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on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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,

Defendant,

Case No. 23STCV23689

Assigned To:

Dept.: 14

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

Hearing Date: October 29, 2025

Time: 11:00 a.m.

Department: 14

On October 29, 2025, at 11:00 a.m. in Department 14, Plaintiff Abdolla Kowighadoush (“Plaintiff”) unopposed Motion for Approval of PAGA Settlement Agreement (“Settlement Agreement”) 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 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 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 ("LWDA") fully and adequately complied with the notice requirements of California Labor Code § 2699.

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

Release by Aggrieved Employees and the LWDA:

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

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

"Released PAGA Claims" means any and all claims for civil penalties under PAGA arising from the pleaded claims in the Action and the LWDA Letter for the Release Period, and from all other claims for civil penalties arising from, related to, or otherwise connected with the underlying factual allegations contained in the LWDA Letter and in the Action, that Plaintiff, on behalf of himself, the LWDA and the Aggrieved Employees, alleged or could allege against

Defendant and the Released Parties. The Released PAGA Claims include, without limitation, all claims for civil penalties arising under California Labor Code Sections 2698 et seq. based on the facts set forth in Plaintiff's September 9, 2023, LWDA Letter and Plaintiff's Action, and further includes all claims seeking civil penalties for (1) failure to pay minimum wage, (2) failure to pay wages and overtime under Labor Code Section 510, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) violation of California Labor Code Section 226, (6) Violation of California Labor Code Section 221, (7) Violation of California Labor Code Section 204, (8) Violation of California Labor Code Section 203, (9) failure to maintain records under California Labor Code Sections 1174 and 1174.5, (10) failure to produce requested records under California Labor Code Sections 226 and 1198, and (11) failure to reimburse necessary business expenses under California Labor Code Section 2802, and further including all claims for civil penalties pursuant to California Labor Code Sections 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2810.5, 2698, 2699 et seq., and 2802, as well as any applicable IWC Orders, arising at any time during the Release Period.

"Release Period" means the period from September 29, 2022 through October 26, 2024.

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

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

8. Pursuant to the terms of the Settlement, the Court awards a PAGA Counsel Fees Payment in the amount of \$84,875.00, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorneys' fees arising out of the Action.

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

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

5 11. Pursuant to the terms of the Settlement Agreement, the PAGA Penalties payment
6 of approximately **\$128,068.61** shall be allocated to the PAGA Settlement Payment as follows:
7 75% (**\$96,051.46**) allocated to the LWDA (“LWDA PAGA Payment”) and 25% (**\$32,017.15**)
8 allocated to the Aggrieved Employees (“Individual PAGA Payments”) and will be paid out
9 pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA
10 Payments.

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

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

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

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

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

25 15. As the Judgment is consistent with the terms of the Settlement Agreement, the
26 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
27 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
28 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any

1 waiver of the right to oppose such motions, writs, or appeals. If another individual or entity who
2 is not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform under
3 the Settlement Agreement will be suspended until such time as the appeal is finally resolved and
4 the Judgment becomes final.

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6 **IT IS SO ORDERED.**

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8 DATED: _____, 2025

9 Judge of the Superior Court
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