

BOKHOUR LAW GROUP, P.C.
Mehrddad Bokhour, Esq. (CA Bar No. 285256)
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, Esq. (CA Bar No. 295045)
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

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

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

Plaintiff,

v.

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

Defendants.

CASE NO.: 24CV47369

Assigned to the Hon. David M. Sanders

~~XXXXXXXX~~
**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

FILED

9/16/2025

Monica L. Alemán,
Clerk of the Court
Superior Court of California
County of Calaveras
By *M. Brauer*
Electronically Filed

1 Having considered Plaintiff Koll Kilmade's ("Plaintiff") Motion for Preliminary Approval of
2 Class Action Settlement ("Plaintiff's Motion"), the Declarations of Mehrdad Bokhour, Joshua
3 Falakassa, and Koll Kilmade in Support of Plaintiff's Motion, the Class Action and PAGA Settlement
4 Agreement ("Settlement Agreement" and/or "Settlement"), and the Notice of Proposed Class Action
5 and PAGA Settlement ("Notice") and any other documents submitted in support of Plaintiff's Motion,
6 the Court ordered as follows:

7 **IT IS HEREBY ORDERED THAT:**

8 1. This Order incorporates by reference the definitions in the Settlement Agreement,
9 attached as Exhibit "A" to the Declaration of Mehrdad Bokhour, and all terms defined therein shall
10 have the same meaning in this Order as set forth in the Settlement Agreement.

11 2. For settlement purposes only, the Court conditionally certifies the following
12 Settlement Class: all persons who are or were previously employed by Defendant Kaiser Enterprises,
13 Inc., in California classified as a non-exempt or hourly employee at any time from May 8, 2020,
14 through the date of preliminary approval, except as set forth in the Escalator Provision.

15 3. For settlement purposes only, the Court conditionally certifies the following PAGA
16 Employees: all persons who are or were previously employed by Defendant Kaiser Enterprises, Inc.,
17 in California, classified as a non-exempt or hourly employee at any time from May 6, 2023, through
18 the date of preliminary approval, except as set forth in the Escalator Provision.

19 4. The Court preliminarily appoints the named Plaintiff, Koll Kilmade, as the Class
20 Representative, and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., and Joshua S. Falakassa,
21 Esq. of Falakassa Law, P.C., as Class Counsel.

22 5. The Court hereby preliminarily approves the proposed Settlement upon the terms and
23 conditions set forth in the Settlement Agreement. The Court finds that, on a preliminary basis, the
24 Settlement appears to be within the range of reasonableness of a settlement that could ultimately be
25 given final approval by the Court. It appears to the Court, on a preliminary basis, that the Net
26 Settlement Amount is fair, adequate, and reasonable to all potential Class Members when balanced
27 against the probable outcome of further litigation relating to liability and damages issues. Extensive
28 and costly investigations and research have been conducted such that counsel for the parties at this

1 time are reasonably able to evaluate their respective positions. It further appears to the Court that the
2 Settlement at this time will avoid substantial additional costs by all parties, as well as the delay and
3 risks that the further prosecution of the Action would present. It further appears that a settlement has
4 been reached as the result of intensive, non-collusive, arms-length negotiations, utilizing an
5 experienced mediator.

6 6. The Court approves, as to form and content, the proposed Notice attached as Exhibit
7 “A” to Plaintiff’s Motion for Preliminary Approval.

8 7. The Court directs the mailing of the Notice by first-class mail to the Class Members
9 pursuant to the terms of the Settlement Agreement. The Court finds that disseminating the Notice set
10 forth in the Settlement Agreement complies with the requirements of due process of law and appears
11 to be the best notice practicable under the circumstances.

12 8. The Court hereby preliminarily approves the definition and disposition of the Gross
13 Settlement Amount of \$300,000, which is inclusive of the payment of attorneys’ fees not to exceed
14 \$100,000, costs not to exceed \$25,000, a Service Award not to exceed \$10,000 to the named Plaintiff,
15 a PAGA Payment of \$10,000 (of which 75% or \$7,500 will be paid to the California Labor and
16 Workforce Development Agency (“LWDA”) and 25% or \$2,500 will be paid to Settlement Class
17 Members); and Settlement Administration Costs not to exceed \$5,000. Defendant shall separately
18 pay its share of payroll taxes on the portion of the Individual Settlement Amounts to Participating
19 Class Members that are allocated as wages subject to withholding.

20 9. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and payment
21 of Settlement Administration Costs, not to exceed \$5,000 out of the Settlement Amount for services
22 to be rendered on behalf of the Class Members. The Settlement Administrator shall prepare and
23 submit to Class Counsel and Defendant’s Counsel a declaration attesting to the completion of the
24 notice process as set forth in the Settlement Agreement, including an explanation of efforts to resend
25 any Notice returned as undeliverable and the total number of opt-outs and objections received before
26 and after the deadline.

27 10. The Court directs Defendant to work diligently and in good faith to compile from its
28 records and provide the Settlement Administrator with the “Class Data” – as defined in Paragraph 5

1 of the Settlement Agreement – for Settlement Class Members, which will consist of the following
2 information: each Class Member’s (1) full name; (2) last known home address; (3) Social Security
3 number; (4) either the dates of employment with Defendant as a Class Member and/or total number
4 of workweeks worked during the Class Period and PAGA Period; and (6) any other information
5 required by the Settlement Administrator in order to effectuate the terms of the Settlement. Defendant
6 shall provide the “Class Data” as referenced herein to the Settlement Administrator within thirty (30)
7 days after entry of the Preliminary Approval Order.

8 11. The Settlement Administrator shall use the National Change of Address database (U.S.
9 Postal Service) to check for updated addresses for Class Members and shall then mail, via first-class
10 U.S. mail, the Notice to Settlement Class Members as approved in Paragraph 6 herein.

11 12. The deadline by which Class Members may dispute the number of Workweeks
12 Worked, opt out, or object shall be forty-five (45) calendar days from the date of mailing the Notice.
13 Any Class Member who desires to be excluded from the Settlement must mail his or her written
14 Request for Exclusion in accordance with the Notice in a timely manner. Requests for Exclusion
15 must include the full name, address, last four digits of the social security number, and signature of
16 the Settlement Class Member requesting exclusion. The Request for Exclusion must clearly state that
17 the Class Member does not wish to be included in the Settlement. All such persons who properly and
18 timely exclude themselves from the Settlement shall not be Settlement Class Members and shall have
19 no rights to participate in the Settlement, except that if they are PAGA Employees, they will release
20 their Released PAGA Claims regardless of whether they opt out of the Settlement and will receive a
21 PAGA Employee payment. Class Members who opt out of the Settlement shall also have no standing
22 to object to the proposed Settlement.

23 13. The deadline for filing objections to any of the terms of the Settlement shall be forty-
24 five (45) calendar days from the date of mailing the Notice. Any Class Member who wishes to object
25 to the Settlement must mail a timely written objection signed by the Class Member to the Settlement
26 Administrator. Any such objection shall include the case name and number, the Class Member’s
27 name, current address, and dates of employment with Defendant and set forth in clear and concise
28 terms a statement of the reasons why the objection believes that the Court should find that the

1 Settlement is not in the best interests of the Class Members and the reasons why the Settlement should
2 not be approved, including legal and factual arguments supporting the objection. The Settlement
3 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three
4 (3) days of receipt, and the Settlement Administrator shall attach the same to its declaration of due
5 diligence filed with the Court before the Final Approval Hearing. Any Class Member who fails to
6 make his or her objection in the manner provided for in this Order shall be deemed to have waived
7 such objection and shall forever be foreclosed from making any objection to or appeal of the fairness,
8 reasonableness or adequacy of the Settlement as incorporated in the Settlement Agreement, or to the
9 award of Attorneys' Fees and Costs, or Service Award to the Class Representative.

10 14. Any Settlement Class Member who does not submit a timely and valid Request for
11 Exclusion will be deemed a Participating Class Member, will be subject to the release of Class Claims
12 described in the Settlement Agreement, and will be entitled to receive an Individual Settlement
13 Amount based upon the allocation formula described in the Settlement Agreement. Settlement Class
14 Members may not object to or opt-out of the Settlement with respect to the Release of the PAGA
15 Claims. Settlement Class Members who opt out of the Release of Class Claims will still be paid their
16 allocation of the PAGA Payment and will be bound by the Release of PAGA Claims regardless of
17 whether they submit a timely and valid Request for exclusion from the Release of Class Claims.

18 15. The Court approves the handling of unclaimed funds set forth in the Settlement
19 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
20 result of a Participating Class Member's failure to timely cash a settlement check shall be handled by
21 the Settlement Administrator and be issued to the California Controller's Unclaimed Property Fund
22 in the name of the Class Member, pursuant to California Code of Civil Procedure § 384(b).

23 16. The following dates shall govern for purposes of this settlement:

24 September 5, 2025	Preliminary Approval (PA) hearing
25 <i>(within thirty (30) days after notice of</i> 26 <i>entry of Order Granting Preliminary</i> 27 <i>Approval)</i>	Deadline for Defendant to send Class Data to Settlement Administrator
28 <i>(within 14 days after receipt of Class</i> <i>Data)</i>	Deadline for Settlement Administrator to complete first mailing of the Notice to all Class Members.

(45 calendar days after mailing Notice)	Deadline for Class Members to submit Requests for Exclusion and Objections to the Settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for an award of attorney's fees, costs, and Service Payment.
9 court days before Final Approval hearing	Deadline for filing any written opposition to Plaintiff's Motion for Final Approval of Settlement or any response to an objection to the Settlement.
5 court days before Final approval hearing	Deadline for filing of any written reply to opposition to Motion for Final Approval of Settlement.
December 19, 2025 at 9:00 a.m.	Final Approval Hearing

17. A final approval hearing shall be held in this Court on **December 19, 2025 at 9:00 a.m.** to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of service awards to the Class Representative. The Court may continue or adjourn the final approval hearing without further notice to the Notice.

18. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to Class Members. In the event that the Settlement does not receive final approval or the Effective Date of the Settlement does not occur for any reason, this Order, the Settlement, and the Settlement Agreement shall be rendered null and void and shall be vacated. Further, the fact that the parties were willing to stipulate to certification Class for settlement purposes shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context, and the parties to the Settlement shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of the Settlement Agreement.

1 19. If the Court grants Final Approval, each Participating Class Member and their
2 successors shall conclusively be deemed to have released the Class Claims, and each Class Member
3 shall conclusively be deemed to have released the PAGA Claims, set forth in the Settlement
4 Agreement and Notice against the Released Parties (as defined in the Agreement). Further, all
5 Participating Class Members and their successors shall be permanently enjoined and forever barred
6 from asserting any released Class Claims, and all Class Members shall be permanently enjoined and
7 forever barred from asserting any released PAGA Claims, against the Released Parties.

8
9 **IT IS SO ORDERED.**

10
11 DATED: September 16, 2025



HON. DAVID M. SANDERS
JUDGE OF THE SUPERIOR COURT