

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

This shall serve as an amendment to the PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) entered into in December 2024 between Plaintiff Abdolla Kowighadoush (“Plaintiff”), individually, as a representative of the State of California and Aggrieved Employees, and Defendant NKSFB, LLC (“Defendant” or “NKSFB”) (Plaintiff and Defendant are collectively referred to as “the Parties”). All other settlement terms remain the same.

The following provisions of the Settlement Agreement are hereby amended and superseded as follows:

- 1.12. “Operative Complaint” shall refer to the First Amended Complaint that Plaintiff filed in the Action on April 8, 2024.
- 1.21 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for their reasonable attorneys’ fees and for reimbursement of their reasonable expenses, respectively, incurred to prosecute the action. Defendant will not oppose a PAGA Counsel Fees Payment of up to one-third of the Gross Settlement Amount (i.e. \$80,833.33) and reimbursement of PAGA Counsel Litigation Expenses Payment of up to \$25,000.00 to Class Counsel, which consists of the attorneys from D.Law and United Employees Law Group.
- 1.28 “Released PAGA Claims” means any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the LWDA Letter against Defendant and the Released Parties, including all claims for civil penalties under PAGA 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 under PAGA for alleged violations of 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.

- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount (i.e. \$80,833.33) and PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts and/or percentage of the Gross Settlement Amount. Plaintiff will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the unincurred balance shall be included in the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will report the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant and all Released Parties harmless, and hereby indemnifies Defendant and all Released Parties from any dispute or controversy regarding any division or sharing of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.
- 5.1 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. 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.

Dated: 12/10/2025

DocuSigned by:
Abdolla Kowighadoush
A7E7B1B88C3D43B...

Abdolla Kowighadoush
Plaintiff

DEFENDANT NKSFB, LLC

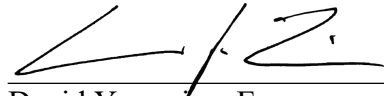
Dated: _____

By: _____
Eric J. Diamond
Its: Chief Operating Officer

APPROVED AS TO FORM:

D.LAW, INC.

Dated: 12/11/2025



David Yeremian, Esq.
Alvin B. Lindsay, Esq.
Enoch J. Kim, Esq.
Arianna N. Razi, Esq.
Attorneys for Plaintiff, Abdolla
Kowighadoush and Aggrieved Employees

UNITED EMPLOYEES LAW GROUP, PC

Dated: _____

Walter Haines, Esq.
Peggy Reali, Esq.
Attorneys for Plaintiff, Abdolla
Kowighadoush and Aggrieved Employees

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Dated: _____

Abdolla Kowighadoush
Plaintiff

DEFENDANT NKSFB, LLC

Dated: 12/10/2025

By: *Eric J. Diamond*
Eric J. Diamond (Dec 10, 2025 16:46:03 PST)

Eric J. Diamond
Its: Chief Operating Officer

APPROVED AS TO FORM:

D.LAW, INC.

Dated: _____

David Yeremian, Esq.
Alvin B. Lindsay, Esq.
Enoch J. Kim, Esq.
Arianna N. Razi, Esq.
Attorneys for Plaintiff, Abdolla
Kowighadoush and Aggrieved Employees

UNITED EMPLOYEES LAW GROUP, PC

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Walter Haines, Esq.
Peggy Reali, Esq.
Attorneys for Plaintiff, Abdolla
Kowighadoush and Aggrieved Employees

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Dated: _____

Abdolla Kowighadoush
Plaintiff

DEFENDANT NKSFB, LLC

Dated: _____

By: _____
Eric J. Diamond
Its: Chief Operating Officer

APPROVED AS TO FORM:


D.LAW, INC.

Dated: _____

David Yeremian, Esq.
Alvin B. Lindsay, Esq.
Enoch J. Kim, Esq.
Arianna N. Razi, Esq.
Attorneys for Plaintiff, Abdolla
Kowighadoush and Aggrieved Employees

UNITED EMPLOYEES LAW GROUP, PC

Dated: December 11, 2025



Walter Haines, Esq.
Peggy Reali, Esq.
Attorneys for Plaintiff, Abdolla
Kowighadoush and Aggrieved Employees

**SWERDLOW FLORENCE SANCHEZ
SWERDLOW & WIMMER, A LAW CORPORATION**

Dated: 12/10/2025

David Wimmer
David Wimmer (Dec 10, 2025 17:52:37 PST)

David A. Wimmer, Esq.
Attorneys for Defendant NKSFB, LLC









Amendment to PAGA Settlement Agreement (Kowighadoush) 12.10.25 (for signatures)

Final Audit Report

2025-12-11

Created:	2025-12-11
By:	Meghan O'Kane (mokane@swerdlowlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArJQ4reSEfJAIPr89ys0Fj-7YPUNdnYZv

"Amendment to PAGA Settlement Agreement (Kowighadoush) 12.10.25 (for signatures)" History

-  Document created by Meghan O'Kane (mokane@swerdlowlaw.com)
2025-12-11 - 0:09:23 AM GMT
-  Document emailed to Eric Diamond (ediamond@nksfb.com) for signature
2025-12-11 - 0:09:27 AM GMT
-  Document emailed to David Wimmer (dwimmer@swerdlowlaw.com) for signature
2025-12-11 - 0:09:27 AM GMT
-  Email viewed by Eric Diamond (ediamond@nksfb.com)
2025-12-11 - 0:45:18 AM GMT
-  Signer Eric Diamond (ediamond@nksfb.com) entered name at signing as Eric J. Diamond
2025-12-11 - 0:46:01 AM GMT
-  Document e-signed by Eric J. Diamond (ediamond@nksfb.com)
Signature Date: 2025-12-11 - 0:46:03 AM GMT - Time Source: server
-  Document e-signed by David Wimmer (dwimmer@swerdlowlaw.com)
Signature Date: 2025-12-11 - 1:52:37 AM GMT - Time Source: server
-  Agreement completed.
2025-12-11 - 1:52:37 AM GMT