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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

BADER AQIL, an individual, on behalf of  
himself and all others similarly situated

Plaintiff,

vs.

TOWNE PARK, LLC, a Delaware limited  
liability company; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 23STCV19863

**CLASS ACTION**

Assigned for all purposes to:

Hon. Bruce G. Iwasaki

Department: 11, Spring Street

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: December 17, 2026

Time: 11:00 a.m.

Dept.: 11

Original Complaint filed: August 18, 2023

First Amended Complaint: December 21, 2023

Second Amended Complaint: March 25, 2026

Trial: None set

1                    **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2                    On \_\_\_\_\_, the Court conducted a hearing on the unopposed  
3 Motion for Preliminary Approval of Class Action and PAGA Settlement (the “Motion”) filed by  
4 Plaintiffs Bader Aqil, Carlos Nieto, and Clarence Johnson, on behalf of themselves and all others  
5 similarly situated (“Plaintiffs”). The Court has reviewed and considered the Memorandum of  
6 Points and Authorities in support of the Motion, the Declarations of Counsel and the exhibits in  
7 support of the Motion, including the Class Action and PAGA Settlement Agreement  
8 (“Settlement Agreement” or “Settlement”), between Plaintiffs and Towne Park, LLC  
9 (“Defendant”), attached as Exhibit 1 to the Declaration of Marta Manus in support of Plaintiffs’  
10 Motion. Plaintiffs and Defendant shall be referred to collectively as the “Parties.”

11                    This Order hereby incorporates by reference the definitions in the Settlement Agreement  
12 as though fully set forth herein, and all terms used herein shall have the same meaning as set  
13 forth in the Settlement Agreement.

14                    NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**  
15 **MAKES THE FOLLOWING FINDINGS:**

16                    1.        The Court finds on a preliminary basis that the proposed Settlement falls within  
17 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement  
18 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet  
19 the requirements for preliminary approval, subject only to any objections that may be raised  
20 before or at the Final Approval hearing. It appears to the Court that the Settlement’s terms are  
21 fair, adequate, and reasonable as to all potential Class Members when balanced against the  
22 probable outcome of further litigation, given the risks relating to liability and damages. It further  
23 appears that extensive investigation and research have been conducted such that counsel for the  
24 Parties at this time are reasonably able to evaluate their respective positions. It further appears to  
25 the Court that the Settlement at this time would avoid substantial additional costs by all Parties,  
26 as well as the delay and risks that would be presented by the further prosecution of the Action. It  
27 appears the Settlement has been reached as a result of intensive, arm’s-length negotiations  
28 utilizing an experienced third-party neutral.

1           2.       The Court further finds, for settlement purposes only, that the requirements of  
2 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are  
3 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class  
4 described in the Motion for Preliminary Approval and Settlement Agreement:

5           All individuals who are or previously were employed by Defendant Towne Park, LLC  
6 (“Defendant”) who were not subject to arbitration agreements and were employed as non-  
7 exempt employees in the State of California from March 4, 2021, through preliminary  
8 approval or 85,000 workweeks, whichever is less (the “Class Period”).

9           3.       The Court further finds that the moving papers presented for the Court’s review  
10 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the  
11 options available to the Class, including the ability of the Class Members to opt-out or submit a  
12 Request for Exclusion from the Settlement and not be bound by the Settlement Agreement or  
13 receive any Individual Class Payment under it (except to the extent a Class Member is an  
14 Aggrieved Employee under PAGA, in which case the Class Notice makes clear that an  
15 Aggrieved Employee cannot opt out of the PAGA Penalties portion of the Settlement); to object  
16 to the terms of the Settlement; or to do nothing and receive an Individual Class Payment and be  
17 bound by the terms of the Settlement. Plaintiffs have submitted to the Court a proposed Court-  
18 Approved Notice of Class Action and PAGA Settlement (the “Class Notice”). The Class Notice  
19 attached as Exhibit A to the Settlement Agreement.

20           As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

21           1.       The Court hereby preliminarily approves the proposed settlement upon the terms,  
22 conditions, and all release language set forth in the Settlement Agreement.

23           2.       The Court conditionally certifies and approves, for settlement purposes only, the  
24 Class of all individuals who are or previously were employed by Defendant Towne Park, LLC  
25 (“Defendant”) who were not subject to arbitration agreements and were employed as non-  
26 exempt employees in the State of California from March 4, 2021, through preliminary approval  
27 or 85,000 workweeks, whichever is less (the “Class Period”).

28           3.       For the purposes of this settlement, Alvin B. Lindsay, Esq., Esq., Enoch J. Kim

1 Esq., Marta Manus Esq., and the other attorneys of D.Law, Inc. and Zorik Mooradian and Nanor  
2 C. Kamberian of Mooradian Law, APC are hereby appointed as Class Counsel and shall  
3 represent the Class Members in this Action.

4 4. For the purposes of this settlement, Plaintiffs Bader Aqil, Carlos Nieto, and  
5 Clarence Johnson are hereby appointed as the Class Representatives for the Class.

6 5. The Court confirms Apex Class Action LLC (“Apex”), as the Administrator. The  
7 procedures for paying the Administration Expenses Payment, as set forth in the Settlement  
8 Agreement, are approved. Apex is directed to perform all responsibilities of the Administrator  
9 as set forth in the Settlement Agreement. Once entered, Apex will also post the Judgment in this  
10 matter on its website.

11 6. The Court hereby approves, as to form and content the Class Notice. The Court  
12 finds that the dates and procedure for mailing and distributing the Class Notice in the manner set  
13 forth in Paragraph 7 of this Order meet the requirements of due process and are the best notice  
14 practicable under the circumstances and shall constitute due and sufficient notice to all persons  
15 entitled thereto.

16 7. The Court directs the mailing of the Court-approved Class Notice via First-Class  
17 United States mail to the Class Members in accordance with the schedule and procedures set  
18 forth in the Settlement Agreement.

19 a. No later than thirty (30) calendar days after the Court grants preliminary  
20 approval of this Settlement, Defendant shall provide to the Administrator the  
21 Class Data; and

22 b. No later than seven (7) calendar days of receiving the Class Data, the  
23 Administrator shall mail by First-Class United States mail the Notice to each  
24 Class Member. The Administrator shall conduct a National Change of  
25 Address database search before mailing and will also use the most recent  
26 address available to the Administrator for mail delivery. Any returned mail  
27 with a forwarding address from the U.S. Postal Service shall be promptly re-  
28 mailed to the new address. The Administrator shall perform a skip trace

1 search for a new address for any returned mail without a forwarding address.

2 8. The procedures for Class Members to opt-out by submitting a Request for  
3 Exclusion, as set forth in the Class Notice and Settlement Agreement, are approved. The time  
4 for Class Members to submit a Request for Exclusion shall be sixty (60) days after the date of  
5 the first mailing of the Class Notices. This date shall be extended by fourteen (14) calendar days  
6 if the Class Notice is returned as undeliverable and then remailed to a correct or forwarding  
7 address of a Class Member. Per the terms of the Settlement, all Aggrieved Employees will be  
8 bound as to the Released PAGA Claims if the Settlement is finally approved and cannot opt-out  
9 of the Settlement as to the Released PAGA Claims. Aggrieved Employees include all  
10 individuals who are or previously were employed by Defendant in the State of California during  
11 the time period of August 18, 2022, through the date of preliminary approval (the "PAGA  
12 Period").

13 9. The procedures for Class Members to object to the Settlement, as set forth in the  
14 Notice and Settlement Agreement, are approved. The time for Class Members to object to the  
15 Settlement shall be sixty (60) days after the date of the first mailing of the Class Notices. This  
16 date shall be extended by fourteen (14) days if the Class Notice is returned as undeliverable and  
17 then remailed to a correct or forwarding address of a Class Member. Class Members may appear  
18 at the Final Approval Hearing, on their own or through a counsel retained at their expense, to  
19 present their objection, whether they submitted a prior written objection as provided in the  
20 Settlement Agreement.

21 10. The procedures for Class Members to dispute the number of Workweeks worked,  
22 as set forth in the Notice and Settlement Agreement, are approved. The time for Class Members  
23 to submit a Workweek dispute shall be sixty (60) days after the date of the first mailing of the  
24 Class Notices. This date shall be extended by fourteen (14) calendar days if the Class Notice is  
25 returned as undeliverable and then remailed to a correct or forwarding address of a Class  
26 Member.

27 11. The Court hereby preliminarily approves the definition and disposition of the  
28 Gross Settlement Amount as that term is defined in the Settlement Agreement. The Court

1 preliminarily approves the distribution of the Gross Settlement Amount; all subject to the  
2 Court's final approval of the Settlement at the Final Approval Hearing. Assuming the  
3 Settlement receives final approval, Defendant shall be required to pay only the Gross Settlement  
4 Amount in the total amount of \$1,299,000.00 plus the employer's share of payroll taxes due as a  
5 result of this Settlement.

6 12. A Final Approval hearing shall be held on \_\_\_\_\_, at  
7 \_\_\_\_\_ a.m./p.m. in department 11 of the Superior Court for the State of California, County of  
8 Los Angeles, located at 111 North Hill Street, Los Angeles, CA, 90012. The purpose of the  
9 Final Approval hearing will be to: (a) determine whether the proposed Settlement should be  
10 finally approved by the Court as fair, reasonable and adequate; (b) determine the reasonableness  
11 of Class Counsel's request for attorneys' fees and litigation costs to be awarded; (c) determine  
12 the reasonableness of the Class Representatives' Service Awards requested to be awarded; and  
13 (d) order entry of Judgment in the Class Action, which shall constitute a complete release and  
14 bar with respect to the Released Class Claims and Released PAGA Claims.

15 13. Class Counsel shall file and serve all papers in support of the Motion for Final  
16 Approval and any application for reimbursement of attorneys' fees and costs, including any  
17 costs associated with or incurred by the Administrator, at least sixteen (16) court days before the  
18 Final Approval hearing.

19 14. The Court reserves the right to continue the date of the Final Approval Hearing  
20 without further notice to the Class Members and retains jurisdiction to consider all further  
21 applications arising out of or connected with the proposed Settlement. However, Class Counsel  
22 or the Administrator will give notice to any objecting party of any continuance of the Final  
23 Approval Hearing.

24 15. All further proceedings in this Action shall be stayed except such proceedings  
25 necessary to review, approve, and implement this Settlement.

26 16. In the event that the Settlement does not receive final approval or the Effective  
27 Date of the Settlement does not occur, this Order shall be rendered null and void and shall be  
28 vacated. In such a case, the Parties and any funds to be awarded under this Settlement shall be

1 returned to their respective statuses as of the date and time immediately prior to the execution of  
2 the Settlement, and the Parties shall proceed in all respects as if no Class had been certified and  
3 the Settlement Agreement had not been executed.

4 17. Neither the Settlement, preliminarily approved or not, nor any exhibit, document  
5 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection  
6 with the negotiation, execution or implementation of the Settlement, shall be admissible in  
7 evidence for any reason except as provided in the Settlement Agreement. The Court has made  
8 no findings on the merits. The Court's preliminary approval of the Settlement is not to be  
9 deemed an admission of liability or fault by Defendant, or a finding as to the validity of any  
10 claims or defenses asserted in the action.

11 18. The Court hereby approves the PAGA Penalties portion of the settlement.

12 19. Pending further order of this Court, all proceedings in this matter except those  
13 contemplated herein and in the Settlement Agreement are stayed and suspended until further  
14 order of this Court.

15 **IT IS SO ORDERED.**

16  
17 Dated: \_\_\_\_\_

\_\_\_\_\_  
18 Honorable Bruce G. Iwasaki  
19 Judge of the Superior Court  
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