

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Brian J. St. John (SBN 304112) FIRM NAME: LAWYERS for JUSTICE, PC STREET ADDRESS: 450 North Brand Blvd., Suite 900 CITY: Glendale TELEPHONE NO.: 818.265.1020 EMAIL ADDRESS: brian@calljustice.com ATTORNEY FOR (name): Plaintiff Arbak Mkhitarian SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIN STREET ADDRESS: 3501 Civic Center Drive MAILING ADDRESS: CITY AND ZIP CODE: San Rafael, 94903 BRANCH NAME: Marin County Superior Court	STATE BAR NUMBER: STATE: CA ZIP CODE: 91203 FAX NO.: 818.265.1021	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California County of Marin 12/05/2025 James M. Kim, Clerk of the Court By: C. St. Clair, Deputy						
PLAINTIFF/PETITIONER: Arbak Mkhitarian DEFENDANT/RESPONDENT: Nautilus Hyosung America, Inc.		CASE NUMBER: CV0002545 / Dept. E						
<table border="0"> <tr> <td colspan="3" style="text-align: center;">NOTICE OF ENTRY OF JUDGMENT OR ORDER</td> </tr> <tr> <td style="vertical-align: top;"> (Check one): </td> <td style="vertical-align: top;"> ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) </td> <td style="vertical-align: top;"> ☐ LIMITED CASE (Amount demanded was \$35,000 or less) </td> </tr> </table>			NOTICE OF ENTRY OF JUDGMENT OR ORDER			(Check one):	☒ UNLIMITED CASE (Amount demanded exceeded \$35,000)	☐ LIMITED CASE (Amount demanded was \$35,000 or less)
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TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: December 1, 2025

2. A copy of the judgment, decree, or order is attached to this notice.

Exhibit A - Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, and Individual Release Fee, and Settlement Administration Costs

Date: December 5, 2025

Brian J. St. John

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


 (SIGNATURE)

PLAINTIFF/PETITIONER: Arbak Mkhitarian
 DEFENDANT/RESPONDENT: Nautilus Hyosung America, Inc.

CASE NUMBER:
 CV0002545 / Dept. E

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE.

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: December 5, 2025

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT A

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
Ani Menedjian (SBN 360616)
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
Superior Court of California
County of Marin
12/01/2025
James M. Kim, Clerk of the Court
N. Johnson, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN**

ARBAK MKHITARYAN, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

NAUTILUS HYOSUNG AMERICA, INC., a
Delaware corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CV0002545

Honorable Andrew E. Sweet
Department E

AES
~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, AND
INDIVIDUAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS

Date: November 7, 2025
Time: 1:30 p.m.
Department: E

Complaint Filed: April 12, 2024
Trial Date: None Set

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND
COSTS, INDIVIDUAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter came before the Honorable Andrew E. Sweet in Department E of the Superior Court of
2 the State of California, for the County of Marin, located at 3501 Civic Center, Vera Schultz Drive, San
3 Rafael, California 94903, on November 7, 2025, on Plaintiff Arbak Mkhitarian's ("Plaintiffs") Motion for
4 Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and
5 Award of Attorneys' Fees and Costs, Individual Release Fee, and Settlement Administration Costs
6 ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiff and Snell &
7 Wilmer, L.L.P. appeared for Defendant Nautilus Hyosung America, Inc. ("Defendant").

8 On or around June 3, 2025, Plaintiff and Defendant (together, the "Parties") executed the Private
9 Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or
10 "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Ani Menedjian and Plaintiff Arbak Mkhitarian, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of that statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and
21 the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because notice to the
22 Labor and Workforce Development Agency ("LWDA") was filed prior to June 19, 2024.

23 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to,
25 providing the LWDA and Defendant with notice of the specific provisions of the California Labor Code
26 alleged to have been violated, including, and not limited to, the facts and theories to support the alleged
27 violations, in conformity with California Labor Code § 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the “Action”).

4 6. The Settlement pertains to the following aggrieved employees:

5 All current and former hourly-paid or non-exempt employees who worked for Defendant in the
6 State of California during the period from February 7, 2023 through May 25, 2025 (the
“Aggrieved Employees”).

7 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
8 negotiations.

9 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Total Settlement Amount (\$400,000.00) less the approved Attorneys’ Fees and Costs
13 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), Individual Release Fee to Plaintiff, and Settlement
14 Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent
15 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
16 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
17 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

18 9. The Court has considered the Settlement, and the monetary allocations provided thereby,
19 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
20 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
21 with, this Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$140,000.00 to Plaintiff’s Counsel for attorneys’ fees.
23 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
24 this Order and Judgment and the Settlement Agreement.

25 11. The Court approves the payment of \$9,201.18 to Plaintiff’s Counsel for reimbursement of
26 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
27 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
28 Agreement.

12. The Court approves payment in the amount of \$10,000.00 to Plaintiff Arbak Mkhitarian for his Individual Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves payment up to the amount of \$4,000.00 to Simpluris, Inc. for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

14. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their 25% share of the Net Settlement Amount (i.e., the “Employees’ Portion”) (“Individual Settlement Share(s)”).

16. Defendant will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with this Order and Judgment and the Settlement Agreement.

17. No later than twenty-one (21) calendar days of the date of this Order and Judgment, Defendant shall deposit \$400,000.00 into a qualified settlement account established, by the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

18. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List, and Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall distribute the Individual Settlement Share checks and Cover Letters to all Aggrieved Employees (together, the “PAGA Settlement Package”), the Individual Release Fee to Plaintiff, the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees, the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless instructed otherwise by Plaintiff’s Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with cancelled checks

1 shall be transmitted to the California State Controller's Office Unclaimed Property Division in the name of
2 the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement
3 Share(s).

4 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
5 Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the
6 Total Settlement Amount, and except as to the rights and obligations created by this Settlement
7 Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to
8 have knowingly and voluntarily released and forever discharged the Released Parties, to the full extent
9 permitted by law, from the Action and from the Released Claims.

10 21. "Released Parties" means Defendant, including Defendant's parent corporation, affiliates,
11 subsidiaries, divisions, predecessors, owners, third-party administrators, insurers, reinsurers, successors and
12 assigns, and their current and former employees, attorneys, officers, directors, board members, and
13 agents thereof, both individually and in their business capacities, and their employee benefit plans
14 and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

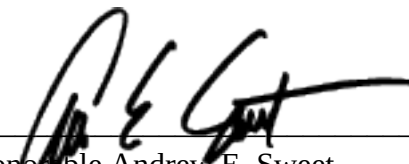
15 22. "Released Claims" means all claims, arising during the PAGA Period, for civil penalties
16 under all versions of the California Labor Code section 2698, *et seq.*, as amended, as well as any interest,
17 fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint or the
18 Mkhitarian PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime
19 wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant
20 rest periods and associated premiums, failure to timely pay wages during employment, failure to timely
21 pay wages upon termination, failure to provide compliant and accurate wage statements, failure to
22 maintain complete and accurate payroll records, and failure to reimburse necessary business- related
23 expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
24 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare
25 Commission Wage Orders, including inter alia, Wage Orders 1-2001 and 4-2001. With respect to Plaintiff,
26 the Released Claims exclude claims arising from the allegations in Plaintiff's arbitration demands alleging
27 wrongful termination against Defendant and discrimination case against Defendant before the State of
28

California Civil Rights Division, CRD No. 202405-24899129, to the extent they could arise under PAGA, which are the subject of a separate settlement.

23. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

24. A Final Accounting Hearing is set for May 8, 2026 at 1:30 p.m. in Department E. Class Counsel shall submit the Settlement Administrator's accounting report regarding the status of the funding and disbursement of the Settlement at least five (5) court days prior to the Final Compliance Hearing.

Date: 12/01/2025


Honorable Andrew E. Sweet
Judge of the Superior Court

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 450 N. Brand Blvd., Suite 900, Glendale, California 91203

On December 5, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action follows:

Brian J. Mills
Anne Dwyer
SNELL & WILMER L.L.P.
600 Anton Blvd, Suite 1400
Costa Mesa, California 92626-7689

Service Emails: bmills@swlaw.com; adwyer@swlaw.com; srippe@swlaw.com;
docket_oc@swlaw.com

Attorney for Defendant NAUTILUS HYOSUNG AMERICA, INC.

[X] BY E-MAIL

By agreement of the parties, the above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 5, 2025, at Glendale, California.


Isabel Yang