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7 Attorneys for Plaintiff(s),
8 PARY AL ZAHAWI, and all others similarly situated
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11
12 **FOR THE COUNTY OF LOS ANGELES**
13 **(UNLIMITED JURISDICTION)**

14 PARY AL ZAHAWI, on behalf of herself, all
15 others similarly situated, the general public, and
16 as an "aggrieved employee" on behalf of other
"aggrieved employees" under the Labor Code
Private Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.
19

20 THE KIND CENTER, INC., a California
21 corporation; KB COLLECTIVE FOR
22 COMPASSION AND CARE, INC., a
23 California corporation; FLOWER COMPANY,
a California business entity of unknown form;
and DOES 1-50, inclusive,

24 *Defendant(s).*

FILED
Superior Court of California
County of Los Angeles

07/14/2025

David W. Stryker, Executive Officer / Clerk of Court

By: R. Lindsey Deputy

Case No.: 22STCV38571

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Hearing Information

Action filed: 12/9/2022
Hearing Date: 07/14/2025
Hearing Time: 10:00 a.m.
Hearing Dept: SC-11, The Honorable
David S. Cunningham



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1 This matter came on for hearing on July 14, 2025 at 10:00 a.m. in Department 11 of the
2 above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class
4 Action Settlement and Release of Claims (the "Settlement") filed herewith which provides for a
5 Gross Settlement Amount ("GSA") of up to \$221,500.00 in compromise of all disputed claims
6 on behalf of all persons employed directly by KB Collective in California as non-exempt,
7 including but not limited to those individuals who worked as delivery drivers and were allegedly
8 jointly employed by KB Collective and Western Flower Company during the Class Period of
9 December 09, 2018 to February 2, 2024. All capitalized terms used herein shall have the same
10 meaning as defined in the Settlement.

11 In accordance with the Court's prior Order Granting Preliminary Approval of Class
12 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
13 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
14 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
15 and the evidence and argument received by the Court in conjunction with the motions for
16 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
17 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
18 DETERMINATIONS:

19 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
20 to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary
21 Approval of Class Action Settlement of March 5, 2025, the Notice Packet was sent to each Class
22 Member by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
23 Settlement, their right to receive their proportional share of the Settlement, their right to request
24 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
25 person or by counsel at the Final Approval Hearing and be heard regarding Final Approval of the
26 Settlement. Adequate periods of time were provided by each of these procedures. No member of
27 the Settlement Class presented written objections to the proposed Settlement as part of this notice
28 process, stated an intention to appear, or actually appeared at the final approval hearing.



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1 2. For purposes of this Final Order and Judgment, the Class Member means all
2 persons employed directly by KB Collective in California as non-exempt, including but not
3 limited to those individuals who worked as delivery drivers and were allegedly jointly employed
4 by KB Collective and Western Flower Company during the Class Period. The “Class Period” is
5 any time during the period of December 09, 2018 to February 2, 2024 (“Settlement Class Period”).

6 3. The Court finds and determines that the notice procedure afforded adequate
7 protections to Class Members and provides the basis for the Court to make an informed decision
8 regarding final approval of the Settlement based on the responses of Class Members. The Court
9 finds and determines that the notice provided in this case was the best notice practicable, which
10 satisfied the requirements of law and due process as to all persons entitled to such notice.

11 4. **Release by Plaintiff and Class Members.** The Parties agree that it is their intent
12 that the resolution set forth in this Settlement will release and discharge Plaintiff, the Released
13 PAGA Claims and the Released Class Claims by way of any further attempt, by lawsuit,
14 administrative claim or action, arbitration, demand, or other action of any kind by each and all of
15 the Settlement Class Members (including participation to any extent in any representative or
16 collective action) against the Released Parties. This release will not take effect until Defendants
17 have paid the Gross Settlement Amount in full per the Settlement Agreement.

18 **“Plaintiff’s Release”** as set forth in Paragraph 6.1 and 6.1.1 of the Settlement Agreement
19 shall mean Plaintiff and her respective former and present spouses, representatives, agents,
20 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
21 Parties from all claims, transactions, or occurrences that occurred during the Class Period,
22 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
23 based on the facts contained, in the Operative Complaint; (b) all PAGA claims that were, or
24 reasonably could have been, alleged based on facts contained in the Operative Complaint,
25 Plaintiff’s PAGA Notice, or ascertained during the Action and released under Paragraph 6.2,
26 below; (c) any and all claims, demands, rights, liabilities and causes of action of every nature and
27 description whatsoever, known or unknown, in federal, state or local statutory or common law,
28 including ordinances, regulations, and wage orders, relating to, or in connection with Plaintiff’s



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1 relationship with any Released Party, including, but not limited to, her employment and alleged
2 joint employment with any Defendant, her separation from such alleged employment, including,
3 without limitation, claims for any form of harassment, discrimination, wrongful termination;
4 claims under all state and federal equal employment opportunity laws; claims under all federal
5 and state labor statutes and regulations; the Americans with Disabilities Act; Title VII of the Civil
6 Rights Act; the Civil Rights Act of 1991; the Older Workers Benefit Protection Act (OWBPA);
7 the Age Discrimination in Employment Act (ADEA); the Family and Medical Leave Act; the
8 Employee Retirement Income Security Act; the National Labor Relations Act; the Rehabilitation
9 Act of 1973, as amended; the Worker Adjustment Retraining and Notification Act of 1988, as
10 amended; the Uniformed Services Employment and Reemployment Rights Act; the Fair Credit
11 Reporting Act; the California Family Rights Act; the California Fair Employment and Housing
12 Act; the California Pregnancy Disability Leave law; the California Labor Code, including,
13 without limitation, Sections 132(a) and 1102.5; any California Industrial Welfare Commission
14 Wage Order; the Fair Labor Standards Act; the Equal Pay Act; the California Government Code;
15 the California Civil Code, as amended; the California Penal Code, as amended; the California
16 Business and Professions Code; the Families First Coronavirus Response Act; any state and local
17 employment laws regarding COVID-19; the California Privacy Rights Act; the United States
18 Constitution; the California Constitution; and any and all claims for wages, damages, restitution,
19 equitable relief, civil and statutory penalties, liquidated damages and/or punitive damages; and
20 (d) any and all claims for attorneys' fees and/or costs, and claims relating to any other legal
21 limitation on the alleged employment relationship Plaintiff had, now has or hereinafter may have,
22 up to and including the date of Plaintiff's execution of this Agreement, including without
23 limitation, any and all claims, costs and expenses arising out of or in any way related to Plaintiff's
24 employment or alleged joint employment with KB Collective and Western Flower Company.
25 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
26 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
27 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
28 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in



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1 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
2 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
3 or additional facts or Plaintiff's discovery of them. The Parties declare and represent that they
4 intend this Agreement to be complete and not subject to any claim of mistake, and that the releases
5 herein express full and complete releases, and that they intend that the releases herein shall be
6 final and complete. Plaintiff's Release also includes a release under California Civil Code Section
7 1542. However, Plaintiff's release does not include any claims or prayer for relief in Los Angeles
8 County Superior Court Case number 23VECV05310.

9 **"Released PAGA Claims"** as set forth in Paragraph 6.3 of the Settlement Agreement
10 shall mean that all PAGA Employees are deemed to release, on behalf of themselves and their
11 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
12 and assigns, the Released Parties from any and all claims for PAGA penalties that were alleged,
13 or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
14 Complaint and/or the PAGA Notice, including, but not limited to, Labor Code Sections 1194,
15 1198, 226.7, 512, 226, 201, 202, 203, 204, 210, 2802, 2698 and all applicable Wage Orders
16 ("Released PAGA Claims"). Even if a PAGA Employee chose to opt out of the Settlement, they
17 will still be bound by the Release of PAGA Claims herein.

18 **"Released Class Claims"** as set forth in Paragraph 6.2 of the Settlement Agreement shall
19 mean that all Participating Class Members, on behalf of themselves and their respective former
20 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
21 release Defendants and the Released Parties from all rights, demands, liabilities, damages,
22 penalties, suits, debts, obligations, claims and causes of action, whether known or unknown, that
23 were stated or that could have been stated in the Operative Complaint and those based upon the
24 facts alleged in the Operative Complaint, which includes, but is not limited to Labor Code sections
25 1194, 1198, 226.7, 512, 226, 201, 202, 203, 204, 210, 2802, 2698 et seq., all applicable Wage
26 Orders and any and all claims for unpaid wages (including reporting time wages, payment at the
27 correct regular rate of pay and unauthorized deductions); failure to authorize and permit rest
28 periods (including payment of rest break penalties); failure to provide meal periods (including



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1 payment of meal period penalties); failure to indemnify business-related expenses; failure to
2 provide accurate itemized wage statements (including wage statement penalties); failure to
3 maintain required payroll records; failure to timely pay wages (including waiting time penalties);
4 all derivative claims; and the California Business & Professions Code section 17200 as it pertains
5 to the underlying Labor Code Claims. Except as set forth in Paragraph 6.3 of the Settlement
6 Agreement, Participating Class Members do not release any other claims, including claims for
7 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
8 unemployment insurance, disability, social security, workers' compensation, or claims based on
9 facts occurring outside the Class Period.

10 **"Released Parties"** shall mean Defendants KB Collective and Western Flower Company,
11 and each of their past, present, and future parent companies, subsidiaries, affiliates, divisions, and
12 agents and all of their respective employees, principals, managing agents, members, attorneys,
13 officers, directors, board members, investors, shareholders, owners, partners, legal
14 representatives, accountants, insurers, trustees, administrators, real or alleged alter egos, real or
15 alleged joint employers, predecessors, successors, transferees, assigns and insurers, including, but
16 not limited to, Endors Toi, PBC (d/b/a Western Flower Company), Prussian Sticks, LLC,
17 McDoestle Company, Inc. and Arthur Lichtenberger.

18 2. The Court further finds and determines that the terms of the Settlement (including
19 the consideration to be paid) are fair, reasonable and adequate, that the Settlement is ordered
20 finally approved, and that all terms and provisions of the Settlement, including the release of
21 claims contained therein, should be and hereby are ordered to be consummated, and directs the
22 Parties to effectuate the Settlement according to its terms. As of the Effective Date of Settlement,
23 and for the duration of the Settlement Class Period, all Class Members are hereby deemed to have
24 waived and released all Released Claims and are forever barred and enjoined from prosecuting
25 the Released Claims against the Released Parties as fully set forth in the Settlement. No objections
26 were received by the Parties or the Court through the date of this Final Order and Judgment. The
27 Court finds no Class Member submitted a request for exclusion from the Settlement as determined
28 by the Administrator.



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1 3. The Private Attorney Generals Act (“PAGA”) Payment from the Settlement
2 Agreement is for \$5,000 of the Gross Settlement Amount, which is to be allocated \$3,750.00 to
3 the California Labor and Workforce Development Agency (“LWDA”) and \$1,250.00 will be
4 distributed to the PAGA Employees based on their respective PAGA Pay Periods during the
5 PAGA Period. The PAGA Penalties from the Settlement Agreement shall be allocated to all
6 PAGA Employees regardless of whether they request exclusion from the Class. These PAGA
7 Payments are fair, reasonable and adequate. The Court also finds and determines that the notice
8 Plaintiffs submitted to the LWDA of the Settlement complied with the statutory requirements of
9 PAGA.

10 4. The Court finds and determines that (a) the Settlement Shares to be paid to
11 Participating Class Members and (b) the LWDA PAGA Payment as civil penalties under the
12 California Labor Code Private Attorneys General Act of 2004, as amended, California Labor
13 Code sections 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court
14 hereby grants final approval to, and orders the payment of, those amounts be made to the PAGA
15 Employees and to the California Labor & Workforce Development Agency (“LWDA”), in
16 accordance with the terms of the Settlement. The Court also finds that as set forth in Paragraph
17 6.3 of the Settlement Agreement, PAGA Employees are deemed to release all Released PAGA
18 Claims.

19 5. The Court further grants final approval to and orders that the following payments
20 be made in accordance with the terms of the Settlement:

21 a. Class Counsel fees & costs of \$73,833.33 in attorneys’ fees and \$12,765.88
22 in litigation costs to Class Counsel;

23 b. \$5,000.00 as a Class Representative Service Payment award payable to
24 Plaintiff for her services as Class Representative;

25 c. \$6,500.00 in costs of the Administrator payable to ILYM Group, Inc. for
26 its services as the Administrator; and

27 d. Payment of \$3,750.00 (75% of the (\$5,000.00 PAGA Penalty) to the
28 LWDA.



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1 7. The settlement shall proceed as directed in the Settlement, and no payments
2 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
3 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
4 of all matters relating to the interpretation, administration, implementation, effectuation and
5 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
6 Court 3.769(h) and California Code of Civil Procedure section 664.6.

7 8. Within 30 calendar days of the Effective Date of Settlement, Defendants shall
8 deposit the Settlement proceeds in an account designated by the Administrator: (i) the total
9 amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved
10 Class Counsel fees & costs, (iii) the Court-approved Class Representative Service Payment, (iv)
11 the Court-approved costs of the Administrator, (v) the payment to the LWDA, and (vi) the total
12 amount of all Individual PAGA Payments to PAGA Employees.

13 9. Other than their employer side payroll taxes, Defendants' payment of such sums
14 shall be the sole financial obligation of Defendants under the Settlement, and shall be in full
15 satisfaction of all claims released herein, including, without limitation, all claims for wages,
16 penalties, interest, attorneys' fees, costs and expenses.

17 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
18 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
19 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Administrator
20 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
21 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
22 California Unclaimed Property Fund.

23 11. The Parties shall file a final accounting report by
24 RECEIVED. A non-appearance case review re submission of a final report
25 is scheduled for RECEIVED at 11:00 a.m. in **Department 11**.

26 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
27 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
28 deposit funds for distribution by the Administrator to Participating Class Members in accordance



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1 with the Settlement.

2 13. The Court hereby enters final judgment in this case in accordance with the terms
3 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
4 Order and Judgment.

5 14. The Parties are hereby ordered to comply with the terms of the Settlement.

6 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
7 provided by the Settlement and this Final Order and Judgment.

8 16. The Settlement is not an admission by Defendants nor is this Final Order and
9 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
10 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
11 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
12 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
13 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
14 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
15 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
16 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
17 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
18 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
19 and any other papers and records on file in the Action may be filed in this Court or in any other
20 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
21 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
22 the Released Class Claims, Released PAGA Claims and Plaintiff's Release.

23 17. If the Settlement does not become final and effective in accordance with the terms
24 of the Settlement, then this Final Approval Order and Judgment, and all orders entered in
25 connection herewith (including the Preliminary Approval Order), shall be rendered null and void
26 and shall be vacated, and the Parties shall revert to their respective positions as of immediately
27 prior to December 4, 2023, and expressly reserve their respective rights regarding the prosecution
28 and defense of their respective actions, including all available defenses and affirmative defenses,



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1 and arguments that any claim in the Action(s) could not be certified as a class action and/or
2 managed as a representative action.

3 18. This document shall constitute a Judgment for purposes of California Rule of
4 Court 3.769(h).

5 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

6 07/14/2025

7
8 **DATE**

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HON. DAVID S. CUNNINGHAM
SUPERIOR COURT JUDGE



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