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on behalf of himself and others similarly situated

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

ABDOLLA KOWIGHADOUSH, an individual,
on behalf of himself and others similarly
situated,

Plaintiff,

vs.

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

Defendants.

Case No. 23STCV23689

Assigned To:
Hon. Timothy Patrick Dillon
Dept.: 15

**~~AMENDED [PROPOSED]~~ ORDER
GRANTING UNOPPOSED MOTION
FOR APPROVAL OF PAGA
SETTLEMENT AGREEMENT; FINAL
JUDGMENT**

Hearing Held On:
Date: October 29, 2025
Time: 9:00 a.m.
Department: 15

On October 29, 2025, at 9:00 a.m. in Department 15, Plaintiff Abdolla Kowighadoush's ("Plaintiff") unopposed Motion for Approval of PAGA Settlement Agreement ("Motion") entered into by and between Plaintiff, on behalf of himself, the State of California, and all aggrieved employees ("Aggrieved Employees"), and Defendant NKSFB, LLC ("Defendant") (Plaintiff and Defendant collectively referred to herein as "the Parties"), came before the Court for hearing pursuant to the Private Attorney General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiff appeared via his counsel ("PAGA Counsel") and counsel also appeared for Defendant. There were no other appearances and no objections to the Motion. Having considered the Motion, the PAGA Settlement Agreement and Amendment to PAGA Settlement Agreement (together, "Settlement Agreement"), all supporting documents, the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff's Motion is GRANTED.

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

1. This Order incorporates the Settlement Agreement entered into between Plaintiff, on behalf of himself, Aggrieved Employees, 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. Aggrieved Employees are defined as "all persons who are employed or were previously employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period." "PAGA Period" means the period from September 29, 2022, through and including June 23, 2024.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$242,500.00 ("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, oppressive, or confiscatory. The Settlement reached was a result of serious and non-collusive, arms-length negotiations. The

1 Court, therefore, approves the Settlement as set forth in the Settlement Agreement and directs the
2 Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

3 4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted
4 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied
5 with the notice requirements of California Labor Code § 2699.

6 5. Effective on the date when Defendant fully funds the Gross Settlement Amount,
7 Plaintiff, Aggrieved Employees, and the State of California shall be bound by the release set forth
8 in the Settlement Agreement as follows:

9 Release by Aggrieved Employees and the LWDA:

10 Plaintiff, standing in the shoes of the Labor Commissioner/LWDA to the extent permitted
11 by law, and on behalf of the State of California and all Aggrieved Employees, for themselves and
12 for their respective spouses, domestic partners, children, estates, heirs, trusts, and representatives,
13 forever and completely releases and discharges the Released Parties from the Released PAGA
14 Claims. It is the intent of the Parties that the Approval Order entered by the Court shall have full
15 equitable and collateral estoppel and res judicata effect and be final and binding upon Plaintiff,
16 the LWDA, and the Aggrieved Employees. Each Aggrieved Employee and the LWDA will be
17 deemed to have made the foregoing Release as if by manually signing it.

18 "Released Parties" means Defendant and each of its divisions, subsidiaries, partnerships,
19 parents, affiliated companies, trusts, or other related entities, past and present, and each of them,
20 as well as each of their directors, officers, shareholders, partners, members, representatives,
21 executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business
22 managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of
23 them and their marital community.

24 "Released PAGA Claims" means any and all claims for PAGA penalties that were alleged,
25 or reasonably could have been alleged, based on the facts stated in the Operative Complaint and
26 the LWDA Letter against Defendant and the Released Parties, including all claims for civil
27 penalties under PAGA for (1) failure to pay minimum wage, (2) failure to pay wages and overtime
28 under Labor Code Section 510, (3) failure to provide meal periods, (4) failure to provide rest

1 periods, (5) violation of California Labor Code Section 226, (6) Violation of California Labor
2 Code Section 221, (7) Violation of California Labor Code Section 204, (8) Violation of California
3 Labor Code Section 203, (9) failure to maintain records under California Labor Code Sections
4 1174 and 1174.5, (10) failure to produce requested records under California Labor Code Sections
5 226 and 1198, and (11) failure to reimburse necessary business expenses under California Labor
6 Code Section 2802, and further including all claims for civil penalties under PAGA for alleged
7 violations of California Labor Code Sections 201, 202, 203, 204, 210, 221, 226, 226.7, 246,
8 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197,
9 1198, 1199, 2810.5, 2698, 2699 et seq., and 2802, as well as any applicable IWC Orders, arising
10 at any time during the Release Period.

11 “Release Period” means the period from September 29, 2022 through October 26, 2024.

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

16 7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA
17 Counsel for settlement purposes.

18 8. Pursuant to the terms of the Settlement, the Court awards a PAGA Counsel Fees
19 Payment in the amount of \$80,833.33, to be paid out of the Gross Settlement Amount, as final
20 payment for and satisfaction of any and all attorneys’ fees arising out of the Action.

21 9. The Court awards a PAGA Counsel Litigation Expenses Payment in the amount of
22 **\$22,556.39**, to be paid out of the Gross Settlement Amount, as final payment for and complete
23 satisfaction of any and all attorneys’ costs arising out of the Action.

24 10. The Court appoints Apex Class Action Administration (“Apex”) to serve as the
25 Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards
26 administration-related payments in the amount of **\$7,000.00** as compensation for its fees and costs
27 in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

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1 11. Pursuant to the terms of the Settlement Agreement, the PAGA Penalties payment
2 of approximately **\$132,110.28** shall be allocated to the PAGA Settlement Payment as follows:
3 75% (**\$99,082.71**) allocated to the LWDA (“LWDA PAGA Payment”) and 25% (**\$33,027.57**)
4 allocated to the Aggrieved Employees (“Individual PAGA Payments”) and will be paid out
5 pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA
6 Payments.

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

10 13. The Court hereby approves the Notice of PAGA Settlement and Release of Claims
11 to be mailed to Aggrieved Employees along with the Individual PAGA Payments by the
12 Settlement Administrator.

13 14. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
14 purposes of supervising the implementation, enforcement, construction, administration, and
15 interpretation of the Settlement Agreement and this Judgment.

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

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

21 15. As the Judgment is consistent with the terms of the Settlement Agreement, the
22 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
23 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
24 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
25 waiver of the right to oppose such motions, writs, or appeals. If another individual or entity who
26 is not a Party to this Agreement appeals the Judgment, the Parties’ obligations to perform under
27 the Settlement Agreement will be suspended until such time as the appeal is finally resolved and
28 the Judgment becomes final.

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2 **IT IS SO ORDERED.**

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4 DATED: 01/12/2026, 2026



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6 Hon. Timothy Patrick Dillon
7 Judge of the Superior Court
8 Timothy Patrick Dillon / Judge
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