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

NIMA NASERZADEH, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

KAMBRIAN CORPORATION, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV04343

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Carolyn
B. Kuhl, Dept. 12]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: September 4, 2025

Time: 10:00 a.m.

Dept: 12

Complaint filed: February 28, 2023
FAC filed: November 13, 2023
SAC filed: July 21, 2025
Trial date: Not set

1 The Court has before it Plaintiff Nima Naserzadeh’s (“Plaintiff”) Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, along with the supporting documents, the Class Action and PAGA
4 Settlement Agreement (which is referred to here as the “Settlement Agreement”), and good
5 cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff and Defendant Kambrian
10 Corporation (“Defendant,” and together with Plaintiff, the “Parties”), attached to the
11 Supplemental Declaration of Arrash T. Fattahi in Support of Plaintiff’s Motion for Preliminary
12 Approval of Class Action Settlement as Exhibit 1.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$350,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
18 a \$25,000.00 payment to the State of California, Labor & Workforce Development Agency
19 (“LWDA”) for its share of the settlement of claims for penalties under the Private Attorneys
20 General Act (“PAGA”), with 75% of which (\$18,750.00) being paid to the LWDA and 25%
21 (\$6,250.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
22 payment of up to \$10,000.00 for Plaintiff; (d) Class Counsel’s attorneys’ fees, not to exceed 1/3
23 of the Gross Settlement Amount (\$116,666.67), and up to \$30,000.00 in costs for actual
24 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
25 \$6,350.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair

1 and reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith. However, notwithstanding anything to the
10 contrary in the Settlement Agreement, no release of claims is valid until the Defendant has paid in full the Gross Settlement Amount.

11 4. A final fairness hearing on the question of whether the proposed settlement,
12 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
13 of claims for penalties under the PAGA, and the class representative enhancement award should
14 be finally approved as fair, reasonable and adequate as to the members of the class is hereby set
15 in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Settlement Class"): "all persons employed by Kambrian in California and classified as a
18 low-voltage tech worker classified as an independent contractor during the Class Period."

19 6. "Class Period" means the period from September 3, 2018 to December 31, 2024.

20 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
21 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
22 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
23 of law and fact that are common, or of general interest, to all Settlement Class Members, which
24 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
25 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
26 the interests of the Settlement Class Members; and (5) a class action is superior to other
27 available methods for the fair and efficient adjudication of the controversy.

28 8. The Court appoints as Class Representative, for settlement purposes only,
Plaintiff Nima Naserzadeh. The Court further preliminarily approves Plaintiff's ability to

request an incentive award up to \$10,000.00.

9. The Court appoints, for settlement purposes only, Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount (\$116,666.67), and costs not to exceed \$30,000.00.

10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$6,350.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any class member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	15 days after the Court's order granting Motion for Preliminary Approval
Settlement Administrator to mail the Notice Packets	14 days after receipt of the Class List from Defendant
Response Deadline	45 days after Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval, which is _____;
Final Approval Hearing	<u>Feb. 3, 2026 at 10:30 am</u> a.m./p.m., or

first available date thereafter, in Department
12. The hearing may be continued to another
date without further notice to the Class
Members.

15. The Court further ORDERS that, pending further order of this Court, all proceedings
in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.



A handwritten signature in cursive script that reads "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

DATE: 09/04/2025

Hon. Carolyn B. Kuhl
Los Angeles County Superior Court

Naserzadeh v. Kambrian Corporation, et al.
23STCV04343

Jonathan Austin
Jonathan Austin