

1 **BOKHOUR LAW GROUP, P.C.**  
Mehrdad Bokhour, Esq. (CA Bar No. 285256)  
2 *mehrdad@bokhourlaw.com*  
3 1901 Avenue of the Stars, Suite 520  
Los Angeles, California 90067  
4 Tel: (310) 975-1493; Fax: (310) 675-0861

5 **FALAKASSA LAW, P.C.**  
Joshua S. Falakassa, Esq. (CA Bar No. 295045)  
6 *josh@falakassalaw.com*  
7 1901 Avenue of the Stars, Suite 520  
Los Angeles, California 90067  
8 Tel: (818) 456-6168; Fax: (888) 505-0868

9 Attorneys for Plaintiff and the Putative Class

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF MARIN**

12 JOCELYN KELLER on behalf of herself and all  
13 others similarly situated,

14 Plaintiff,

15 v.

16 BANK OF MARIN, a California Corporation;  
17 BANK OF MARIN BANCORP, a California  
18 Corporation; and DOES 1-50, inclusive.

19 Defendants.  
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**ELECTRONICALLY FILED**

Superior Court of California  
County of Marin

FILED

James M. Kim, Clerk of the Court

J. Chen, Deputy

CASE NO.: CV0001538

*Assigned to Hon. Mark A. Talamantes*

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

**HEARING INFO**

Date: May 1, 2026

Time: 1:30 p.m.

Dept.: L

1           This matter having come for hearing regarding the unopposed Motion for Final Approval of  
2 Class Action Settlement on the terms set forth in the Class Action and PAGA Settlement Agreement  
3 (the “Settlement”). In conformity with California Rules of Court, rule 3.769, with due and adequate  
4 notice having been given to Class Members (as defined in the Settlement), and having considered the  
5 Settlement, all of the legal authorities and documents submitted in support thereof, all papers filed  
6 and proceedings had herein, all oral and written comments received regarding the Settlement, and  
7 having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final  
8 approval of the Settlement and orders and makes the following findings and determinations and enters  
9 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, consisting of all individuals who are or were employed by Defendants as non-exempt  
19 hourly employees in California between December 11, 2019, and October 12, 2024. The PAGA  
20 Members consist of all individuals who are or were employed by Defendants as non-exempt hourly  
21 employees in California between November 8, 2022, and October 12, 2024. The Court deems this  
22 definition sufficient for the purpose of Rule 3.765(a) of the California Rules of Court, and solely for  
23 the purpose of effectuating the Settlement.

24           4.       The Court finds that an ascertainable class of 303 class members exists and a well-  
25 defined community of interest exists on the questions of law and fact involved because in the context  
26 of the Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of  
27 the Plaintiff is typical of claims of the Class Members; and **(iii)** in negotiating, entering into and  
28 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and

1 protected the interest of the Class Members.

2           5.       The Court is satisfied that Phoenix Settlement Administrators, which was appointed  
3 as the Settlement Administrator, completed the distribution of the Class Notice in a manner that  
4 complies with California Rule of Court 3.766. The Class Notice, provided in English and Spanish,  
5 informed all 303 Class Members of the Settlement terms, their rights to receive their settlement share,  
6 their right to submit a request for exclusion, their right to comment on or object to the Settlement,  
7 and their right to appear at the Final Approval and Fairness Hearing and be heard regarding approval  
8 of the Settlement. A sufficient response period was provided. No Class Members filed written  
9 objections, submitted notices of intent to appear, or requested exclusion.

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

15           7.       The Court directs the Parties to effectuate the Settlement Agreement according to its  
16 terms and declares the Settlement Agreement to be binding on all 303 Participating Class Members.

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

21           9.       The Court separately and expressly approves the PAGA portion of the Settlement  
22 pursuant to Labor Code section 2699(1). The Court finds that the PAGA settlement is fair, adequate,  
23 and reasonable in light of the purposes and policies of the Private Attorneys General Act. The Court  
24 further finds that the allocation of \$105,000 in PAGA penalties, with 75 percent (\$2,500) payable to  
25 the California Labor and Workforce Development Agency and 25 percent (\$7,500) payable to the  
26 PAGA Members, is appropriate and consistent with the statute. The Court further finds that Plaintiff  
27 has complied with all notice and submission requirements under Labor Code section 2699(1)(2), and  
28 that the State of California has not objected to the PAGA settlement.

1           10.     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           11.     The Settlement Agreement is not an admission by Defendants, nor is this order a  
7 finding of the validity of any allegations or any wrongdoing by Defendants.

8           12.     The Court appoints Plaintiff Jocelyn Keller as Class Representative and finds her to  
9 be adequate.

10          13.     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          14.     The terms of the Settlement Agreement, including the Gross Settlement Amount of  
14 \$600,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and  
15 each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement  
16 Agreement, subject to this order.

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

19               A.     The Court awards \$6,950 to the Settlement Administrator and finds this  
20 amount to be fair and reasonable.  The Court grants final approval and orders  
21 the Settlement Administrator to pay this amount in accordance with the  
22 Agreement.

23               B.     The Court awards ~~\$200,000~~ <sup>AFJ €€€€€ V</sup> to Class Counsel as attorneys' fees and costs and  
24 finds this amount to be fair and reasonable in light of the benefit obtained for  
25 the Class.  The Court grants final approval of, awards, and orders that the  
26 Class Counsel fees be paid in accordance with the Settlement Agreement.

27               C.     The Court approves the \$20,000 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 ~~EÖÈ~~ 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 303 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 send the unclaimed 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 and exclusive jurisdiction over the Parties, the Action,  
23 and the Settlement pursuant to California Rules of Court, rule 3.769(h), for the limited purposes of:  
24 (a) enforcing the terms of the Settlement Agreement and this Judgment; (b) supervising settlement  
25 administration and distribution; and (c) addressing such post judgment matters as may be appropriate  
26 under applicable law.

27 23. This Judgment finally resolves all claims released by the Settlement Agreement and  
28 is intended to be a final, appealable judgment.

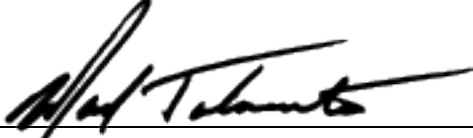
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24. The Court sets a Distribution Compliance Hearing for FBI, 2027 at JAN a.m./p.m. At least 15 calendar days prior to the hearing, Class Counsel shall file a declaration regarding the status of the distribution of the settlement funds.

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

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

DATED: 05/06/2026, 2026

  
HONORABLE MARK A. TALAMANTES

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 520, Los Angeles, California 90067.

On May 1, 2026 I served the following document(s) described as: **AMENDED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT** on the interested parties in this action:

Lilah Wylde, Esq.  
lwylde@seyfarth.com  
Elizabeth M. Levy, Esq.  
elevy@seyfarth.com  
SEYFARTH SHAW LLP  
2029 Century Park East, Suite 3500  
Los Angeles, California 90067

**Attorneys for Defendants  
BANK OF MARIN and BANK OF MARIN BANCORP**

**BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 1, 2026, at Los Angeles, California.

/s/ Cynthia Garcia  
Cynthia Garcia