

Electronically Received 1/25/2025 06:46 PM

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

**FILED**  
Superior Court of California  
County of Sacramento  
12/19/2025  
V. Aleman, Deputy

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 SACRAMENTO**

12 JASON WHITE, on behalf of himself and all  
13 others similarly situated,  
14 Plaintiff,  
15 v.  
16 FPR II LLC DBA LEADPOINT BUSINESS  
17 SERVICES, an Oregon Corporation; and DOES  
18 1-50, inclusive.  
19 Defendants.

CASE NO.: 23CV007753  
*Assigned to the Hon. Lauri A. Damrell, Dept. 22*

**~~PROPOSED~~ ORDER GRANTING  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND FINAL  
JUDGEMENT**

**HEARING INFO**

Date: December 19, 2025  
Time: 9:00 a.m.  
Dept.: 22

1           This matter having come for hearing on December 19, 2025, regarding the unopposed Motion  
2 for Final Approval of Class Action Settlement on the terms set forth in the Class Action and PAGA  
3 Settlement Agreement (the “Settlement”). In conformity with California Rules of Court, rule 3.769,  
4 with due and adequate notice having been given to Class Members (as defined in the Settlement), and  
5 having considered the Settlement, all of the legal authorities and documents submitted in support  
6 thereof, all papers filed and proceedings had herein, all oral and written comments received regarding  
7 the 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 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 and as follows: all individuals who are or were employed by Defendant as non-exempt  
19 hourly employees in California between January 26, 2024, and August 15, 2025.

20           4.       The Court deems this definition sufficient for the purpose of Rule 3.765(a) of the  
21 California Rules of Court, and solely for the purpose of effectuating the Settlement.

22           5.       The Court finds that an ascertainable class of 853 class members exists and a well-  
23 defined community of interest exists on the questions of law and fact involved because in the context  
24 of the Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of  
25 the Plaintiff is typical of claims of the Class Members; and **(iii)** in negotiating, entering into and  
26 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and  
27 protected the interest of the Class Members.

28

1           6.       The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement  
2 Administrator, completed the distribution of the Class Notice in a manner that complies with  
3 California Rule of Court 3.766. The Class Notice, which was provided in both English and Spanish,  
4 informed 854 prospective Class Members of the Settlement terms, their rights to receive their  
5 settlement share, their right to submit a request for exclusion, their right to comment on or object to  
6 the Settlement, and their right to appear at the Final Approval and Fairness Hearing and be heard  
7 regarding approval of the Settlement. A sufficient period of time to respond and act was provided.  
8 No Class Members filed written objections or notices of intent to appear, and only one Class Member  
9 submitted a request for exclusion: Erik Alberto Avila.

10           7.       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           8.       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 853 Participating Class Members.

17           9.       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           10.      The Court also finds that the Settlement now will avoid additional and potentially  
22 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the  
23 case. Additionally, after considering the monetary recovery provided as part of the Settlement in  
24 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured  
25 significant relief for Class Members.

26           11.      The Settlement Agreement is not an admission by Defendant, nor is this order a  
27 finding of the validity of any allegations or any wrongdoing by Defendant.

28           12.      The Court appoints Plaintiff Jason White as Class Representative and finds him to be

1 adequate.

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

5           14.     The terms of the Settlement Agreement, including the Gross Settlement Amount of  
6 \$474,078.80 and the individual settlement shares, are fair, adequate, and reasonable to the Class and  
7 each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement  
8 Agreement, subject to this order.

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

11                 A.     The Court awards \$9,600.00 to ILYM, the Settlement Administrator, and  
12                         finds this amount to be fair and reasonable. The Court grants final approval  
13                         and orders the Settlement Administrator to pay this amount in accordance  
14                         with the Agreement.

15                 B.     The Court awards \$158,026.27 to Class Counsel as attorneys' fees and finds  
16                         this amount to be fair and reasonable in light of the benefit obtained for the  
17                         Class. The Court grants final approval of, awards, and orders that the Class  
18                         Counsel fees be paid in accordance with the Settlement Agreement.

19                 C.     The Court awards \$18,220.30 to the Bokhour Law Group, P.C. in litigation  
20                         costs, an amount which the Court finds to be reflective of the reasonable costs  
21                         incurred. The Court grants final approval of and orders the Class Counsel  
22                         litigation expenses payment in this amount to be made in accordance with the  
23                         Settlement Agreement.

24                 D.     The Court awards \$10,000 to the class representative as payment requested  
25                         by Plaintiff and finds this amount to be fair and reasonable. The Court grants  
26                         final approval of and orders the class representative payment to be made in  
27                         accordance with the Settlement Agreement.

28                 E.     The Court approves the \$35,000 allocation for penalties under the Labor Code

1 Private Attorneys General Act of 2004 and orders 75% thereof (i.e., \$26,250)  
2 to be paid to the California Labor and Workforce Development Agency in  
3 accordance with the terms of the Settlement Agreement and the remainder to  
4 the Class.

5 16. The Court orders the Parties to comply with and carry out all terms and provisions of  
6 the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the  
7 provisions of this order shall take precedence and supersede the Settlement.

8 17. Nothing in the Settlement or this order purports to extinguish or waive Defendant's  
9 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims  
10 in this case if the Settlement fails to become final or effective, or in any other case without limitation.

11 18. The Settlement shall bind all 853 Participating Class Members and this order,  
12 including the release of claims as set forth in the Settlement Agreement.

13 19. The Parties shall bear their own respective attorneys' fees and costs except as  
14 otherwise provided in this order and the Settlement Agreement.

15 20. All checks mailed to the Class Members must be cashed within one hundred and eighty  
16 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the  
17 Settlement Administrator shall donate to CASA of Sacramento as the designated *cy pres* recipient,  
18 consistent with California Code of Civil Procedure section 384(b).

19 21. Within 10 days of this order, the Settlement Administrator shall give notice of  
20 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by  
21 posting a copy of this order and final judgment on its website.

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

26 23. The Court sets a Distribution Compliance Hearing for U&A, 2026 at 10:30  
27 a.m. At least 15 calendar days prior to the hearing, Class Counsel shall file a declaration regarding  
28 the status of the distribution of the settlement funds.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

24. 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: Ö^&^ à^!ÆJ, 2025



  
\_\_\_\_\_  
HONORABLE LAURI A. DAMRELL