

PLAINTIFF/PETITIONER: Harrison Bomtempo
 DEFENDANT/RESPONDENT: K1 Speed, Inc.

CASE NUMBER:
 22-CIV-03134/Dept. 28

**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: November 10, 2025

Andy Hernandez

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Electronically
FILED

By Superior Court of California, County of San Mateo

ON 11/07/2025

By /s/ Nelson, Ashlee

Deputy Clerk

Arby Aiwazian (SBN 269827)
Yasmin Hosseini (SBN 326399)
Ryan Slinger (SBN 351297)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Electronically
RECEIVED

Attorneys for Plaintiff and the Class

10/17/2025

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

HARRISON BOMTEMPO, individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

K1 SPEED, INC., a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendant.

Case No. 22-CIV-03134

Honorable Nicole S. Healy
Department 28

CLASS ACTION

**~~[REVISED RENEWED PROPOSED]~~
FINAL APPROVAL ORDER AND
JUDGEMENT**

Date: October 15, 2025
Time: 2:00 p.m.
Department: 28

Complaint Filed: August 2, 2022
FAC Filed: June 28, 2024
Trial Date: None Set

1 This matter has come before the Honorable Nicole S. Healy in Department 28 of the above-
2 entitled Court, located at 800 North Humboldt Street, San Mateo, California 94401, on Plaintiff
3 Harrison Bomtempo’s (“Plaintiff” or “Class Representative”) Motion for Final Approval of Class
4 Action and PAGA Settlement, Class Counsel Fees and Expenses, and Class Representative Service
5 Award (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiff,
6 and Stark & D’ambrosio LLP and Littler Mendelson, P.C. appeared on behalf of Defendant K1
7 Speed, Inc. (“Defendant”).

8 On October 18, 2024, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving
10 the settlement of the above-entitled action (“Action”) in accordance with the Joint Stipulation of
11 Class and PAGA Settlement Agreement and Release (“Agreement,” “Settlement,” or “Settlement
12 Agreement”), which, together with the exhibits annexed thereto, set forth the terms and conditions
13 for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
19 Settlement Agreement.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
26 hereby defined to include:

27 All current and former non-exempt employees in California of Defendant
28 during the period from August 2, 2018 through February 24, 2024 (“Class” or
“Class Members”).

1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members and PAGA Employees fully and accurately informed the Class Members of all
3 material elements of the Settlement Agreement and of their opportunity to participate in the
4 Settlement, object to or comment to the Class Settlement, or to seek exclusion from the Class
5 Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient
6 notice to all Class Members; and complied fully with the laws of the State of California, the United
7 States Constitution, due process and other applicable law. The Class Notice fairly and adequately
8 described the Agreement and provided the Class Members with adequate instructions and a variety
9 of means to obtain additional information.

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
11 Agreement and finds that it is reasonable and adequate, and in the best interests of the Class as a
12 whole. More specifically, the Court finds that the Settlement Agreement was reached following
13 meaningful discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”);
14 that the Settlement Agreement is the result of serious, informed, adversarial, and arms-length
15 negotiations between the parties; and that the terms of the Agreement are in all respects fair,
16 adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,
17 including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity
18 of the claims presented; the likely duration of further litigation; the amount offered in the
19 Settlement Agreement; the extent of investigation and discovery completed; and the experience
20 and views of Class Counsel. The Court has further considered the absence of objections and
21 requests to be excluded from the Class Settlement submitted by Class Members. Accordingly, the
22 Court hereby directs that the Class and PAGA Settlement be affected in accordance with the
23 Settlement Agreement and the following terms and conditions.

24 6. A full opportunity has been afforded to the Class Members to participate in the
25 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
26 heard. The Court also finds Class Members also have had a full and fair opportunity to exclude
27 themselves from the Class Settlement. Accordingly, the Court determines that all Class Members
28 who have not submitted a timely and valid Opt-Out Notice from the Class Settlement

1 (“Participating Class Members”), are bound by the Class Settlement and by this order and
2 judgment (“Final Approval Order and Judgment”), and the State of California and all current and
3 former hourly-paid or non-exempt employees of Defendant in the State of California at any time
4 during the period from May 26, 2021 through February 24, 2024 (“PAGA Employees”) are bound
5 by the PAGA Settlement and this Final Approval Order and Judgment.

6 7. The Court finds that allocation of \$150,000.00 toward penalties under the
7 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
8 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
9 Allocation as follows: the amount of \$112,500.00 to the California Labor and Workforce
10 Development Agency (“LWDA Payment”), and the amount of \$37,500.00 to be distributed to
11 PAGA Employees on a *pro rata* basis (i.e., PAGA Employee Fund), in accordance with the terms
12 and methodology set forth in the Agreement.

13 8. The Court finds that payment of Settlement Administration Costs in the amount of
14 \$20,950.00 is appropriate for the services performed and costs incurred and to be incurred for the
15 notice and settlement administration process. It is hereby ordered that the Settlement
16 Administrator, ILYM Group, Inc., shall issue payment to itself in the amount of \$20,950.00, in
17 accordance with the terms and methodology set forth in the Agreement.

18 9. The Court finds that the Class Representative Service Award sought is fair and
19 reasonable for the work performed by Plaintiff on behalf of the Class, the State of California, and
20 PAGA Employees. It is hereby ordered that the Settlement Administrator issue payment in the
21 amount of \$5,000.00 to Plaintiff for his Class Representative Service Award, according to the
22 terms and methodology set forth in the Agreement.

23 10. The Court finds that the requested attorneys’ fees in the amount of \$488,500.00 to
24 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
25 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
26 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
27 amount of \$488,500.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
28 methodology set forth in the Agreement.

11. The Court finds that the reimbursement of litigation costs of \$14,603.14 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$14,603.14 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Agreement.

12. The table set forth below shows the calculation of the Net Settlement Amount, to be distributed pursuant to the Settlement:

Maximum Settlement Amount	\$1,495,000.00
Attorneys' Fees	\$448,500.00
Litigation Costs	\$14,603.14
Class Representative Service Award	\$5,000.00
Settlement Administration Costs	\$20,950.00
PAGA Penalties	\$150,000.00
Net Settlement Amount to be paid to Class Members	\$885,946.86

In addition to the Net Settlement Amount, \$37,500.00 shall be distributed to the PAGA Employees on a *pro rata* basis.

13. The Court hereby orders that upon the Effective Date, and full funding of the Maximum Settlement Amount, Plaintiff and all Participating Class Members waive, release, and discharge the Released Parties of any and all Released Class Claims for the Class Period, in accordance with the terms set forth in the Settlement Agreement.

14. The Court hereby orders that upon the Effective Date, and full funding of the Maximum Settlement Amount, the State of California and all PAGA Employees waive, release and discharge the Released Parties of any and all Released PAGA Claims for the PAGA Period, in accordance with the terms set forth in the Settlement Agreement.

15. It is hereby ordered that within forty-five (45) calendar days of the Effective Date or May 31, 2025, whichever is later, Defendant shall deposit the Maximum Settlement Amount and Employer Taxes into a qualified settlement account to be established by the Settlement Administrator for administration of the Settlement.

1 16. It is hereby ordered that within fourteen (14) calendar days from receipt of the
2 Maximum Settlement Amount and Employer Taxes from Defendant, the Settlement Administrator
3 shall distribute the Individual Settlement Payments to Class Members, Individual PAGA
4 Settlement Shares to PAGA Employees, LWDA Payment to the LWDA, Court-approved Class
5 Counsel Fees and Expenses to Class Counsel, Court-approved Class Representative Service
6 Award to Plaintiff, and Court-approved Settlement Administration Costs to the Settlement
7 Administrator, in accordance with the terms and methodology set forth in the Agreement.

8 17. Each Individual Settlement Payment and Individual PAGA Settlement Share check
9 will remain valid for one hundred and twenty (120) calendar days from the date the checks are
10 issued, and thereafter, shall be canceled. Subject to Court approval, funds (and any interest accrued
11 thereon) associated with such canceled checks shall be, in accordance with California Code of
12 Civil Procedure section 384, sent to the Controller of the State of California to be held pursuant to
13 the Unclaimed Property Law, California Code of Civil Procedure Section 1500 *et seq.* All Class
14 Members and PAGA Employees shall be bound by the terms and conditions of this Settlement
15 Agreement regardless of whether or not they cash or otherwise negotiate their Individual
16 Settlement Payment check and/or Individual PAGA Settlement Share check.

17 18. As provided above, Plaintiff and all Participating Class Members are barred from
18 pursuing, or seeking to reopen, any of the Released Class Claims, as defined in the Settlement
19 Agreement. Consistent with the definitions provided in the Settlement Agreement, the Class
20 consists of: All current and former non-exempt employees in California of Defendant during the
21 period from August 2, 2018 through February 24, 2024. As provided above, and consistent with
22 the definitions provided in the Settlement Agreement, the state of California, the Labor Workforce
23 Development Agency and current and former non-exempt employees of Defendant in California
24 during the period of May 26, 2021 through February 24, 2024 are barred from pursuing or seeking
25 to reopen any of the Released PAGA Claims.

26 19. After entry of this Final Approval Order and Judgment, pursuant to California Rules
27 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
28 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and

1 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
2 any dispute arising from or in connection with the distribution of settlement benefits.

3 20. A Final Compliance Hearing is set for August 26, 2026 at 2:00 p.m. in Department
4 28. Class Counsel shall submit a final accounting report regarding the status of the settlement
5 administration at least five (5) court days prior to the Final Compliance Hearing. Electronically

6 Dated: _____

7 Honorable Nicole S. Healy
8 Judge of the Superior Court

SIGNED
By /s/ Healy, Nicole
10/27/2025

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 North Brand Blvd, Suite 900, Glendale, California 91203.

On November 10, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action on interested parties in this action by Electronic Service as follows:

James A. D'Ambrosio, Attorney (jdambrosio@starkllp.com)
Lindsay Mellado Paralegal (lindsay@starkllp.com)

STARK & D'AMBROSIO LLP

501 W. Broadway, Suite 960
San Diego, California 92101
Telephone: (619) 338-9500
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Jody A. Landry (jlandry@littler.com)
Robert M. Geiger (rgeiger@littler.com)

LITTLER MENDELSON, P.C.

501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: (619) 232-0441
Facsimile: (619) 232-4302

Attorneys for Defendant K1 Speed Inc.

[X] BY E-MAIL

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.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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[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 November 10, 2025, at Glendale, California.



Andy Hernandez