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Attorneys for Plaintiff KEITH ROBERTS,
individually and on behalf of all other Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KEITH ROBERTS, individually and on
behalf of all other Aggrieved Employees;

Plaintiff,

vs.

SAND INVESTMENTS, INC. a California
Stock Corporation, AMANPUR
INVESTMENTS LLC, a California
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23STCV09212

*[Assigned for all purposes to Hon. Teresa A.
Beaudet, Dept 50]*

**AMENDED-~~PROPOSED~~ JUDGMENT
APPROVING REPRESENTATIVE PAGA
SETTLEMENT**

Hearing: Order to Show Cause Re: Dismissal
(Settlement) Conditional

Date: July 10, 2025

Time: 8:30 a.m.

Dept.: 50

Complaint Filed: April 25, 2023

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JUDGMENT

The Court, having reviewed the Parties Joint Stipulation for Approval of Representative PAGA Settlement and Declaration of Haig B. Kazandjian and exhibits thereto, hereby FINDS, ORDERS and ADJUDGES:

(a) All terms used herein shall have the same meaning as defined in the PAGA Settlement Agreement attached hereto as **Exhibit 1** to the Declaration of Haig B. Kazandjian.

(b) The Court hereby approves the terms set forth in the PAGA Settlement Agreement and finds that the PAGA Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the PAGA Settlement Agreement according to its terms. The Court finds that the PAGA Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court has reviewed the monetary recovery being provided as part of the Settlement and recognizes the value accorded to the state of California and Aggrieved Employees.

(c) The PAGA Settlement Agreement is not an admission by Defendants or by any other Released Parties, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and Judgment, the PAGA Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the PAGA Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession or liability whatsoever by or against Defendants or any of the other Released Parties.

(d) Defendants shall pay the Aggrieved Employees pursuant to the procedure described in the PAGA Settlement Agreement attached to the Declaration of Haig B. Kazandjian as **Exhibit 1**.

(e) The payments to the Aggrieved Employees shall be mailed to the Aggrieved Employees with the Notice of Settled Representative Action, attached to the Settlement Agreement that is attached to the Declaration of Haig B. Kazandjian as **Exhibit 1**.

(f) After reviewing the proposed PAGA Settlement Agreement, the Declaration of Haig B. Kazandjian in Support of Approval of Representative PAGA Action Settlement, and the

Exhibits attached thereto, the Court finds that the PAGA penalties awarded in this matter are fair and reasonable and therefore approves it pursuant to Labor Code 2699(s)(2).

(g) The Court hereby confirms Haig B. Kazandjian Lawyers, APC as PAGA Counsel.

(h) The Court hereby awards attorneys' fees in the amount of 40% of the Gross PAGA Settlement amount, which is \$30,000.00 in attorneys' fees and litigation costs in the amount of \$10,000.00 (up \$10,000.00 allocated in the Settlement Agreement – actual litigation costs incurred are \$10,399.06). The Court finds that the PAGA attorneys' fees and costs requested were reasonable in light of the amount recovered and the relevant factors under California law. The payment of fees to PAGA Counsel shall be made in accordance with the terms of the Settlement Agreement.

(i) The Court appoints ILYM Group, Inc. as the Settlement Administrator and directs that the PAGA penalty payments be distributed by ILYM Group, Inc. as set forth in the PAGA Settlement Agreement and this Order. The Court approves ILYM Group, Inc.'s Settlement Administration Fees of \$2,950.00 for its services in this matter and to be paid as set forth in the Settlement Agreement.

(j) The Court approves the payment to Plaintiff KEITH ROBERTS in the amount of \$5,000.00 to be paid as set forth in the Settlement Agreement. Plaintiff fully and unconditionally forever releases and discharges the Released Parties for all claims in ¶ 5.1 of the Settlement Agreement.

(k) The Court further orders, adjudges and decrees that upon funding of the entire Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the alleged violations of the Labor Code, including failure to pay overtime and double time in violation of Labor Code sections 510 and the applicable Wage Orders; failure to provide rest and meal periods in violation of Labor Code sections 226.7, 512(a), and the applicable Wage Orders; failure to pay minimum wage in violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders;

failure to keep accurate payroll records and provide itemized wage statements in violation of Labor Code sections 226(a), 1174(d), 1198 and the applicable Wage Orders; failure to pay all wages earned on time in violation of Labor Code section 204; failure to pay all wages earned upon discharge or resignation in violation of Labor Code sections 201, 202, and 203; failure to provide basic information at the time of hiring and when employment changes occur in violation of Labor Code 2810.5(a)(1)(A)-(C) (Wage Theft Prevention Act), failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802, and failure to provide notice of paid sick time and accrual in violation of Labor Code section 246 stated in the Operative Complaint and the PAGA Notice for the time period of February 8, 2022 through the date the Court approves the Settlement.

The Court hereby enters FINAL JUDGMENT in favor of Plaintiff and the Aggrieved Employees in the amount of \$75,000.00 for Plaintiff's claims. The Judgment is awarded and allocated as follows:

(a) Plaintiff's Counsel's attorneys' fees in the amount of 40% of the total Settlement Amount, in the amount of \$30,000.00.

(b) Plaintiffs' Counsel's costs in the amount of \$10,000.00.

(c) Settlement Administration Costs of \$2,950.00 to be paid to the Settlement Administrator.

(d) \$5,000.00 to Plaintiff KEITH ROBERTS as his general release and enhancement payment.

(e) the remainder of the Gross Settlement Amount after deducting the items (a), (b), (c) and (d) herein shall be designated as the PAGA Penalties, which is estimated to be \$27,050.00, and will be allocated between the LWDA and the Aggrieved Employees pursuant to the Labor Code with 75% (\$20,287.50) paid to the LWDA and 25% (\$6,762.50) paid to the Aggrieved Employees pursuant to the formula in the Agreement.

(f) Defendants shall have no further liability for costs, expenses, interests, attorneys' fees, or for any other charge, expense or liability and shall be released from all Released PAGA Claims, all as set forth in the Agreement.

(g) This Judgment is intended to be a final disposition of the above-captioned action in its entirety, and is intended to be immediately appealable.

(h) The Court hereby dismisses this entire Action with prejudice.

(i) The Court shall have and retain continuing jurisdiction over the Action and the Parties and the State of California as real party in interest for the Aggrieved Employees pursuant to California Code of Civil Procedure § 664.6, including after the entry of this Order and Judgment, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of Agreement and this Order and Judgment.

(j) Pursuant to Labor Code § 2699(s)(3), Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten (10) days of entry of this Order and Judgment.

This Judgment is intended to be a final disposition of the above-captioned action in its entirety, and it is intended to be immediately appealable.

IT IS SO ORDERED AND ADJUDGED.



Teresa A. Beaudet

Dated: 10/17/2025

Teresa A. Beaudet / Judge

Honorable Teresa A. Beaudet

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On [DATE], 2025, I served the foregoing document(s) described as: **AMENDED [PROPOSED] JUDGMENT APPROVING REPRESENTATIVE PAGA SETTLEMENT** BY method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Rita R. Kanno, Esq.
Joseph Deignan, Esq.
Elijah Gaglio, Esq.
**LEWIS BRISBOIS BISGAARD &
SMITH LLP**
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**LEWIS BRISBOIS BISGAARD &
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Attorneys for Defendants SAND INVESTMENTS, INC.;
and AMANPUR INVESTMENTS, LLC

☒ **BY ELECTRONIC MAIL:** By court order or agreement by the parties, I transmitted the foregoing document(s) by electronic mail from **osbaldo@hbklawyers.com** to the electronic mail addresses indicated on the attached mailing list. The transmission was reported as complete and without error.

☒ (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on [DATE], 2025, at Glendale, California.

/s/ Osbaldo Bautista

Osbaldo Bautista