D.LAW, INC.
Natalie Haritoonian (SBN 324318)
n.haritoonian@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
Jonas Agle, Esq. (SBN 346860)
j.agle@d.law
Matthew Carraher (SBN 346860)
m.carraher@d.law
250 N. Madison Ave., 2nd Floor,
Pasadena, CA 91101
Telephone: (818) 962- 6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff BRUCE KEHOE, on behalf of himself and all others similarly situated,

[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

BRUCE KEHOE, an individual on behalf of himself and all others similarly situated, Plaintiffs, v. DKD PROPERTY MANAGEMENT COMPANY, a California corporation; and DOES 1 through 50, inclusive, Defendant.	Case No.: 23CV412333 CLASS ACTION Assigned for All Purposes Hon. Theodore C. Zayner Dept.: 19 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT** *[filed concurrently with Plaintiff's Notice of Motion and Motion; Memorandum of Points and Authorities; Declaration of Enoch J. Kim; Declaration of David Yeremian; Declaration of Class Representative Bruce Kehoe; Declaration of Michael Sutherland]* Preliminary Approval Hearing: Date: December 9, 2026 Time: 1:30 p.m. Dept.: 19 Original Complaint Filed: March 13, 2023 First Amended Complaint Filed: July 25, 2023 Trial Date: None Set

DAVID YEREMIAN & ASSOCIATES, INC.
David Yeremian (SBN 226337)
david@yeremianlaw.com
250 N. Madison Ave. 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiff BRUCE KEHOE, on behalf of himself and all others similarly situated,

ORDER

Plaintiff Bruce Kehoe (hereinafter, "Plaintiff"), on behalf of himself and other similarly situated employees of Defendant DKD Property Management Company ("Defendant") (collectively, "the Parties"), filed an unopposed Motion ("Motion") for Preliminary Approval of Class Action and PAGA Settlement Agreement ("Agreement"). The Motion was set for hearing on December 9, 2026, at 1:30 p.m. in Department 19 of the Santa Clara County Superior Court located at 191 North First Street, San Jose, CA 95113, and Defendant does not oppose it. The Court having considered the Agreement and the proposed Notice of Class and PAGA Action Settlement ("Class Notice") attached as **Exhibit A** hereto and to the Agreement, the submissions of counsel, all other papers filed in this litigation, and Defendant's non-opposition to the Motion, hereby ORDERS as follows:

1. Plaintiff's Motion is GRANTED.

2. This Order incorporates by reference the definitions in the Agreement, which is attached at **Exhibit 1** to the Declaration of Enoch J. Kim ("Kim Decl."). All terms in this Order shall have the same meaning as the terms defined in the Agreement.

3. The Court conditionally certifies a Class consisting of all persons who worked for Defendant in California as non-exempt, hourly employee(s) during the Class Period, which is March 13, 2019, to the date the Court enters an order granting preliminary approval of the Settlement, or, if applicable, an earlier date that Defendant selects pursuant to the escalation option (the "Class Period"). (Kim Decl., Exhibit 1, Agreement, ¶ 1.9). Participating Class Members are defined as a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. (*Id*., ¶ 1.34). The PAGA Period is March 10, 2022, to the date the Court enters an order granting preliminary approval of the Settlement, or, if applicable, an earlier date that Defendant selects pursuant to the escalation option (the "PAGA Period"). (*Id*., ¶ 1.30). Aggrieved Employees are all persons who worked for Defendant in California as non-exempt, hourly employees during the PAGA Period. (*Id*., ¶ 1.4).

4. The Settlement is preliminarily approved based upon the terms set forth in the Agreement. The Settlement appears to be fair, adequate, and reasonable for Class Members and

falls within the range of reasonableness that could ultimately be granted final approval by the Court. The preliminary approval of the Agreement includes the approval for purposes of the Settlement of Natalie Haritoonian, Enoch J. Kim, Jonas Agle, and Matthew Carraher of D.Law, Inc. and David Yeremian of David Yeremian & Associates, Inc. as Class Counsel, Plaintiff Bruce Kehoe as the Class Representative, and Apex Class Action LLC ("Apex") as the Administrator. Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents required by or which may be given pursuant to the Agreement, and such other acts reasonably necessary to consummate the Settlement. The Administrator is authorized to perform such acts as set forth in this Order and the Agreement.

5. The Court approves the parties' allocation of $30,000.00 ("PAGA Penalties") to settle claims under the Private Attorneys General Act, California Labor Code § 2698, *et seq*. ("PAGA"). Pursuant to Labor Code § 2699(i), 65% of this amount, or $19,500.00, will be paid to the California Labor & Workforce Development Agency, and the remaining 35%, or $10,500.00, will be paid to the Aggrieved Employees for their Individual PAGA Payment.

6. The Class Notice, attached as **Exhibit A** hereto and to the Agreement, which is attached as **Exhibit 1** to the Declaration of Enoch J. Kim, advises the Class of the material terms and provisions of the Settlement, the procedure for approval thereof, and their rights with respect thereto, and is approved as to form and content. The Court approves the procedures set forth in the Agreement for Class Members to participate in, opt out of, and object to the Settlement as set forth in the Class Notice.

7. The Class Notice will be sent by first-class mail to the Class Members in accordance with the schedule set forth in the Agreement. The dates selected for the mailing and distribution of the Class Notice, and the other dates as set forth below, meet the requirements of due process and provide the best notice practicable under the circumstances, and will constitute due and sufficient notice to all persons entitled thereto:

a. Deadline for Defendant to provide the Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet: no later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement.

b. Deadline for the Administrator to mail the Class Notice by first-class United States Postal Service ("USPS") mail: no later than fourteen (14) calendar days after receiving the Employee Data.

c. Deadline for Class Members to submit Objections, Challenges to Workweeks, or Requests for Exclusion to the Administrator: no later than sixty (60) calendar days after the Administrator's mailing of the Class Notice.

d. Deadline for Administrator to remail Class Notices when any Class Notice is returned as undelivered on or before the Response Deadline: no later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered.

e. Deadline for Class Members who receive a re-mailed Class Notice to mail objections, Challenges to Workweeks, or Requests for Exclusion: extended an additional fourteen (14) calendar days from the original Response Deadline.

f. Deadline for Defendant to fully fund the Gross Settlement Amount by transmitting the funds to the Administrator in two installments: The first such installment constituting 50% of the Gross Settlement Amount (i.e., $325,000.00) will be due not more than thirty (30) calendar days after the Effective Date of the Settlement. The second installment, constituting the remaining 50% of the Gross Settlement Amount (i.e., the remaining $325,000.00) and the amounts necessary to fully pay Defendant's share of the employer side payroll taxes, will be due six (6) months after the deposit of the first installment.

g. Deadline for Administrator to mail Individual Class Payments (to Participating Class Members) and Individual PAGA Payments via First Class U.S. Mail, postage prepaid, to the last known mailing address as well as to mail the LWDA PAGA payment: within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount.

h. Deadline for the Administrator to pay Class Representative Enhancement Award to Plaintiff Bruce Kehoe (following the disbursement of the Individual Class Payments and Individual PAGA Payments): within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount.

i. Deadline for Class Counsel to file a Motion for Final Approval of the Agreement:

sixteen (16) court days before the hearing date on Plaintiff's Motion for Final Approval of the Agreement.

8. The Final Approval Hearing shall be held on _____ at _____ __.m on the question of whether the proposed Settlement, Class Counsel Fees Payment, Class Counsel Costs Payment, Class Representative Enhancement Award, and Settlement Administration Costs should be approved as fair, reasonable, and adequate as to the Class and whether the Settlement should be given final approval. At the Final Approval and Settlement Fairness Hearing, Participating Class Members may be heard orally in support of the Settlement, or in opposition to the Settlement in the event there are objectors.

9. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Agreement without further notice to the Class and retains jurisdiction to consider all further applications arising out of or connected with the Agreement.

10. The Agreement will not be construed as an admission or evidence of either liability or the appropriateness of class certification in the non-settlement context, as more specifically set forth in the Agreement. Entry of this Order is without prejudice to the rights of Defendant to oppose certification of a class in this action should the proposed Settlement not be granted final approval.

11. All further proceedings in this action are stayed except such proceedings necessary to review, approve, and implement this Settlement.

12. The Court finds that all required notifications and submissions to the California Labor and Workforce Development Agency ("LWDA") about the Agreement and Motion have been made by Plaintiff in the time and manner specified under the PAGA.

IT IS SO ORDERED.

Dated: _____, 2026

_____
Hon. Theodore C. Zayner
Judge of the Superior Court