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13 Attorneys for Plaintiff and the Putative Class

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16 JON LOUGHMILLER, on behalf of himself and
17 all others similarly situated,

18 Plaintiff,

19 v.

20 KELLEY SUPPLY CO., a Washington
21 Corporation; and DOES 1-50, inclusive.

22 Defendants.

CASE NO.: 23CV001869

Assigned to the Hon. Jill H. Talley

23 **~~PROPOSED~~ ORDER GRANTING**
24 **FINAL APPROVAL OF CLASS**
25 **ACTION SETTLEMENT AND FINAL**
26 **JUDGEMENT**

27 **HEARING INFO**

28 Date: October 10, 2025

Time: 9:00 a.m.

Dept.: 23

1 This matter having come for hearing on October 10, 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 hereby finally certifies the Settlement Class,
18 as defined in the Settlement Agreement, consisting of: All individuals who are or were employed by
19 Defendant in California as non-exempt, hourly employees at any time between January 31, 2020, and
20 ~~December 31, 2024~~. March 1, 2025.

21 4. For settlement purposes only, the Court further finds that Plaintiff also represents a
22 group of PAGA Members on behalf of the State of California pursuant to the California Labor Code
23 Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698–2699.5, consisting of:
24 All individuals who are or were employed by Defendant in California as non-exempt, hourly
25 employees at any time between May 17, 2022, and March 1, 2025

26 5. The Court deems this definition sufficient for the purpose of Rule 3.765(a) of the
27 California Rules of Court, and solely for the purpose of effectuating the Settlement.

28 6. The Court finds that an ascertainable class of 398 class members exists and a well-

1 defined community of interest exists on the questions of law and fact involved because in the context
2 of the Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of
3 the Plaintiff is typical of claims of the Class Members; and **(iii)** in negotiating, entering into and
4 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
5 protected the interest of the Class Members.

6 7. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
7 Administrator, completed the distribution of Class Notice to the Class in a manner that complies with
8 California Rule of Court 3.766. The Class Notice informed 398 prospective Class Members of the
9 Settlement terms, their rights under the settlement and receive their settlement share, their rights to
10 submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights
11 to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
12 Settlement. Sufficient period of time to respond and to act was provided by each of these procedures.
13 No Class Members filed a written objection to the Settlement as part of this notice process, no Class
14 Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing,
15 and only two Class Member submitted a request for exclusion: Daniel Gonzalez and Melissa
16 Mesnickow.

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

22 9. The Court directs the Parties to effectuate the Settlement Agreement according to its
23 terms and declares the Settlement Agreement to be binding on all 398 Participating Class Members.

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

28 11. The Court also finds that the Settlement now will avoid additional and potentially

1 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
2 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
3 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured
4 significant relief for Class Members.

5 12. The Settlement Agreement is not an admission by Defendant, nor is this order a
6 finding of the validity of any allegations or any wrongdoing by Defendant.

7 13. The Court appoints Plaintiff Jon Loughmiller as Class Representative and finds him
8 to be adequate.

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

12 15. The terms of the Settlement Agreement, including the Gross Settlement Amount of
13 \$1,015,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
14 each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement
15 Agreement, subject to this order.

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

18 A. The Court awards \$6,350.00 to ILYM, the Settlement Administrator, and
19 finds this amount to be fair and reasonable. The Court grants final approval
20 of it and orders the Settlement Administrator to be paid this amount in
21 accordance with the Agreement.

22 B. The Court awards \$338,333 to Class Counsel as attorneys' fees and finds this
23 amount to be fair and reasonable in light of the benefit obtained for the Class.
24 The Court grants final approval of, awards, and orders the Class Counsel fees
25 payment to be made in accordance with the Settlement Agreement.

26 C. The Court awards \$16,637.52 to the Bokhour Law Group, P.C. in litigation
27 costs, an amount which the Court finds to be reflective of the reasonable costs
28 incurred. The Court grants final approval of and orders the Class Counsel

1 litigation expenses payment in this amount to be made in accordance with the
2 Settlement Agreement.

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

7 E. The Court approves the \$15,000 allocation for penalties under the Labor Code
8 Private Attorneys General Act of 2004 and orders 75% thereof (i.e., \$11,250)
9 to be paid to the California Labor and Workforce Development Agency in
10 accordance with the terms of the Settlement Agreement and the remainder to
11 the Class.

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

15 18. Nothing in the Settlement or this order purports to extinguish or waive Defendants'
16 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
17 in this case if the Settlement fails to become final or effective, or in any other case without limitation.

18 19. The Settlement shall bind all ³⁹⁶~~398~~ Participating Class Members and this order,
19 including the release of claims as set forth in the Settlement Agreement.

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

22 21. All checks mailed to the Class Members must be cashed within one hundred and eighty
23 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
24 Settlement Administrator shall submit such funds to the State of California's Unclaimed Property
25 Fund in the name of the Class Member.

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

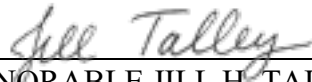
1 23. The Court retains continuing jurisdiction over the Action and the Settlement, including
2 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of
3 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
4 (c) addressing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

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

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

10
11 DATED: 10/14/2025




HONORABLE JILL H. TALLEY