

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N. Brand Blvd., Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

Seung Yang (SBN 249857)
seung.yang@thesentinel-firm.com
Tiffany Hyun (SBN 311743)
tiffany.hyun@thesentinel-firm.com
THE SENTINEL FIRM, APC
355 S. Grand Ave., Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

Attorneys for Plaintiff KIMBERLY M. WILHELM,
as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

KIMBERLY M. WILHELM, as an individual
and on behalf of all employees similarly situated,

Plaintiff,

v.

KEMPER SPORTS MANAGEMENT, LLC, a
Delaware Limited Liability Company; KEMPER
SPORTS MANAGEMENT HOLDINGS, LLC,
a Delaware Limited Liability Company, and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2024-01376524-CU-OE-CXC

[Assigned for all purposes to Hon. David A.
Hoffer, Dept. CX103]

**PLAINTIFF'S NOTICE OF COURT'S
RULING GRANTING MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AND ENTERING
JUDGMENT**

Action Filed: January 30, 2024
Trial: Not Set

1 **TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD**
2 **HEREIN:**

3 **PLEASE TAKE NOTICE** that on January 26, 2026, Department CX103 of the above-captioned
4 Court granted final approval of this class and PAGA representative action settlement, entered judgment,
5 signed the order granting final approval and entering judgment on January 29, 2026 and set the Final
6 Accounting hearing on November 23, 2026 at 1:30 p.m. in the same department. The Court's signed
7 order granting final approval of this class and PAGA representative action settlement is attached hereto as
8 **Exhibit A.**

9
10
11 Dated: February 2, 2026

TUNYAN LAW, APC

12
13 By: 

Lilit Tunyan

Artur Tunyan

Attorneys for Plaintiff KIMBERLY M. WILHELM

14
15
16 Dated: February 2, 2026

THE SENTINEL FIRM, APC,

17
18 By: 

Seung Yang, Esq.

Tiffany Hyun, Esq.

Attorneys for Plaintiff KIMBERLY M. WILHELM

Exhibit “A”

41965225

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JAN 29 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

KIMBERLY M. WILHELM, as an individual
and on behalf of all employees similarly situated,

Plaintiff,

v.

KEMPER SPORTS MANAGEMENT, LLC, a
Delaware Limited Liability Company; KEMPER
SPORTS MANAGEMENT HOLDINGS, LLC,
a Delaware Limited Liability Company, and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2024-01376524-CU-OE-CXC

[Assigned for all purposes to Hon. David A.
Hoffer, Dept. CX-103]

**AMENDED ~~[PROPOSED]~~ ORDER OF
FINAL APPROVAL OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT; JUDGMENT THEREON**

Action Filed: January 30, 2024
Trial: Not Set

1 The Court considered Plaintiff KIMBERLY M. WILHELM's ("Plaintiff") Motion for Final Approval
2 of Class and PAGA Representative Action Settlement ("Motion"). Having considered the Motion, and all legal
3 authorities and documents concurrently and previously submitted in support thereof, including JOINT
4 STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION and FIRST AMENDMENT TO
5 JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT
6 ("Settlement" or "Settlement Agreement"), and good cause appearing, **IT IS HEREBY ORDERED and**
7 **ADJUDGED** that the motion is **GRANTED**, subject to the following findings and orders:

8 1. This order incorporates by reference the definitions in the Settlement Agreement, and all
9 capitalized terms defined therein shall have the same meaning in this order as set forth in the Settlement
10 Agreement.

11 2. The Court finds that the terms of the proposed class action Settlement are fair,
12 reasonable, adequate and in the best interests of the Class Members. The Settlement Class meets the
13 requirements for certification for settlement purposes only under Code of Civil Procedure § 382. The
14 Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set
15 forth in the Preliminary Approval Order.

16 3. The following persons are certified as Class Members solely for the purpose of entering a
17 settlement in this matter:

18 All persons who are or previously were employed by defendant Kemper Sports
19 Management, LLC and/or Kemper Sports Management, Inc., defendant Kemper Sports
20 Management Holdings, LLC in California and classified as non-exempt employees at any
21 time during the Class Period and who did not sign arbitration agreements with class
22 waivers (the "Class Period" is from January 30, 2020 through April 18, 2025).
(Settlement, ¶¶ 3-4.)

23 4. The PAGA Employees are defined as follows:

24 All persons who are or previously were employed by defendant Kemper Sports
25 Management, LLC and/or Kemper Sports Management, Inc., defendant Kemper Sports
26 Management Holdings, LLC in California and classified as non-exempt employees at any
27 time during the PAGA Period (the "PAGA Period" is from January 30, 2023 through
28 April 18, 2025.) PAGA Employees cannot opt out of the settlement of the PAGA claim.
(Settlement, ¶¶ 11-12.)

5. The Notice Packet, comprised of the Notice of Proposed Class and PAGA Representative
Action Settlement ("Class Notice"), Request for Exclusion Form ("Exclusion Form"), and Objection Form
("Objection Form"), that was provided to the Class Members, fully and accurately informed the Class

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

7 6. Class Members Samuel Sexton and Jason Larimore submitted valid and timely Requests
8 for Exclusion and are not Settlement Class Members. PAGA Employee Edwin Willian Hesse submitted
9 Request for Exclusion which is not valid since he is not a Class Member and cannot opt out of PAGA
10 settlement. No other requests for exclusion have been received.

11 7. No Class Members submitted any Workweek Disputes and Objections.

12 8. The Court determines that all Class Members who have not submitted a valid and timely
13 Request for Exclusion ("Settlement Class Members") and the PAGA Employees are bound by this Final
14 Approval Order and Judgment.

15 9. The Released Class Claims are set forth in the Settlement Agreement and Notice.

16 10. The Released PAGA Claims are set forth in the Settlement Agreement and Notice.

17 11. Plaintiff KIMBERLY M. WILHELM is appointed as the Class Representative. It is
18 hereby ordered that the Settlement Administrator issue payment in the amount of **\$5,000.00** to Plaintiff
19 as her Service Payment, according to the terms set forth in the Settlement Agreement.

20 12. TUNYAN LAW, APC and THE SENTINEL FIRM, APC are appointed as Class Counsel.
21 The Court grants the request for attorneys' fees in the amount of \$450,000.00 to Class Counsel. It is
22 hereby ordered that the Settlement Administrator issue payment in the amount of **\$450,000.00** to Class
23 Counsel for attorneys' fees reduced from \$500,000.00 requested.

24 13. The Court approves reimbursement of litigation costs and expenses in the amount of
25 \$27,254.76 to Class Counsel. It is hereby ordered that the Settlement Administrator issue payment in the
26 amount of **\$27,254.76** to Class Counsel for reimbursement of litigation costs and expenses, in accordance
27 with the terms set forth in the Settlement Agreement.

28 14. ILYM GROUP, Inc. is appointed to act as the Settlement Administrator and to administer

1 the settlement in accordance with the Agreement. The Court approves payment of settlement
2 administration fees in the amount of \$15,950.00 for the services performed and costs incurred for the
3 notice and settlement administration process. It is hereby ordered that the Settlement Administrator, ILYM
4 Group, Inc., shall issue payment to itself in the amount of **\$15,950.00**, in accordance with the terms set
5 forth in Settlement Agreement.

6 9. The Court approves the allocation of **\$100,000.00** toward penalties under the California
7 Private Attorneys General Act of 2004 ("PAGA Payment"). The Settlement Administrator shall
8 distribute the PAGA Payment as follows: the amount of **\$75,000.00** to the California Labor and
9 Workforce Development Agency ("LWDA Payment"), and the amount of **\$25,000.00** to be distributed
10 on a pro rata basis to PAGA Employees, according to the terms set forth in the Settlement Agreement.

11 15. The Court hereby enters Judgment by which Settlement Class Members on behalf of
12 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,
13 successors, and assigns, upon full payment of Gross Settlement Amount, shall fully and finally release and
14 discharge the Released Parties from the Released Class Claims as defined in Paragraph 37 of the
15 Settlement Agreement. Upon full payment of Gross Settlement Amount, Plaintiff and each and all PAGA
16 Employees, on behalf of themselves and their respective former and present representatives, agents,
17 attorneys, heirs, administrators, successors, and assigns and each of them, are deemed to fully and finally
18 release and discharge the Released Parties for the Released PAGA Claims, and the final judgment will
19 bind all those who would be bound by a judgment if the action had been brought by the LWDA, including
20 Plaintiff, the LWDA and all PAGA Employees as defined in Paragraph 37 of the Settlement Agreement.

21 16. The Gross Settlement Amount of the Settlement is **\$1,500,000.00** (plus Defendant's
22 employer share of taxes), from which the above noted awards shall be deducted as follows: \$5,000 for
23 Service Payment to Plaintiff, \$450,000.00 for attorneys' fees, \$27,254.76 in litigation costs, \$15,950.00 in
24 administration costs, and a \$100,000.00 PAGA Allocation (with 75% allocated to LWDA and 25% to
25 PAGA Employees). The remaining amount (which excludes the employer share of taxes) shall be paid to
26 the Settlement Class Members in accordance with the terms of the Settlement Agreement.

27 17. Defendant shall pay the Gross Settlement Amount and the employer's share of payroll
28 taxes in connection with the wages portion of the Settlement Class Payments pursuant to the timeline and

1 procedure described in the Settlement Agreement and the Notice, and the Settlement Administrator shall
2 disburse the funds in accordance with the Settlement Agreement and the Notice.

3 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules of
4 Court, Rule 3.769(h) and Civil Procedure Code § 664.6, the Court shall retain jurisdiction to construe,
5 interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,
6 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and
7 adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

8 19. Notice of entry of this Final Approval Order and Judgment shall be given to the Class
9 Members by the Settlement Administrator by posting a copy of the Final Approval Order and Judgment
10 on the Settlement Administrator's website for a period of at least one hundred eighty (180) calendar days
11 after the date of entry of this Final Approval Order and Judgment.

12 20. Plaintiffs shall provide notice of this Final Approval Order and Judgment to the LWDA
13 as required under PAGA.

14 21. A Final Accounting hearing is set for **November 23, 2026, at 1:30 p.m.** in Department
15 CX103. Class Counsel shall submit a final accounting report in the form of a declaration from the
16 Settlement Administrator with a summary accounting of the distribution of the settlement funds to Class
17 Members and PAGA Employees, identifying the distributions made pursuant to this Order and
18 Judgment, and identifying the number and value of any uncashed checks, and the status of any
19 unresolved issues at least sixteen(16) calendar days prior to the Final Accounting Hearing.

20
21 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

22 Dated: 1/29/26

David A. Hoffer
23 Hon. David A. Hoffer
24 ORANGE COUNTY SUPERIOR COURT JUDGE
25
26
27
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 535 N Brand Blvd., Suite 285
7 Glendale, CA 91203.

8 On the date indicated below, I served the document described as: **PLAINTIFF'S NOTICE OF COURT'S**
9 **RULING GRANTING MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION**
10 **SETTLEMENT AND ENTERING JUDGMENT** on the interested parties in this action by sending a true
11 copy thereof to interested parties as follows and as stated on the attached service list:

12 Labor & Workforce Development Agency
13 Attn. PAGA Administrator
14 1515 Clay Street, Ste. 801
15 Oakland, CA 94612

16 PAGAFilings@dir.ca.gov

17 [✓] **BY ONLINE SUBMISSION:** I hereby certify that these documents were served from
18 Glendale, California, by online submission to Labor & Workforce Development Agency
19 portal using the link <https://dir.tfaforms.net/315>.

20 **SEYFARTH SHAW LLP**

21 Michael J. Burns

22 mburns@seyfarth.com

23 Andrew M. McNaught

24 amcnaught@seyfarth.com

25 560 Mission Street, 31st Floor
26 San Francisco, California 94105

27 Telephone: (415) 397-2823

28 Facsimile: (415) 397-8549

SEYFARTH SHAW LLP

Laura E. Heyne

lheyne@seyfarth.com

2029 Century Park East, Suite 3500

Los Angeles, CA 90067-3021

Telephone: (310) 277-7200

Facsimile: (310) 201-5219

Attorneys for Defendants KEMPER SPORTS MANAGEMENT, LLC, KEMPER SPORTS
MANAGEMENT HOLDINGS, LLC

[✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-
mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of
record in this action.

[✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic
service, I caused the documents to be sent to the persons at the electronic service addresses listed
above via electronic mail. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the above is true and
correct.

Executed on February 2, 2026 at Los Angeles, California.

Lilit Tunyan

Name



Signature