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11 Attorneys for Plaintiff(s),
12 REBECCA KURKHILL, and all others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**
15 **(UNLIMITED JURISDICTION)**

16 REBECCA KURKHILL, on behalf of herself
17 and all others similarly situated, and the general
18 public, and as "PAGA Members" on behalf of
19 other "PAGA Members" and the State of
20 California under the Labor Code Private
21 Attorneys General Act of 2004,

22 *Plaintiff(s),*

23 vs.

24 KENDO HOLDINGS INC., a Delaware
25 corporation; and DOES 1-50, inclusive,

26 *Defendant(s).*

FILED
Superior Court of California
County of Los Angeles
07/28/2026

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

Case No.: 24STCV32366

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Hearing Information

Action filed: 12/6/2024
Hearing Date: 7/28/2026
Hearing Time: 9:00 a.m.
Hearing Dept: SSC-17, The Honorable
Laura A. Seigle



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1 This matter came on for hearing on July 28, 2026 at 9:00 a.m. in Department SSC-17 of
2 the above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the First Amended Class Action
4 and PAGA Settlement Agreement (the "Settlement") filed herewith which provides for a Gross
5 Settlement Amount ("GSA") of \$376,555.71 in compromise of all disputed claims on behalf of
6 current and former non-exempt employees employed by Defendant Kendo Holdings Inc.
7 (collectively "Defendant" or "Kendo") who worked in California during the Class Period. All
8 capitalized terms used herein shall have the same meaning as defined in the Settlement.

9 In accordance with the Court's prior ruling granting Preliminary Approval of Class
10 Action Settlement, Class Members have been given notice of the terms of the Settlement and
11 the opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
12 received and considered the Settlement, the supporting papers filed by the Parties, and the
13 evidence and argument received by the Court in conjunction with the motions for preliminary
14 and final approval of the Settlement, the Court grants final approval of the Settlement and
15 HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
16 DETERMINATIONS:

17 1. The Court has jurisdiction over the subject matter of the Action and over all
18 Parties to the Action, including all Class Members who did not request to be excluded from the
19 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of
20 Class Action Settlement of April 8, 2026, the Class Notice was sent to each Class Member by
21 First Class U.S. mail. The Class Notice informed Class Members of the terms of the Settlement,
22 their right to receive their proportional share of the Settlement, their right to request exclusion,
23 their right to comment upon or object to the Settlement, and their right to appear in person or by
24 counsel at the final approval hearing and be heard regarding final approval of the Settlement.
25 Adequate periods of time were provided by each of these procedures. No member of the Class
26 presented written objections to the proposed Settlement as part of this notice process, stated an
27 intention to appear, or actually appeared at the final approval hearing.

28 2. For purposes of this Settlement, Class means all current and former non-exempt



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1 employees who worked for Kendo Holdings Inc. (“Kendo”) in California during the Class
2 Period. The “Class Period” means the period of time from December 6, 2020 through December
3 18, 2025.

4 3. The Court finds and determines that the notice procedure afforded adequate
5 protections to Class Members and provides the basis for the Court to make an informed decision
6 regarding final approval of the Settlement based on the responses of Class Members. The Court
7 finds and determines that the notice provided in this case was the best notice practicable, which
8 satisfied the requirements of law and due process as to all persons entitled to such notice.

9 4. **Release by Plaintiff.** In consideration of Plaintiff’s awarded Class
10 Representative Service Payment, Plaintiff’s Individual Class Payment, and the other terms and
11 conditions of the Settlement, as of the date the Settlement is fully funded, Plaintiff, on behalf of
12 herself and her respective former and present representatives, agents, attorneys, heirs,
13 administrators, successors, and assigns, releases any and all known and unknown claims that
14 arose on or before the date she signs this agreement against Kendo and the Released Parties
15 (“Plaintiff’s Released Claims”). Plaintiff’s Released Claims shall include but not be limited to
16 any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
17 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts,
18 and expenses of any nature whatsoever from the beginning of time through the date Plaintiff
19 signs this Amended Agreement, known or unknown, suspected or unsuspected, including but
20 not limited to all claims arising out of, based upon, or relating to Plaintiff’s employment with
21 any of the Released Parties, including those claims which could have been asserted in the
22 Complaint, the Operative Complaint and/or LWDA letter, the compensation for that
23 employment, and/or Plaintiff’s relationship with the Released Parties before and during
24 Plaintiff’s employment with any of the Released Parties and through the date Plaintiff signs this
25 Amended Agreement. Expressly excluded from Plaintiff’s release are any claims for workers’
26 compensation benefits, unemployment insurance benefits, and any other claims that cannot be
27 released by law.

28 5. **Release by Participating Class Members.** In consideration for their awarded



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1 Individual Class Payments, as of the date the Settlement is fully funded, all Participating Class
2 Members release, on behalf of themselves and their respective former and present
3 representatives, agents, attorneys, heirs, administrators, successors, and assigns, any and all
4 claims against Kendo and the Released Parties that arise out of or reasonably relate to the claims,
5 rights, demands, liabilities, and causes of action, whether known or unknown, arising from the
6 same set of operative facts as those alleged in the Complaint and the Operative Complaint,
7 including those claims which could have been asserted based on the facts alleged in the
8 Complaint and the Operative Complaint, at any time during the Class Period. Such released
9 claims include but are not limited to claims for failure to pay minimum wages, failure to pay
10 overtime, failure to calculate any wages based on the regular rate of pay (including sick time or
11 any other time off that must be paid based on the regular rate of pay), for meal period violations,
12 for rest period violations, for wage statement violations, for failure to timely pay wages, for
13 failure to reimburse business expenses, for failure to timely pay all final wages or waiting time
14 penalties, statutory penalties, civil penalties, or other relief under the California Labor Code,
15 relief from unfair competition under California Business and Professions Code section 17200 et
16 seq.; attorneys' fees and costs; and interest (the "Participating Class Members' Released
17 Claims").

18 6. **Release by PAGA Members.** In consideration for their awarded Individual
19 PAGA Payments, as of the date the Settlement is fully funded, all PAGA Members release, on
20 behalf of themselves and their respective former and present representatives, agents, attorneys,
21 heirs, administrators, successors, and assigns any and all claims for civil penalties under PAGA
22 against Kendo and the Released Parties that arise out of or reasonably relate to the claims, rights,
23 demands, liabilities, and causes of action, whether known or unknown, arising from the same
24 set of operative facts as those alleged in the Complaint, the Operative Complaint, and/or the
25 applicable LWDA letter, including those claims which could have been asserted based on the
26 facts alleged in the Complaint, the Operative Complaint, and/or LWDA letter, at any time during
27 the PAGA Period. Such released claims include but are not limited to claims for failure to pay
28 minimum wages, failure to pay overtime, failure to calculate any wages based on the regular



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1 rate of pay (including sick time or any other time off that must be paid based on the regular rate
2 of pay), for meal period violations, for rest period violations, for wage statement violations, for
3 failure to timely pay wages, for failure to reimburse business expenses, for failure to timely pay
4 all final wages or waiting time penalties, statutory penalties, civil penalties, or other relief under
5 the California Labor Code, relief from unfair competition under California Business and
6 Professions Code section 17200 et seq.; attorneys' fees and costs; and interest (the "Released
7 PAGA Claims"). All PAGA Members who worked for Kendo during the PAGA Period will
8 release the PAGA claims described herein and will receive a portion of the amount set aside as
9 PAGA penalties, regardless of whether they opt out of the release of the Class Claims.

10 7. The Court further finds and determines that the terms of the Settlement are fair,
11 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
12 provisions of the Settlement, including the release of claims contained therein, should be and
13 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
14 according to its terms. As of the Effective Date of Settlement, and for the duration of the Class
15 Period, all Class Members are hereby deemed to have waived and released all Released Claims
16 and are forever barred and enjoined from prosecuting the Released Claims against the Releasees
17 as fully set forth in the Settlement. No objections were received by the Parties or the Court
18 through the date of this Final Order and Judgment. The Court finds that no Class Members have
19 submitted a request for exclusion from the Settlement as determined by the Administrator and
20 therefore is/are not in the Settlement Class.

21 8. The Court finds and determines that (a) the Individual Class and PAGA
22 Payments to be paid to Participating Class Members and (b) the \$6,526.97.00 payment to the
23 LWDA for the PAGA penalty under the California Labor Code Private Attorneys General Act
24 of 2004, as amended, California Labor Code sections 2699 et seq., as provided for by the
25 Settlement are fair and reasonable. The Court hereby grants final approval to, and orders the
26 payment of, those amounts be made to the Participating Class Members and to the California
27 Labor & Workforce Development Agency, in accordance with the terms of the Settlement.

28 9. The Court further grants final approval to and orders that the following payments



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1 be made in accordance with the terms of the Settlement:

2 a. A Class Counsel Fees Payment in the amount of \$125,518.57 for
3 attorney's fees and a Class Counsel Litigation Expenses Payment in the amount of \$13,037.41
4 to Class Counsel;

5 b. ~~\$15,062.23~~ ^{\$10,000.00} as a Class Representative Service Payment payable to
6 Plaintiff Rebecca Kurkhill for her service as the class representative;

7 c. \$7,450.00 in Administrator's fees payable to ILYM Group, Inc. for its
8 services as the Administrator;

9 d. Payment of \$6,526.97.00 (65% of the \$10,041.49.00 PAGA penalty) to
10 the LWDA; and

11 e. Employer-side payroll taxes to be paid in addition to the Gross Settlement
12 Amount by Defendant.

13 10. The settlement administration shall proceed as directed in the Settlement, and no
14 payments pursuant to the Settlement shall be distributed until after the Effective Date. Without
15 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
16 of all matters relating to the interpretation, administration, implementation, effectuation and
17 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule
18 of Court 3.769(h).

19 11. Within 45 calendar days of the Effective Date, Defendant shall deposit the
20 Settlement proceeds in an account designated by the Administrator. Defendant shall also pay
21 their share of the employer-side payroll taxes in addition to the GSA.

22 12. Defendant's payment of such sums shall be the sole financial obligation of
23 Defendant under the Settlement, and shall be in full satisfaction of all claims released herein,
24 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
25 expenses.

26 13. Participating Class Members shall have one hundred and eighty (180) days from
27 the date of the check's issuance to cash their Settlement Share check. After the expiration of the
28 180-day period, Administrator shall deposit any amounts that remained from the uncashed checks



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1 with the California Controller's Unclaimed Property Fund.

2 14. The Parties shall file a final accounting report by April 30, 2027.
3 A nonappearance case review re submission of a final report is scheduled for
4 May 7, 2027 at 8:30 a.m. .m. in Department SSC-17.

5 15. Nothing in this Final Order and Judgment shall preclude any action to enforce
6 the Parties' obligations under the Settlement or hereunder, including the requirement that
7 Defendant deposit funds for distribution by the Administrator to participating Class Members
8 in accordance with the Settlement.

9 16. The Court hereby enters final Judgment in this case in accordance with the terms
10 of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,
11 and this Final Order and Judgment.

12 17. The Parties are hereby ordered to comply with the terms of the Settlement.

13 18. The Parties shall bear their own costs and attorneys' fees except as otherwise
14 provided by the Settlement and this Final Order and Judgment.

15 19. The Settlement is not an admission by Defendant nor is this Final Order and
16 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
17 Defendant. Furthermore, the Settlement is not a concession by Defendant and shall not be used
18 as an admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order
19 and Judgment, Settlement, any document referred to herein, any exhibit to any document
20 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
21 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
22 admission or concession with regard to, the denials or defenses of Defendant, and shall not be
23 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
24 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
25 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
26 and any other papers and records on file in the Action may be filed in this Court or in any other
27 litigation as evidence of the settlement by Defendant to support a defense of res judicata,
28 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to



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1 the Release Class Claims and the Released PAGA Claims.

2 20. This document shall constitute a Judgment for purposes of California Rule of
3 Court 3.769(h).

4 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

5
6 Date: 07/28/2026




THE HONORABLE LAURA A. SEIGLE
JUDGE OF THE SUPERIOR COURT
Laura A. Seigle / Judge



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