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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF CALAVERAS**

16 **KOLL KILMADE**, on behalf of himself and all
17 others similarly situated,

18 Plaintiff,

19 .v.

20 **KAISER ENTERPRISES, INC.**, a California
21 Corporation; and **DOES 1-50**, inclusive.

22 Defendants.

FILED

DEC 19 2025

Clerk of the Court
Superior Court of California
County of Calaveras

By m.b. Deputy

CASE NO.: 24CV47369

Assigned to the Hon. David M. Sanders

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

HEARING INFO

Date: December 19, 2025

Time: 9:00 a.m.

Dept.: 2

1 This matter having come for hearing on December 19, 2025, 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 Agreement (the "Settlement"). In conformity with California Rules of Court, rule 3.769,
4 with due and adequate notice having been given to Class Members (as defined in the Settlement), and
5 having considered the Settlement, all of the legal authorities and documents submitted in support
6 thereof, all papers filed and proceedings had herein, all oral and written comments received regarding
7 the 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 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 finally certifies the Class, as defined in the
18 Settlement and as follows: all individuals who are or were employed by Defendant as non-exempt
19 hourly employees in California between May 8, 2020, through September 16, 2025.

20 4. The Court deems this definition sufficient for the purpose of Rule 3.765(a) of the
21 California Rules of Court, and solely for the purpose of effectuating the Settlement.

22 5. The Court finds that an ascertainable class of 150 class members exists and a well-
23 defined community of interest exists on the questions of law and fact involved because in the context
24 of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of
25 the Plaintiff is typical of claims of the Class Members; and (iii) in negotiating, entering into and
26 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
27 protected the interest of the Class Members.

1 6. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
2 Administrator, completed the distribution of the Class Notice in a manner that complies with
3 California Rule of Court 3.766. The Class Notice, provided in English and Spanish, informed all 150
4 Class Members of the Settlement terms, their rights to receive their settlement share, their right to
5 submit a request for exclusion, their right to comment on or object to the Settlement, and their right
6 to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
7 Settlement. A sufficient response period was provided. No Class Members filed written objections,
8 submitted notices of intent to appear, or requested exclusion.

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

14 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
15 terms and declares the Settlement Agreement to be binding on all 150 Participating Class Members.

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

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

25 11. The Settlement Agreement is not an admission by Defendant, nor is this order a
26 finding of the validity of any allegations or any wrongdoing by Defendant.

27 12. The Court appoints Plaintiff Koll Kilmade as Class Representative and finds him to
28 be adequate.

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

4 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
5 \$302,525.55 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
6 each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
7 Agreement, subject to this order.

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

10 A. The Court awards \$5,000.00 to ILYM, the Settlement Administrator, and
11 finds this amount to be fair and reasonable. The Court grants final approval
12 and orders the Settlement Administrator to pay this amount in accordance
13 with the Agreement.

14 B. The Court awards \$100,831.77 to Class Counsel as attorneys' fees and finds
15 this amount to be fair and reasonable in light of the benefit obtained for the
16 Class. The Court grants final approval of, awards, and orders that the Class
17 Counsel fees be paid in accordance with the Settlement Agreement.

18 C. The Court awards \$16,351.40 to the Bokhour Law Group, P.C. in litigation
19 costs, an amount which the Court finds to be reflective of the reasonable costs
20 incurred. The Court grants final approval of and orders the Class Counsel
21 litigation expenses payment in this amount to be made in accordance with the
22 Settlement Agreement.

23 D. The Court awards \$10,000 to the class representative as payment requested
24 by Plaintiff and finds this amount to be fair and reasonable. The Court grants
25 final approval of and orders the class representative payment to be made in
26 accordance with the Settlement Agreement.

27 E. The Court approves the \$10,000 allocation for penalties under the Labor Code
28 Private Attorneys General Act of 2004 and orders 75 percent (\$7,500) to be

1 paid to the California Labor and Workforce Development Agency, and 25
2 percent (\$2,500) to be paid to the PAGA Employees, in accordance with the
3 Settlement Agreement.

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

7 17. Nothing in the Settlement or this order purports to extinguish or waive Defendants'
8 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
9 in this case if the Settlement fails to become final or effective, or in any other case without limitation.

10 18. The Settlement shall bind all 150 Participating Class Members, and this Order,
11 including the release of claims set forth in the Settlement Agreement, is final and binding as to them.

12 19. The Parties shall bear their own respective attorneys' fees and costs except as
13 otherwise provided in this order and the Settlement Agreement.

14 20. All checks mailed to the Class Members must be cashed within one hundred and eighty
15 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
16 Settlement Administrator shall transfer the uncashed funds to the California Controller's Unclaimed
17 Property Fund in the name of the Class Member.

18 21. Within 10 days of this order, the Settlement Administrator shall give notice of
19 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
20 posting a copy of this Order and Final Judgment on the Settlement Administrator's settlement website
21 for this matter.

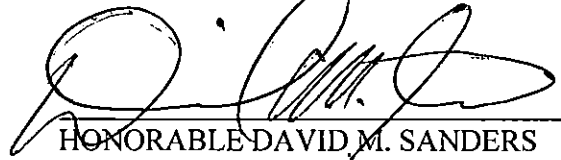
22 22. The Court retains continuing jurisdiction over the Action and the Settlement, including
23 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of
24 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
25 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

26 23. The Court sets a Distribution Compliance Hearing for 6/12, 2026 at 9:00
27 a.m. At least 15 calendar days prior to the hearing, Class Counsel shall file a declaration regarding
28 the status of the distribution of the settlement funds.

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

5 **JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.**

6
7 DATED: 12/19, 2025


HONORABLE DAVID M. SANDERS