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

DENISE WADLEY and ASHLIE DUTRA, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

GOLDEN STATE ORTHOPEDICS & SPINE,
a Delaware Corporation; and DOES 1-50,
inclusive.

Defendant.

Case No.: 24CV081426

Assigned to Hon. Patrick McKinney

**AMENDED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL OF
SETTLEMENT AND FINAL
JUDGMENT**

HEARING INFO

Date: August 5, 2026

Time: 1:30 PM

Dept.: 18

FILED
Superior Court of California
County of Alameda
08/17/2026
Clad Flake, Executive Officer/Clerk of the Court
By: *P. Drummer-Williams* Deputy
P. Drummer-Williams

1 This matter having come on for hearing regarding the unopposed Motion for Final Approval
2 of Class Action Settlement on the terms set forth in the Class Action and PAGA Settlement
3 Agreement (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 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 Plaintiffs’ Motion for Order Granting Final
12 Approval of Class Action Settlement. A copy of the Settlement Agreement is attached to the
13 Declaration of Mehrdad Bokhour in Support of Plaintiffs’ Motion for Final Approval of Class Action
14 and is made a part of this order.

15 2. The Court finds that it has personal jurisdiction over the Parties to this litigation and
16 subject matter 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 as non-exempt employees in California at any time from June 27, 2020, through November
20 30, 2025.

21 4. For settlement purposes only, the Court further finds that Plaintiffs represent the State
22 of California and the LWDA with respect to the PAGA Members, as defined in the Settlement
23 Agreement, consisting of all non-exempt employees who work or worked for Defendant in California
24 at any time from June 27, 2023, through November 30, 2025.

25 5. The Court deems the definitions above sufficient for the purpose of Rule 3.765(a) of
26 the California Rules of Court, and solely for the purpose of effectuating the Settlement.

27 6. For settlement purposes only, the Court finds that an ascertainable class of Class
28 Members exists and that a well-defined community of interest exists as to the questions of law and

1 fact involved because, in the context of the Settlement: (i) common questions predominate over
2 individual questions; (ii) Plaintiffs' claims are typical of the Class Members' claims; and (iii) in
3 negotiating, entering into, and implementing the Settlement, Plaintiffs and Class Counsel have fairly
4 and adequately represented and protected the interests of the Class Members.

5 7. The Court finds that CPT Group, Inc., the court-appointed Settlement Administrator,
6 completed the dissemination of the Class Notice in accordance with the Settlement Agreement, the
7 Preliminary Approval Order, and California Rules of Court, rule 3.766. The Class Notice informed
8 Class Members of the Settlement's terms, their right to receive an Individual Class Payment, their
9 right to request exclusion from the Settlement, their right to comment on or object to the Settlement,
10 and their right to appear at the Final Approval Hearing and be heard regarding the Settlement. The
11 notice procedures provided Class Members sufficient time to respond and act. No Class Member
12 submitted a written objection or notice of intent to appear, and 1 Class Member submitted a valid
13 Request for Exclusion.

14 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
15 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and compliant with
16 all applicable requirements of the California Code of Civil Procedure, California Labor Code Section
17 2699(s)(2), the California and United States Constitutions, including the Due Process clauses, the
18 California Rules of Court, and any other applicable law, and in the best interests of each of the Parties
19 and Class Members.

20 9. The Court directs the Parties to effectuate the Settlement Agreement according to its
21 terms and declares the Settlement Agreement binding upon Plaintiffs, all 1,144 Participating Class
22 Members, the State of California and the LWDA with respect to the Released PAGA Claims, and all
23 PAGA Members.

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

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

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

8 13. The Court appoints Plaintiffs Denise Wadley and Ashlie Dutra as Class
9 Representatives and finds them to be adequate.

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

13 15. The Court finds that the terms of the Settlement Agreement, including the Gross
14 Settlement Amount of \$1,455,000 and the individual settlement shares, are fair, adequate, and
15 reasonable to the Class and each Class Member, and the Court grants final approval of the Settlement
16 set forth in the Settlement Agreement, subject to this Order.

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

19 A. The Court awards \$13,500.00 to CPT Group, Inc., the Settlement
20 Administrator, and finds this amount to be fair and reasonable. The Court
21 grants final approval and orders the Settlement Administrator to pay this
22 amount in accordance with the Agreement.

23 B. The Court awards Class Counsel \$436,500.00 in attorneys' fees, representing
24 30% of the Gross Settlement Amount, and finds that amount fair and
25 reasonable in light of the results achieved, the work performed, and the
26 lodestar cross-check. The Settlement Administrator shall retain \$43,650.00,
27 representing 10% of the attorneys' fee award, in its interest-bearing trust
28 account until completion of the distribution process and Court approval of the

1 final accounting. The balance of the attorneys' fee award shall be paid in
2 accordance with the Settlement Agreement and this Order.

3 C. Based upon the itemization, invoices, and evidentiary support submitted with
4 the Supplemental Declaration of Mehrdad Bokhour, the Court awards
5 Bokhour Law Group, P.C. \$19,153.05 as reimbursement of litigation
6 expenses reasonably and necessarily incurred in prosecuting the Action. The
7 Settlement Administrator shall pay this amount in accordance with the
8 Settlement Agreement.

9 D. The Court awards Plaintiff Denise Wadley and Plaintiff Ashlie Dutra a Class
10 Representative Service Payment of \$7,500.00 each and finds that these
11 amounts are fair and reasonable. The Settlement Administrator shall pay the
12 Class Representative Service Payments in accordance with the Settlement
13 Agreement.

14 E. The Court approves the \$50,000.00 allocation for penalties under the Labor
15 Code Private Attorneys General Act of 2004 and orders 65% thereof (i.e.,
16 \$32,500.00) to be paid to the LWDA in accordance with the terms of the
17 Settlement Agreement and the remainder to the PAGA Members.

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 (i) in this Action or class treatment of these
23 claims in this case if the Settlement fails to become final or effective, or (ii) in any other case without
24 limitation.

25 19. The Settlement shall bind Plaintiffs, and all 1,144 Participating Class Members,
26 including the releases of claims as set forth in the Settlement Agreement.

27 20. The Settlement shall bind the LWDA/State of California, including the releases by
28 Plaintiffs, acting as authorized proxies and agents of the LWDA/State of California, of claims for

1 civil penalties under PAGA as set forth in the Settlement Agreement.

2 21. The Parties shall bear their own respective attorneys' fees and costs except as
3 otherwise provided in this Order and the Settlement Agreement.

4 22. All settlement checks shall remain negotiable for 120 calendar days after mailing. Any
5 funds attributable to checks that remain uncashed after the applicable void date shall remain in the
6 Settlement Administrator's trust account pending further order of the Court. No unclaimed funds
7 shall be distributed to Legal Aid at Work or any other recipient until the Court reviews and approves
8 the final accounting. If the amount of uncashed checks is significant, Class Counsel may propose a
9 second distribution to Participating Class Members who negotiated their initial settlement checks.
10 The Court will determine the appropriate disposition of any unclaimed funds based upon the
11 Settlement Administrator's final report and declaration.

12 23. The Court Orders that 10% of any fee award be kept in the administrator's interest-
13 bearing trust fund until the completion of the distribution process and Court approval of a final
14 accounting.

15 24. The Court sets a Settlement Compliance Hearing for **March 3, 2027, at 1:30 p.m.** in
16 Department 18. Plaintiffs shall file a final report and declaration regarding settlement administration
17 and distribution at least 5 court days before the hearing. The report and declaration shall address the
18 amounts distributed, any uncashed checks, the attorneys' fee holdback, the proposed disposition of
19 any unclaimed funds, and any other information necessary for approval of the final accounting.
20 Appearances may not be required if the report and declaration establish that the required distributions
21 are complete.

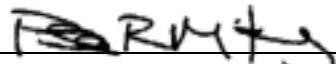
22 25. Within 10 days of this order, the Settlement Administrator shall give notice of
23 judgment to Settlement Class Members pursuant to California Rules of Court, Rule 3.771(b), by
24 posting a copy of this order and final judgment on its website.

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

1 27. This Judgment constitutes a final disposition of the above-captioned Action and is
2 intended to be immediately appealable. Upon the Settlement becoming effective pursuant to its terms,
3 Plaintiffs, the Participating Class Members, the State of California and the LWDA, and the PAGA
4 Members shall be bound by the applicable releases set forth in the Settlement Agreement, including
5 the Plaintiffs' Released Claims, Released Class Claims, and Released PAGA Claims. Nothing in this
6 Judgment expands or otherwise modifies the scope of those releases.

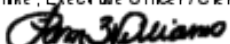
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8 **JUDGMENT IS HEREBY ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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10 DATED: August 17 , 2026



HON. PATRICK MCKINNEY

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12 **Patrick McKinney / Judge**
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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 08/21/2026
PLAINTIFF/PETITIONER: Denise Wadley et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Golden State Orthopedics & Spine	P. Drummer-Williams
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV081426

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 ORDER GRANTING FINAL APPROVAL OF 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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MEHRDAD BOKHOUR
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Dated: 08/21/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



P. Drummer-Williams, Deputy Clerk