

FILED
Superior Court of California,
County of Kern

By: Mckie Fogerson
Deputy Clerk

11/18/2025

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF KERN**

10 TYLER KRUG & FERNANDO JARAMILLO,
11 individually, and on behalf of those similarly
12 situated and members of the general public; and
13 FRANCISCO BALBUENA, individually, and
on behalf of those similarly situated,

14 Plaintiffs,

15 vs.

16 EKC ENTERPRISES, INC., a California
17 Corporation; and DOES 1 through 25, inclusive,

18 Defendants.

Case No. BCV-23-103975

Honorable Bernard C. Barmann
Division H

**~~PROPOSED~~ FINAL APPROVAL ORDER
AND JUDGMENT**

Date: November 18, 2025
Time: 8:30 a.m.
Dept.: H

Complaint Filed: November 28, 2023
FAC Filed: January 18, 2024
SAC Filed: February 20, 2025
Trial Date: Not Set

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Attorneys for Plaintiff Fernando Jaramillo and the Class

1 Plaintiffs Tyler Krug, Fernando Jaramillo, and Francisco Balbuena’s (collectively,
2 “Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and
3 Costs, Enhancement Payments, and Settlement Administration Costs came before this Court on
4 **November 18, 2025 at 8:30 a.m.** before the Honorable Bernard C. Barmann in Division H of the
5 above-captioned Court located at 1215 Truxtun Avenue, Bakersfield, California 93301.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and Settlement
9 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
10 (Karen I. Gold, Mehrdad Bokhour, and Joshua S. Falakassa), the Class Representatives (Tyler Krug,
11 Fernando Jaramillo, and Francisco Balbuena), and the Settlement Administrator (Stacey Shim on
12 behalf of Apex Class Action LLC), and the evidence and argument received by the Court in
13 conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and
14 documents thereto, the Court grants final approval of the Settlement and **HEREBY ORDERS AND**
15 **MAKES THE FOLLOWING DETERMINATION:**

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiffs and Defendant EKC Enterprises, Inc. (“Defendant”) (collectively, with Plaintiffs, the
18 “Parties”), including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: “All current and former hourly-paid or nonexempt employees who worked for
21 Defendant within the State of California at any time during the Class Period.” The “Class Period” is
22 defined as the period from November 28, 2019 through July 7, 2025.

23 3. The Court appoints Plaintiffs Tyler Krug, Francisco Balbuena, and Fernando Jaramillo
24 as the Class Representatives for settlement purposes only.

25 4. The Court appoints Jonathan M. Genish, Karen I. Gold, and Marissa A. Mayhood of
26 Blackstone Law, APC, Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua Falakassa of
27 Falakassa Law, P.C. as Class Counsel for settlement purposes only.

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1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties.

19 8. The Court finds that no Class Members have validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
22 recognition of Plaintiffs’ efforts on behalf of the Class, the Court hereby approves the payments from
23 the Gross Settlement Amount of Enhancement Payments to Plaintiffs in the amount of Seven
24 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total, \$22,500.00).

25 10. The Court approves the payment from the Gross Settlement Amount of attorneys’ fees
26 to Class Counsel in the sum of \$525,000.00, which shall be divided amongst Class Counsel pursuant
27 to the Joint Prosecution and Attorney Fee Split Agreement as follows:

- 28 • \$262,500.00 (i.e., 50%) to Blackstone Law, APC.

- \$131,250.00 (i.e., 25%) to Bokhour Law Group, P.C.
- \$131,250.00 (i.e., 25%) to Falakassa Law P.C.

11. The Court approves the reimbursement of actual litigation costs and expenses to Class Counsel in the sum of \$32,404.23, which shall be divided amongst Class Counsel pursuant to the Joint Prosecution and Attorney Fee Split Agreement as follows:

- \$14,753.23 to Blackstone Law, APC.
- \$17,651.10 to Bokhour Law Group, P.C.

12. The attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

13. The Court approves and orders payment from the Gross Settlement Amount in the amount of \$10,250.00 to Apex Class Action LLC for performance of settlement administration services.

14. The Court approves and orders payment in the amount of \$75,000.00 to the California Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward PAGA penalties.

15. It is hereby ordered that within thirty (30) calendar days after the Effective Date, Defendant will deposit the first half of the Gross Settlement Amount (i.e., \$750,000.00) into an account established by the Settlement Administrator ("QSF"), in accordance with the terms and methodology set forth in the Settlement Agreement.

16. It is hereby ordered that within five (5) business days after Defendant funds the first half of the Gross Settlement Amount, the Settlement Administrator will distribute half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Employees, half of the Attorneys' Fees and Costs to Class Counsel, half of the Enhancement Payments to Plaintiffs, half of the LWDA Payment to the LWDA, and half of the Settlement Administration Costs to itself.

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1 17. It is hereby ordered that Defendant will deposit the remaining half of the Gross
2 Settlement Amount (i.e., \$750,000.00) into the QSF on or before November 11, 2026.

3 18. It is hereby ordered that within five (5) business days of the funding of the last deposit
4 of the Gross Settlement Amount, the Settlement Administrator will distribute the remaining half of
5 the Individual Settlement Payments to Settlement Class Members, the remaining half of the Individual
6 PAGA Payments to PAGA Employees, the remaining half of the Attorneys' Fees and Costs to Class
7 Counsel, the remaining half of the Enhancement Payments to Plaintiffs, the remaining half of the
8 LWDA Payment to the LWDA, and the remaining half of the Settlement Administration Costs to
9 itself.

10 19. Each Individual Settlement Payment and Individual PAGA Payment check will be
11 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
12 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
13 distributed by the Settlement Administrator to the California Controller's Unclaimed Property
14 Division in the name of the Settlement Class Member and/or PAGA Employee.

15 20. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs
16 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
17 compromised, relinquished, and discharged the Released Parties of any and all claims, debts,
18 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of
19 action which were alleged or which could have been alleged based on the factual allegations in the
20 Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall
21 specifically include claims for Defendant's alleged failure to pay overtime and minimum wages,
22 provide compliant meal and rest periods and associated premium payments, timely pay wages during
23 employment and upon termination, provide complaint wage statements, maintain complete and
24 accurate payroll records, and reimburse necessary business-related expenses in violation of California
25 Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1,
26 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage
27 Order 5-2001, and all claims for attorneys' fees and costs and statutory interest in connection
28 therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims,

1 including claims for statutory penalties, pertaining to the Class Members (collectively, “Released
2 Class Claims”).

3 21. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
4 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
5 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
6 Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter,
7 arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
8 California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related
9 thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal
10 and rest periods and associated premium payments, timely pay wages during employment and upon
11 termination, provide complaint wage statements, maintain complete and accurate payroll records, and
12 reimburse necessary business-related expenses in violation of California Labor Code Sections 201,
13 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and
14 Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 5-2001 (collectively,
15 “Released PAGA Claims”).

16 22. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
17 individually and on their own behalf, will be deemed to have fully, finally, and forever released,
18 settled, compromised, relinquished, and discharged the Released Parties from any and all claims,
19 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or
20 causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
21 asserted or unasserted, which Plaintiffs, at any time of execution of the Settlement Agreement, had or
22 claimed to have or may have, including but not limited to any and all claims arising out of, relating to,
23 or resulting from their employment and/or separation of employment with the Released Parties,
24 including any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation
25 or Executive Order relating to employment, including, but in no way limited to, any claim under Title
26 VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities
27 Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the California
28 Family Rights Act; the California Fair Employment and Housing Act; all claims for wages or penalties

1 under the Fair Labor Standards Act; all claims for wages or penalties under the California Labor Code;
2 Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy,
3 retaliation, or interference with legal rights; any and all other employment or discrimination laws;
4 whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or
5 claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed
6 as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does
7 not include a release of any claims that cannot be released hereunder by law. Plaintiffs understand
8 and expressly agree that the Settlement Agreement extends to claims that they have against Defendant,
9 of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
10 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
11 or before the execution of the Settlement Agreement. Any and all rights granted under any state or
12 federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of
13 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
14 the California Civil Code reads as follows:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
16 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
17 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
18 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

19 23. "Released Parties" means Defendant and its current and former employees, officers,
20 directors, owners, attorneys, members, insurers, shareholders, subsidiaries, affiliates, predecessors,
21 successors, and assigns.

22 24. This Court shall retain jurisdiction with respect to all matters related to the
23 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
24 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
25 Settlement and the determination of all controversies relating thereto.

26 25. Notice of entry of this Order and Judgment shall be given to the Class Members by
27 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
28 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

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26. A Compliance Hearing is set for May 18, 2026 at 8:30 a.m.
in Department H of this Court located at 1215 Truxtun Avenue, Bakersfield, California 93301. The
Settlement Administrator shall file a Final Report by May 11, 2026.

IT IS SO ORDERED.

Dated: November 18, 2025



Honorable Bernard C. Barmann, Jr.