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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

VINCENT HALL, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

ALDERWOOD RESORT MANAGEMENT,
LLC, a California Limited Liability Company;
and DOES 1-50, inclusive.

Defendants.

CASE NO.: CIVSB2402759

Assigned to the Hon. Michael A. Sachs

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

HEARING INFO

Date: September 10, 2026

Time: 8:30 a.m.

Dept.: S28

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION
SEP 11 2026
BY *[Signature]*
VERONICA GONZALEZ, DEPUTY

1 This matter having come for hearing on September 10, 2026, regarding the unopposed Motion
2 for Final Approval of Class Action Settlement on the terms set forth in the Class Action and PAGA
3 Settlement (the “Settlement”). In conformity with California Rules of Court, rule 3.769, with due and
4 adequate notice having been given to Class Members (as defined in the Settlement), and having
5 considered the Settlement, all of the legal authorities and documents submitted in support thereof, all
6 papers filed and proceedings had herein, all oral and written comments received regarding the
7 Settlement, and having reviewed the record in this litigation, and good cause appearing, the Court
8 GRANTS final approval of the Settlement and orders and makes the following findings and
9 determinations and enters final judgment as follows:

10 1. All capitalized terms used in this Order and Final Judgment have the same meanings
11 as the terms used or defined in the Class Action and PAGA Settlement (the “Settlement”). A copy of
12 the Settlement is attached as Exhibit B to the Declaration of Mehrdad Bokhour in Support of
13 Plaintiff’s Motion for Final Approval of Class Action Settlement and is incorporated into this Order
14 and Final Judgment by reference.

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 finally certifies the Class, consisting of all
18 individuals who worked for Defendant in California in a nonexempt hourly position at any time
19 during the Class Period.

20 4. For settlement purposes, the Court finds that Plaintiff represents the State of California
21 and the PAGA Members with respect to the Released PAGA Claims. The PAGA Members consist
22 of all individuals who worked for Defendant in California in a nonexempt hourly position at any time
23 during the PAGA Period.

24 5. The Court deems this definition sufficient for the purpose of California Rules of Court,
25 rule 3.765(a), and solely for the purpose of effectuating the Settlement.

26 6. The Court finds that the Class is ascertainable and that, for settlement purposes, a well
27 defined community of interest exists because common questions of law and fact predominate over
28 individual questions, Plaintiff’s claims are typical of the claims of the Class, and Plaintiff and Class

1 Counsel have fairly and adequately represented and protected the interests of the Class in negotiating,
2 entering into, and implementing the Settlement.

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

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

18 9. The Court directs the Parties to effectuate the Settlement according to its terms and
19 declares the Settlement to be binding on all 386 Participating Class Members.

20 10. The Court finds that the Settlement has been reached as a result of informed and
21 noncollusive arm's length negotiations. The Court further finds that the Parties have conducted
22 extensive investigation and research, and their attorneys were able to reasonably evaluate their
23 respective positions.

24 11. The Court also finds that the Settlement will now avoid additional and potentially
25 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
26 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
27 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured
28 significant relief for Class Members.

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

3 13. The Court appoints Plaintiff Vincent Hall as Class Representative for settlement
4 purposes and finds him to be adequate.

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

8 15. The terms of the Settlement, including the Gross Settlement Amount of \$1,272,115.09
9 and the individual settlement shares, are fair, adequate, and reasonable to the Class and each Class
10 Member, and the Court grants final approval of the Settlement set forth in the Settlement, subject to
11 this Order.

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

14 A. The Court awards \$6,550 to ILYM Group, Inc., the Settlement Administrator,
15 and finds this amount to be fair and reasonable. The Court grants final
16 approval and orders the Settlement Administrator to pay this amount in
17 accordance with the Agreement.

18 B. The Court awards \$424,038.36 to Class Counsel as attorneys' fees and finds
19 this amount to be fair and reasonable in light of the benefit obtained for the
20 Class. The Court grants final approval of, awards, and orders that the Class
21 Counsel fees be paid in accordance with the Settlement.

22 C. The Court awards \$12,481.64 to the Bokhour Law Group, P.C. in litigation
23 costs, an amount which the Court finds to be reflective of the reasonable costs
24 incurred. The Court grants final approval of and orders the Class Counsel
25 litigation expenses payment in this amount to be made in accordance with the
26 Settlement.

27 D. The Court awards Plaintiff Vincent Hall a Class Representative Service
28 Payment of \$15,000 and finds that amount fair and reasonable in light of his

1 approximately 45 to 50 hours of service, sustained participation throughout
2 the Action, contributions to the investigation and settlement process, the
3 burdens and risks he undertook, the benefits obtained for the Class, and the
4 broader general release he provides under the Settlement.

5 E. The Court approves the \$20,000 allocation for PAGA Penalties and orders
6 that 75%, or \$15,000, be paid to the LWDA and 25%, or \$5,000, be
7 distributed to the 264 PAGA Members as Individual PAGA Payments
8 pursuant to the allocation formula in the Settlement.

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

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

15 19. The Parties shall bear their own respective attorneys' fees and costs except as
16 otherwise provided in this Order and the Settlement.

17 20. All checks issued to Participating Class Members and PAGA Members will remain
18 negotiable for 180 days after mailing. Funds represented by checks remaining uncashed after the void
19 date will be transmitted to the California Controller's Unclaimed Property Fund in the name of the
20 affected Class Member in accordance with Paragraph 4.4.3 of the Settlement.

21 21. Pursuant to California Rules of Court, rule 3.771(b), the Court directs the Settlement
22 Administrator, within 10 days after entry of this Order and Final Judgment, to provide notice of entry
23 of judgment to the Class by posting this Order and Final Judgment on the settlement website and
24 maintaining it there through the conclusion of settlement administration.

25 22. Upon the Settlement becoming effective and being fully funded in accordance with
26 the Settlement, all 386 Participating Class Members shall be bound by the Settlement and shall be
27 deemed to have released the Released Class Claims against the Released Parties for the Class Period,
28 as those terms are defined in the Settlement. Upon the Settlement becoming effective and being fully

1 funded, all 264 PAGA Members shall be bound by the PAGA settlement and shall be deemed to have
2 released the Released PAGA Claims against the Released Parties for the PAGA Period, as provided
3 in the Settlement. The foregoing releases shall become effective only upon satisfaction of the
4 conditions specified in the Settlement and shall extend no further than the claims, time periods, and
5 Released Parties identified therein.

6 23. A Settlement Compliance Hearing is set for 9-10, 2027, at 8:30 a.m. in
7 Department S28 of this Court. At least 15 calendar days before the Settlement Compliance Hearing,
8 Class Counsel shall file a declaration from the Settlement Administrator addressing the status of
9 settlement administration and distribution, including the amounts distributed to Participating Class
10 Members and PAGA Members, the number and value of checks cashed, the number and value of
11 checks remaining uncashed, the amount transmitted or to be transmitted to the California Controller's
12 Unclaimed Property Fund in the name of each affected Class Member, and confirmation that all other
13 payments required by the Settlement have been made. If the Court is satisfied that the Settlement has
14 been fully administered and all settlement funds have been properly distributed, no appearance will
15 be required at the Settlement Compliance Hearing.

16 24. Within 10 days after entry of this Order and Final Judgment, Class Counsel shall
17 submit a copy of the entered Order and Final Judgment to the Labor and Workforce Development
18 Agency through the agency's online filing system in accordance with Labor Code section 2699,
19 subdivision (s)(3).

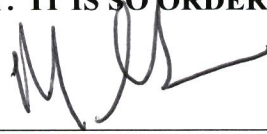
20 25. The Court retains continuing jurisdiction over the Parties, the Class, the PAGA
21 Members, the Action, and the Settlement pursuant to Code of Civil Procedure section 664.6 and
22 California Rules of Court, rule 3.769(h) of the California Rules of Court, solely for purposes of
23 (a) enforcing the Settlement, (b) addressing settlement administration matters, and (c) addressing
24 such post-judgment matters as may be appropriate under court rules or applicable law.

25 26. This Order and Final Judgment constitute the final disposition of the Action in its
26 entirety and are intended to be immediately appealable. This Final Judgment resolves the claims
27 released by the Settlement against Defendant and the Released Parties, subject to the terms,
28 conditions, and effective dates of the releases set forth in the Settlement and this Order.

CIVSP2402759

JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: 9-11, 2026



HON. MICHAEL A. SACHS