and all claims for civil
18 penalties for alleged Labor Code violations that were alleged, or reasonably could have been alleged,
19 based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiffs
20 to the LWDA, which occurred during the PAGA Period. The Released PAGA Claims expressly
21 exclude all other claims, all non-PAGA claims, claims for vested benefits, wrongful termination,
22 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
23 security, workers' compensation, California class claims, and PAGA claims outside of the PAGA
24 period. The Released PAGA Claims also exclude Plaintiffs' and Claimants' individual settlements or
25 the claims released therein.

26 7. This settlement (including this Order) cannot be used, directly or indirectly, to
27 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
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1 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
2 statute, ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation),
3 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
4 (including this Order) shall not be construed to be an admission by Defendant of any liability or
5 wrongdoing as to Plaintiffs, the Aggrieved Employees, or any other person, and Defendant specifically
6 disclaims any such liability or wrongdoing.

7 8. Pursuant to Labor Code section 2699, PAGA Counsel shall submit a copy of this Order
8 and Judgment to the LWDA within ten (10) days after its entry.

9 9. This claim asserted under PAGA in this action is dismissed with prejudice. After entry
10 of this Order and Judgment, the Court shall retain jurisdiction pursuant to California Code of Civil
11 Procedure § 664.6 to construe, interpret, implement, and enforce the Agreement, to hear and resolve
12 any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
13 arising from or in connection with the distribution of settlement benefits.

14 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
15 **ENTERED ACCORDINGLY.**

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17 DATED: _____

18 _____
19 THE HONORABLE RUPERT A. BYRDSOONG
20 JUDGE OF THE SUPERIOR COURT
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