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FILED
Superior Court of California
County of Sacramento
07/11/2025
V. Aleman, Deputy

8 Attorneys for Plaintiffs Udoka Nweke and Farley Lewis Doxey,
9 individuals on behalf of themselves and others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SACRAMENTO**

12 UDOKA NWEKE and FARLEY LEWIS
DOXEY, on behalf of themselves and all
13 others similarly situated, and the general
14 public,

15 Plaintiffs,

16 vs.

17 KERBEROS INTERNATIONAL, INC., a
Texas Corporation; and DOES 1 through
18 50, inclusive,

19 Defendant.

Case No.: 23CV008209

CLASS ACTION

Assigned for All Purposes To:
Honorable Lauri A. Damrell
Department 22

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF THE
PARTIES' CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Date: June 20, 2025
Time: 9:00 a.m.
Location: Department 22

Original Complaint Filed: September 8, 2023
Amended Complaint Filed: November 16, 2023
Second Amended Complaint Filed: May 15, 2024
Trial Date: None Set.

*[Filed concurrently with the Declarations of
David Kelejian, Udoka Nweke, Farley Lewis
Doxey, Jarrett Gorlick, Sean Hartranft, Motion
for Preliminary Approval, and Memorandum of
Points and Authorities]*

ORDER

1
2 Plaintiffs Udoka Nweke and Farley Lewis Doxey (“Plaintiffs”), on behalf of themselves
3 and other similarly situated employees of defendant Kerberos International. Inc. (“Defendant”)
4 (collectively, “the Parties”), filed an unopposed Motion for Preliminary Approval of the Parties’
5 Class Action and PAGA Settlement Agreement (“Settlement Agreement”). The Motion was set
6 for hearing on June 20, 2025, at 9:00 a.m. in Department 22 of the Gordon D. Schaber Superior
7 Court of Sacramento Superior Court located at 720 9th Street, Sacramento, CA 95814. The Court,
8 having considered the Settlement Agreement (attached as Exhibit 1 to the Declaration of David
9 Keledjian) and the Notice of Proposed Class Action and PAGA Settlement (“Class Notice”)
10 (attached as Exhibit A to the Settlement Agreement and hereto), the submissions of counsel, and
11 all other papers filed in this litigation, hereby ORDERS as follows:

12 1. Plaintiffs’ Motion for Preliminary Approval of the Parties’ Settlement Agreement is
13 GRANTED;

14 2. This Order incorporates by reference the definitions in the Settlement Agreement,
15 and all terms defined therein will have the same meaning as in this Order;

16 3. The Court conditionally certifies a Class consisting of all persons employed by
17 Defendant in hourly or non-exempt positions in California during the Class Period, the period
18 from September 22, 2022, through April 4, 2024.

19 4. The class action settlement contemplated by the Settlement Agreement is
20 preliminarily approved based upon the terms set forth in the Settlement Agreement. The
21 Settlement appears to be fair, adequate, and reasonable for the Class and falls within the range of
22 reasonableness that could ultimately be granted final approval by the Court.

23 5. The Court preliminarily finds, for settlement purposes only, that the Settlement
24 Class meets (i) the ascertainability and numerosity requirements; (ii) the commonality
25 requirement because, in the absence of class certification and settlement, each individual Class
26 Member would have to litigate core common issues of law and fact, all relating to Defendant’s
27 alleged wage-and-hour violations asserted in the Action; (iii) the typicality requirement because
28 Plaintiffs’ and Class Members’ claims all arise from the same alleged events and course of

1 conduct, and are based on the same legal theories; and (iv) the adequacy of representation
2 requirement because Plaintiffs have the same interests as all members of the Class and are
3 represented by experienced and competent counsel. The Court further finds, preliminarily and for
4 settlement purposes only, that common issues predominate over individual issues in this litigation
5 and that class treatment is superior to the other means of resolving this dispute.

6 6. The preliminary approval of the class action settlement includes the approval for
7 purposes of the Settlement of Emil Davtyan, David Yeremian, David Keledjian, and David
8 Arakelyan of D.Law, Inc. as Class Counsel, Plaintiffs Udoka Nweke and Farley Lewis Doxey as
9 Class Representative, and Apex Class Action (“Apex”) as the Administrator. Class Counsel is
10 authorized to act on behalf of the Class Members with respect to all acts or consents required by
11 or which may be given pursuant to the Settlement Agreement and such other acts reasonably
12 necessary to consummate the Settlement. The Administrator is authorized to perform such acts as
13 set forth in this Order and the Settlement Agreement.

14 7. The Court grants approval of the PAGA settlement pursuant to the terms and
15 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
16 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
17 § 2699(1)(2).

18 8. The Class Notice advises the Class of the material terms and provisions of the
19 Settlement, the procedure for approval thereof, and their rights with respect thereto, and is
20 approved as to form and content. The Court approves the procedures set forth in the Settlement
21 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set
22 forth in the Class Notice.

23 9. The Class Notice will be sent in a Class Notice packet by first-class mail to the
24 Class Members in accordance with the schedule set forth in the Settlement Agreement. The dates
25 selected for the mailing and distribution of the Class Notice, and the other dates as set forth in the
26 Settlement Agreement, meet the requirements of due process and provide the best notice
27 practicable under the circumstances, and will constitute due and sufficient notice to all persons
28 entitled thereto.

1 10. Each Class Member who wishes to be excluded from the Class portion of the
2 Settlement must submit a written request to be excluded from the Class portion of the Settlement
3 by the Response Deadline set forth in the Class Notice, which is 60 days after the Administrator
4 mails Notice to Class Members (plus an addition 14 calendar days beyond the Response Deadline
5 for Class Members whose Class Notice is re-mailed). The written request should reasonably
6 communicate the Class Member’s election to be excluded from the Settlement and include the
7 Class Member’s name, address, and email address or telephone number. Any Class Member who
8 does not submit a timely request to be excluded from the class portion of the Settlement
9 consistent with the terms of the Settlement Agreement shall be bound by the terms of the
10 Settlement Agreement.

11 11. Only Participating Class Members may object to the class portion of the
12 Settlement, including contesting the fairness of the Settlement and/or amounts requested for the
13 Class Representative Service Payment, Administration Expense Payment, and/or Class Counsel
14 Fees Payment, and Class Counsel Litigation Expenses Payment for litigation costs incurred in
15 pursuing this Action. Participating Class Members may send written objections to the
16 Administrator by the deadline set forth in the Class Notice, which is not later than 60 days after
17 the Administrator’s mailing of the Class Notice (plus an additional 14 days for Class Members
18 whose Class Notice was re-mailed). Participating Class Members may also appear in Court (or
19 hire an attorney to appear in Court at their own expense) to present verbal objections at the Final
20 Approval Hearing.

21 12. A Final Approval Hearing on the question of whether the proposed Settlement,
22 Class Representative Service Payment, Administration Expense Payment, Class Counsel Fees
23 Payment, and Class Counsel Litigation Expenses Payment should be approved as fair, reasonable,
24 and adequate as to the Class and whether the Settlement should be given final approval is
25 scheduled on: October 10 , 2025 at 9:00 a.m. (Proposed Date: October 10, 2025 at 9:00
26 a.m.) Plaintiffs shall file a motion for final approval of the Settlement no later than 16 court days
27 prior to the Final Approval Hearing.

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1 13. The Settlement Agreement will not be construed as an admission or evidence of
2 either liability or the appropriateness of class certification in the non-settlement context, as more
3 specifically outlined in the Settlement Agreement. Entry of this Order is without prejudice to the
4 rights of Defendant to oppose certification of a class in this Action should the proposed
5 Settlement not be granted final approval. If, for any reason, the Court does not grant final
6 approval of the Settlement, all evidence and proceedings held in connection therewith shall be
7 without prejudice to the status quo ante rights of the parties to the litigation as more specifically
8 set forth in the Settlement Agreement.

9 14. All further proceedings in this Action are stayed except such proceedings
10 necessary to review, approve, and implement this Settlement.

11 15. The Court finds that all required notifications and submissions to the California
12 Labor and Workforce Development Agency (“LWDA”) about the Settlement Agreement and
13 Motion have been made by Plaintiffs in the time and manner specified under PAGA.

14 **IT IS SO ORDERED.**

15 07/11/2025
16 Dated: ~~May~~, 2025



A handwritten signature in black ink, appearing to read "Lauri A. Damrell".

Honorable Lauri A. Damrell
Judge of the Superior Court

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