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12 Attorneys for Plaintiff RAMONDA SHAKIR, on
13 behalf of herself and on behalf of all other aggrieved
14 employees,

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES**

17 RAMONDA SHAKIR, on behalf of herself and
18 on behalf of all other aggrieved employees,

19 Plaintiff,

20 v.

21 VATERTON RESIDENTIAL, LLC dba
22 VATERTON RESIDENTIAL, a Delaware
23 limited liability company; and DOES 1 through
24 10, inclusive,

25 Defendant.

Case No.: 23STCV30383

Assigned for all purposes to:
Hon. Christopher K. Lui
Dept.: 76

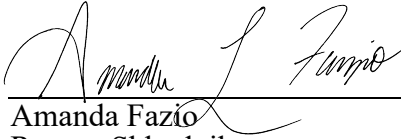
**NOTICE OF ENTRY OF AMENDED
ORDER GRANTING UNOPPOSED
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE AND FINAL JUDGMENT**

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that the court entered an Amended Order Granting Unopposed
3 Motion for Approval of Private Attorneys General Act Settlement Agreement and Release on
4 November 19, 2025, and Granted the Final Judgment on November 19, 2025. A copy of the Order
5 and Final Judgment is provided as Exhibit A.

6 DATED: November 20, 2025

D.LAW, INC.

7
8 By  _____

9 Amanda Fazio

Roman Shkodnik

10 Attorneys for Plaintiff RAMONDA SHAKIR, on
11 behalf of herself and on behalf of all other aggrieved
12 employees
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EXHIBIT A

Electronically Received 10/22/2025 10:02 AM

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Attorneys for Plaintiff RAMONDA SHAKIR
on behalf of herself and all other aggrieved employees
[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RAMONDA SHAKIR, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

WATERTON RESIDENTIAL, LLC dba
WATERTON RESIDENTIAL, a Delaware
limited liability company; and DOES 1 through
50, inclusive

Defendants.

Case No. 23STCV30383

Assigned for All Purposes To:
Hon. Christopher K. Lui
Dept.: 76

**AMENDED [~~PROPOSED~~] ORDER
GRANTING UNOPPOSED MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE; FINAL JUDGMENT**

Hearing Date: June 11, 2025
Time: 8:30 a.m.
Department: 76

Reservation Number: 718206578195

FILED
Superior Court of California
County of Los Angeles
11/19/2025

David W. Slayton, Executive Officer / Clerk of Court
By: T. Le Deputy

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12 on behalf of herself and all other aggrieved employees

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Attorneys for Defendant

19 WATERTON RESIDENTIAL, LLC

On June 11, 2025, at 8:30 a.m. in Department 76, Plaintiff Ramonda Shakir's ("Plaintiff") unopposed Motion for Approval of the parties' Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement") came before the Court for hearing pursuant the Private Attorney's General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiff appeared via PAGA Counsel and counsel also appeared for Waterton Residential, LLC dba Waterton Residential ("Defendant"). There were no other appearances and no objections to the motion. Having considered the motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiffs' motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order incorporates the Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement") agreed to between Plaintiff, on behalf of herself and the State of California, on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. There are approximately 130 Aggrieved Employees, defined as all individuals who worked for Defendant as hourly, non-exempt employees in California at any time during the PAGA Period September 14, 2022 through July 15, 2024.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$165,000 ("Gross Settlement Amount"), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted to the Labor and Workforce Development Agency fully and adequately complied with the notice

1 requirements of California Labor Code § 2699.

2 5. Upon the Effective Date, the Plaintiff and the PAGA Employees shall be bound by
3 the releases set forth in the Settlement Agreement. Specifically, by operation of this Judgment,
4 Plaintiff, on behalf of herself, the State of California, and all PAGA Employees, release the
5 Released Parties from the Released Claims, further defined below, during the PAGA Period from
6 September 14, 2022 through July 14, 2024. PAGA Employees may discover facts in addition to
7 those they now know or believe to be true with respect to the subject matter of the Released Claims,
8 but upon the Effective Date, PAGA Employees shall be deemed to have, and by operation of the
9 Settlement Approval order shall have, fully, finally, and forever settled and released any and all of
10 the Released Claims, without regard to the subsequent discovery or existence of such different or
11 additional facts. For that reason PAGA Employees cannot sue or otherwise make a claim against
12 any of the Released Parties that seeks recovery for any of the Released Claims. Released Claims
13 are defined as all claims for PAGA penalties that were alleged, or could have been alleged, based
14 on the facts stated in the Operative Complaint and the PAGA Notice that occurred during the
15 PAGA Period including but not limited to all claims seeking the civil penalties for violations of
16 the California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7,
17 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199 and the
18 corresponding provisions of the relevant IWC Wage Orders, with respect to failure to pay overtime
19 wages, failure to pay minimum wage, failure to provide meal and rest breaks, failure to timely pay
20 wages upon separation of employment and failure to provide compliant wage statements. The
21 release of the Released Claims shall be effective as to the defined “PAGA Period”, which is the
22 period from September 14, 2022 through July 14, 2024.

23 6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
24 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
25 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
26 Action, or of any wrongdoing by the Defendant, or any of the other Released Parties.

27 7. Pursuant to the terms of the Settlement, the Court approves Plaintiff’s Counsel
28 D.Law, Inc., David Yeremian & Associates, Inc., and Capstone Law APC as PAGA Counsel for

1 settlement purposes.

2 8. This Order incorporates the Settlement Agreement agreed to between Plaintiff, on
3 behalf of herself and the State of California, on the one hand, and Defendant on the other hand.
4 Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning
5 as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this
6 lawsuit and all matters relating thereto, and over all parties to the Action.

7 9. The Court has considered the nature of the claims, the amount paid in settlement,
8 which is \$165,000 (“Gross Settlement Amount”), the allocation of settlement proceeds among the
9 Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties'
10 respective positions rather than the result of a finding of liability at trial. The Court hereby finds
11 the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory,
12 has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court
13 therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties
14 to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

15 10. The Court hereby finds that Plaintiff’s notice of the proposed Settlement submitted
16 to the Labor and Workforce Development Agency fully and adequately complied with the notice
17 requirements of California Labor Code § 2699.

18 11. Pursuant to the terms of the Settlement, the Court awards Attorney's Fees to
19 Plaintiff’s PAGA Counsel D.Law, Inc., David Yeremian & Associates, Inc., and Capstone Law
20 APC in the total amount of **\$57,750.00**, to be paid out of the Gross Settlement Amount, as final
21 payment for and satisfaction of any and all attorney's fees arising out of the Action.

22 12. Pursuant to the terms of the Settlement, the Court awards Attorney's Costs to PAGA
23 Counsel in the amount of **\$11,490.04**, to be paid out of the Gross Settlement Amount, as final
24 payment for and complete satisfaction of any and all attorney's costs arising out of the Action.

25 13. The Court appoints Simpluris (“Simpluris”) to serve as the Settlement
26 Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards
27 administration related payments in the amount of **\$3,000.00** as compensation for its fees and costs
28 in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

1 14. Pursuant to the terms of the Settlement Agreement, the Net Settlement Fund of
2 approximately **\$92,759.96** shall be allocated as follows: seventy-five percent (75%) of the Net
3 Settlement Fund, or **\$69,569.97**, will be paid to the LWDA, and the remaining twenty-five percent
4 (25%), or **\$23,189.99**, will be paid to all PAGA Employees allocated pursuant to the method set
5 forth in the Settlement Agreement for calculating Individual Settlement Payments.

6 15. Defendant will not be required to pay any additional amounts in connection with
7 the Settlement other than those amounts specifically set forth in the Settlement Agreement and this
8 Order.

9 16. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
10 purposes of supervising the implementation, enforcement, construction, administration, and
11 interpretation of the Settlement Agreement and this Judgment.

12 17. The Court hereby enters judgment of the entire Action, with prejudice, for the
13 reasons set forth above and upon the terms set forth in the Settlement Agreement.

14 18. This Judgment is intended to be a final disposition of the above-captioned action in
15 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
16 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

17 **IT IS SO ORDERED.**

18
19 DATED: November 19, 2025



Hon. Christopher K. Lui
Judge of the Superior Court

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

Chris Braham
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[X] (BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

Executed on November 20, 2025, at Glendale, California.

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