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(Additional counsel on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

NARCIZO TOVAR, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

NATIONAL DISTRIBUTION CENTERS, LLC;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: 24STCV17785

PAGA ACTION

*[Assigned for all purposes to the Hon.
Randolph M. Hammock, Dept. 49]*

**STIPULATION FOR COURT
APPROVAL OF INDIVIDUAL PAGA
SETTLEMENT AND DISMISSAL OF
THE ACTION; [PROPOSED]
ORDER**

Action Filed: July 17, 2024

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17 NATIONAL DISTRIBUTION CENTERS, LLC
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1 **IT IS HEREBY STIPULATED** by and between Plaintiff Narcizo Tovar (“Plaintiff”) and
2 Defendant National Distribution Centers, LLC. (“Defendant”) (collectively, the “Parties”), by and
3 through their attorneys of record, jointly seek: (1) the Court’s approval of their Private Attorneys
4 General Act Settlement Agreement and Release (“PAGA Settlement”) and the payment described
5 therein resolving Plaintiff’s individual claim for relief under the California Private Attorneys
6 General Act, California Labor Code section 2698 et seq. (“PAGA”); (2) dismissal of Plaintiff’s
7 individual claims with prejudice; and (3) the Parties bearing their respective fees and costs.

8 1. On or about April 26, 2024, Plaintiff’s attorneys submitted a letter to the Labor
9 Workforce Development Agency (“LWDA”) on Plaintiff’s behalf, to satisfy the administrative
10 requirements to bring a civil suit for recovery of alleged penalties pursuant to the Private Attorneys
11 General Act of 2004, California Labor Code section 2698 et. seq., Case No. LWDA-CM-1024756-
12 24 (“LWDA Letter”).

13 2. On July 17, 2024, Plaintiff initiated a civil action *titled Narcizo Tovar v. National*
14 *Distribution Centers, LLC DOES 1 through 100*, Los Angeles Superior Court Case No.
15 24STCV17785, seeking PAGA penalties on behalf of himself and aggrieved employees (“PAGA
16 Action”)

17 3. Defendant denies any and all liability alleged in the LWDA Letter and PAGA Action.
18 Defendant maintains that it had, and continues to have, legally-compliant employment practices
19 throughout the statutory period in California. Defendant does not admit that it ever violated any
20 provision of the California Labor Code, including, but not limited to, those sections for which
21 Plaintiff seeks relief, or of any other law. However, the Parties desire to resolve all of Plaintiff’s
22 individual claims against Defendant and to no longer proceed with the PAGA Action. This
23 Settlement was reached after extensive negotiations and an exchange of relevant information. The
24 Parties believe and agree that this Settlement is a fair, adequate, and reasonable resolution of the
25 Action and have arrived at this Settlement in arms-length negotiations, taking into account all
26 relevant factors, present and potential.

27 4. The “Effective Date” of the PAGA Settlement is the date by which all of the
28 following have occurred: the Court in this Action approves the PAGA Settlement and issues an

1 order dismissing this PAGA Action with prejudice as to Plaintiff's individual claims.

2 5. A true and accurate copy of the Parties' Private Attorneys General Act Settlement
3 Agreement and Release ("PAGA Settlement") for which they seek Court approval is attached as
4 **Exhibit A**. If approved, this PAGA Settlement will be reported to the LWDA in conformance with
5 Labor Code section 2699(l).

6 6. The Parties separately negotiated a settlement of Plaintiff's non-PAGA claims,
7 including a general release of claims and a Civil Code section 1542 waiver, for which additional
8 consideration is being provided and which is memorialized in a separate Confidential Settlement
9 Agreement and Release.

10 7. In exchange for the consideration, undertakings and covenants undertaken by
11 Defendant in the PAGA Settlement, Plaintiff will release Defendant and the Released Parties of
12 and from all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations, charges,
13 claims for attorneys' fees, interest, expenses and costs, judgments, awards, orders, executions or
14 demands of any nature whatsoever, whether known or unknown, suspected or unsuspected, against
15 the Company and the Released Parties, or any of them, which Plaintiff ever had, now has, or which
16 Plaintiff or Plaintiff's heirs, assigns, executors or administrators hereafter can, shall or may have
17 arising under the California Private Attorneys General Act (California Labor Code section 2698 et
18 seq.) which includes claims brought under the PAGA predicated upon California Labor Code
19 Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and 1198, and/or any other California
20 Labor Code provisions that could have been asserted under the PAGA in connection with the LWDA
21 Letter and/or PAGA Action ("Released Claims"), including but not limited to any claims for
22 penalties, wages, interest and/or attorneys' fees and costs thereon arising from any and all of the
23 Released Claims.

24 8. Upon entry of the Order approving this PAGA Settlement, Plaintiff shall be deemed
25 to have fully, finally, and forever released, relinquished, and discharged Defendant and all of the
26 Released Parties from the Released Claims (including, without limitation, claims for related
27 attorneys' fees and costs) regardless of the forum in which they may be brought, that arose prior to
28 the PAGA Settlement.

1 9. The Parties agree that Plaintiff, having settled and released claims against Defendant,
2 is no longer an “aggrieved employee” and no longer has standing to pursue PAGA claims on behalf
3 of any other allegedly aggrieved employees. The Parties have further agreed to seek the dismissal
4 of this action with prejudice as to Plaintiff and without prejudice as to other “aggrieved employees,”
5 to the extent any such individuals exist.

6 10. In consideration for Plaintiff’s agreement to settle and release her individual PAGA
7 claim, Defendant agrees to pay two hundred and fifty dollars and zero cents (\$250.00), of which:
8 (1) \$187.50 (representing 75% of said \$250.00) will go to the LWDA; and (2) \$62.50 will be payable
9 to Plaintiff and shall represent payment for PAGA penalties and for which a form 1099 shall issue.
10 Counsel for Plaintiff shall distribute said amounts to the LWDA and to Plaintiff no later than thirty
11 (30) business days of the Effective Date.

12 11. The Parties have agreed to cooperate in obtaining an Order from the Court approving
13 this PAGA Settlement at the earliest possible date. Pursuant to California Labor Code section
14 2699(1)(2), the Superior Court shall review and approve any settlement of any civil action filed
15 pursuant to the PAGA. California Labor Code section 2699(1)(2) does not prescribe any procedure
16 for how to request court approval of a PAGA settlement. There is no requirement for a noticed
17 motion. Thus, this stipulation and request is submitted in lieu of a noticed motion. It is the Parties’
18 intent that this Stipulation and Proposed Order satisfy the requirements of California Labor Code
19 section 2699(1)(2). However, the Parties agree to use their best efforts to expedite the preparation
20 and submission of whatever additional documents the Court may require, if any, in order to approve
21 this PAGA Settlement. The Parties further agree to fully cooperate in the drafting and/or filing of
22 any further documents or filings reasonably necessary to be prepared or filed, shall take all steps
23 that may be requested by the Court relating to, or that are otherwise necessary to the approval and
24 implementation of this Settlement.

25 12. The Court’s approval of the Settlement is a condition of the enforceability of the
26 PAGA Settlement. If the Court should for any reason fail to approve the PAGA Settlement, then (a)
27 the PAGA Settlement shall be considered null and void, (b) neither the PAGA Settlement nor any
28 of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to the

1 PAGA Settlement shall stand in the same position, without prejudice, as if the PAGA Settlement
2 had been neither entered into nor filed with the Court.

3 13. Neither this PAGA Settlement nor any of its terms shall be offered or used as
4 evidence by any of the Parties, or their respective counsel in the Lawsuit or in any other action or
5 proceeding; provided, however, this shall not prevent the PAGA Settlement from being used,
6 offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA
7 Settlement.

8 14. The PAGA Settlement is executed voluntarily and without duress or undue influence
9 on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

10 15. Defendant and Plaintiff shall each bear their own attorney's fees and costs except as
11 expressly agreed otherwise.

12 16. The Parties agree that upon the occurrence of the dismissal of this Lawsuit pursuant
13 to the terms of the PAGA Settlement and this Stipulation, the PAGA Settlement shall be enforceable
14 by the Court and pursuant to Code of Civil Procedure section 664.6, the Court shall retain exclusive
15 and continuing equity jurisdiction of this Lawsuit over all Parties to interpret and enforce the terms,
16 conditions and obligation of the Agreement.

17 **IT IS SO STIPULATED.**

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21 Dated: June 10, 2026

LAVI & EBRAHIMIAN, LLP

22
23 By: /s/Paolo Policastro
24 Joseph Lavi, Esq
25 Vincent C. Granberry, Esq.
26 Jeffrey D. Klein, Esq.
27 Paolo Policastro, Esq.
28 Attorneys for Plaintiff
NARCIZO TOVAR, on behalf of himself and
current and former aggrieved employees

1 Dated: June 10, 2026

LITTLER MENDELSON P.C

2
3 By:



Shiva Davoudian, Esq.

Valentina Wilson, Esq.

Attorneys for Defendant

NATIONAL DISTRIBUTION CENTERS

LLC

[PROPOSED] ORDER

Having read and considered the Stipulation For Court Approval of Individual PAGA Settlement and Dismissal of the Action (“Stipulation”) of Plaintiff Narcizo Tovar (“Plaintiff”) and Defendant National Distribution Centers (“Defendant” and, together with Plaintiff, the “Parties”), and **GOOD CAUSE APPEARING THEREFOR**, it is **HEREBY ORDERED, ADJUDGED and DECREED** as follows:

1. The Parties’ Stipulation is **GRANTED**;
2. The Parties’ settlement of Plaintiff’s individual claim for penalties pursuant to Private Attorneys General Act of 2004 (“PAGA”) claim is **APPROVED** in accordance with the terms of the Stipulation;
3. Defendant shall timely make the settlement payment described in the Stipulation (and, upon receipt of the money allocated to the PAGA settlement, Plaintiff’s counsel shall cause such amount to be paid to the California Labor and Workforce Development Agency in accordance with the terms of the Stipulation);
4. As of the date of this Order (and provided that Defendant satisfies their obligation to pay the settlement payment in accordance with the terms of the Stipulation), by operation of Plaintiff’s waiver and release set forth in the PAGA Settlement and Stipulation and pursuant to this Order, Plaintiff shall be deemed to have released Defendant and the “Released Parties” from all “Released Claims” (and, for purposes of this Order, the capitalized terms shall have the meanings set forth in the Stipulation and PAGA Settlement, which definitions are incorporated by reference herein);
5. In accordance with the Parties’ Stipulation, Plaintiff’s individual PAGA claim as an alleged PAGA “aggrieved employee” is **DISMISSED WITH PREJUDICE**;
6. Plaintiff’s representative PAGA claim on behalf of all other allegedly “aggrieved employees” of Defendant (other than Plaintiff) is **DISMISSED WITHOUT PREJUDICE**;
7. Except as set forth in the Parties’ Stipulation and the Parties’ PAGA Settlement Agreement, Plaintiff and Defendant shall bear her or its own attorneys’ fees and costs incurred in connection with the prosecution or defense of this action; and

8. Even though this entire action has been, and hereby is, dismissed, the Court shall retain jurisdiction to enforce the Parties' Joint Stipulation pursuant to Code of Civil Procedure section 664.6.

IT IS SO ORDERED.

Dated: _____, 2026

THE HON. RANDOLPH M. HAMMOCK
JUDGE OF THE SUPERIOR COURT