

12/29/2025

Clad Flake, Executive Officer/Clerk of the Court

By: D. Kinney Deputy

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9 Attorneys for Plaintiff and the Putative Class

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

12 ALEXANDRA SANTOS on behalf of herself
13 and all others similarly situated,

14 Plaintiff,

15 v.

16 GALILEO LEARNING, LLC, a limited liability
17 company; and DOES 1-50, inclusive.

18 Defendants.

CASE NO.: 23CV047714

Assigned to the Hon. Somnath Raj Chatterjee

**~~AMENDED [PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

1 This matter having come for hearing on December 9, 2025, regarding the unopposed Motion
2 for Final Approval of Class Action Settlement on the terms set forth in the Amended Class Action
3 and PAGA Settlement Agreement (the "Settlement"). In conformity with California Rules of Court,
4 rule 3.769, with due and adequate notice having been given to Class Members (as defined in the
5 Settlement), and having considered the Settlement, all of the legal authorities and documents
6 submitted in support thereof, all papers filed and proceedings had herein, all oral and written
7 comments received regarding the Settlement, and having reviewed the record in this litigation, and
8 good cause appearing, the Court **GRANTS** final approval of the Settlement and orders and makes
9 the following findings and determinations and enters final judgment as follows:

10 1. All terms used in this order shall have the same meaning as those terms are used and/or
11 defined in the parties' Settlement Agreement and Plaintiff's Motion for Order Granting Final
12 Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of
13 Mehrdad Bokhour in Support of Plaintiff's Motion for Final Approval of Class Action and is made a
14 part of this order.

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
16 jurisdiction to approve this Settlement, and all exhibits thereto.

17 3. For settlement purposes only, the Court hereby finally certifies the Settlement Class,
18 as defined in the Settlement Agreement, consisting of: All individuals who are or were employed by
19 Defendant in California as non-exempt, hourly employees at any time between October 16, 2019, and
20 October 31, 2024.

21 4. For settlement purposes only, the Court further finds that Plaintiff also represents a
22 group of PAGA Members on behalf of the State of California pursuant to the California Labor Code
23 Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698–2699.5, consisting of:
24 All individuals who are or were employed by Defendant in California as non-exempt, hourly
25 employees at any time between March 16, 2023 through October 31, 2024.

26 5. The Court deems this definition sufficient for the purpose of Rule 3.765(a) of the
27 California Rules of Court, and solely for the purpose of effectuating the Settlement.

28 6. The Court finds that an ascertainable class of class members exists and a well-defined

1 community of interest exists on the questions of law and fact involved because in the context of the
2 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the
3 Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and
4 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
5 protected the interest of the Class Members.

6 7. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
7 Administrator, completed the distribution of Class Notice to the Class in a manner that complies with
8 California Rule of Court 3.766. The Class Notice informed prospective Class Members of the
9 Settlement terms, their rights under the settlement and receive their settlement share, their rights to
10 submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights
11 to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
12 Settlement. Sufficient period of time to respond and to act was provided by each of these procedures.
13 No Class Members filed a written objection to the Settlement as part of this notice process, no Class
14 Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing,
15 and only three Class Members submitted a request for exclusion.

16 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
17 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
18 compliant with all applicable requirements of the California Code of Civil Procedure, the California
19 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
20 and any other applicable law, and in the best interests of each of the Parties and Class Members.

21 9. The Court directs the Parties to effectuate the Settlement Agreement according to its
22 terms and declares the Settlement Agreement to be binding on all 4,880 Participating Class Members.

23 10. The Court finds that the Settlement Agreement has been reached as a result of
24 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
25 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
26 their respective positions.

27 11. The Court also finds that the Settlement now will avoid additional and potentially
28 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the

1 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
2 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured
3 significant relief for Class Members.

4 12. The Settlement Agreement is not an admission by Defendant, nor is this order a
5 finding of the validity of any allegations or any wrongdoing by Defendant.

6 13. The Court appoints Plaintiff Alexandra Santos as Class Representative and finds her
7 to be adequate.

8 14. The Court appoints Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour
9 of Bokhour Law Group, P.C. as Class Counsel and finds each of them to be adequate, experienced,
10 and well-versed in class action litigation.

11 15. The terms of the Settlement Agreement, including the Gross Settlement Amount of
12 \$1,985,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
13 each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
14 Agreement, subject to this order.

15 16. The Court approves the following allocations, which fall within the ranges stipulated
16 by and through the Settlement Agreement:

17 A. The Court awards \$27,000.00 to ILYM Group, Inc., the Settlement
18 Administrator, and finds this amount to be fair and reasonable. The Court
19 grants final approval of it and orders the Settlement Administrator to be paid
20 this amount in accordance with the Agreement.

21 B. The Court awards \$662,000 to Class Counsel as attorneys' fees and finds this
22 amount to be fair and reasonable in light of the benefit obtained for the Class.
23 The Court grants final approval of, awards, and orders that the Class Counsel
24 fees be paid in accordance with the Settlement Agreement. The Court finds
25 that the requested fee, supported by a lodestar cross-check and the delayed
26 installment structure, is reasonable and within the range approved in similar
27 wage-and-hour settlements.

28 C. The Court orders that ten percent (10%) of the attorneys fees award shall be

1 retained in the Settlement Administrator's trust account until completion of
2 the distribution process and Court approval of a final accounting, at which
3 time the Court may order release of the holdback.

4 D. The Court awards \$25,382.60 to the Bokhour Law Group, P.C. in litigation
5 costs, an amount which the Court finds to be reflective of the reasonable costs
6 incurred. The Court grants final approval of and orders the Class Counsel
7 litigation expenses payment in this amount to be made in accordance with the
8 Settlement Agreement.

9 E. The Court awards \$7,500 to the class representative as payment requested by
10 Plaintiff, and finds this amount to be fair and reasonable. The Court grants
11 final approval of and orders the class representative payment to be made in
12 accordance with the Settlement Agreement.

13 F. The Court approves the \$100,000 allocation for penalties under the Labor
14 Code Private Attorneys General Act of 2004 and orders 75% thereof (i.e.,
15 \$75,000) to be paid to the California Labor and Workforce Development
16 Agency in accordance with the terms of the Settlement Agreement and the
17 remainder to the Class.

18 17. The Court orders the Parties to comply with and carry out all terms and provisions of
19 the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the
20 provisions of this order shall take precedence and supersede the Settlement.

21 18. Nothing in the Settlement or this order purports to extinguish or waive Defendant's
22 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
23 in this case if the Settlement fails to become final or effective, or in any other case, without limitation.

24 19. The Settlement shall bind all 4,880 Participating Class Members and this order,
25 including the release of claims as set forth in the Settlement Agreement.

26 20. The Parties shall bear their own respective attorneys' fees and costs except as
27 otherwise provided in this order and the Settlement Agreement.

28 21. All settlement checks mailed to Class Members shall be void one hundred twenty

(120) days after mailing. Funds from checks not negotiated within that period shall not be distributed to any cy pres recipient unless and until the Court approves a final accounting. If there are significant uncashed checks after the initial distribution, Class Counsel may propose a second distribution to the persons who cashed their first checks, subject to further Court order.

22. Within 10 days of this order, the Settlement Administrator shall give notice of judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this order and final judgment on its website.

23. A compliance hearing regarding final distribution and accounting is set for **May 11, 2026** in Department 21, or as the Court may order.

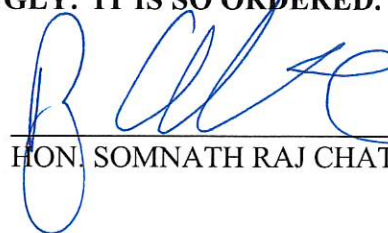
24. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rules of Court, rule 3.769(h), to interpret, implement, and enforce the terms of the Settlement Agreement; to address settlement-administration and distribution matters; and to resolve any post-judgment motions or applications that may arise.

25. This final judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes all claims released by the Settlement Agreement against Defendant and the Released Parties as set forth in the Agreement.

26. At the time of final accounting, Plaintiff's counsel shall transmit a copy of this order, the final judgment, and the final accounting to the Judicial Council in accordance with Code of Civil Procedure section 384.5 and Government Code section 68520.

JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: December 29, 2025


HON. SOMNATH RAJ CHATTERJEE

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 12/29/2025
PLAINTIFF/PETITIONER: Alexandra Santos	Chad Finke, Executive Officer / Clerk of the Court By: <u>D. Kinney</u> Deputy
DEFENDANT/RESPONDENT: Galileo Learning, LLC	D. Kinney
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV047714

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order AMENDED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Dated: 12/29/2025

Chad Finke, Executive Officer / Clerk of the Court

By:

D. Kinney

D. Kinney, Deputy Clerk