D.LAW, INC.
David Keledjian (SBN 309135)
d.keledjian@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
David Arakelyan (SBN 337076)
d.arakelyan@d.law
Matthew Carraher (SBN 346860)
m.carraher@d.law
250 N. Madison Ave. Second Floor
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiffs Joseph D. Kelly, Jeremiah Kelly and Osmar Jared Regalado Espino

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JOSEPH D. KELLY, on behalf of himself and all others similarly situated, and the general public, *Plaintiff*, v. HUMASON II, INC., a Nevada corporation; HUMASON + SONS, INC., an entity of unknown form; and DOES 1 through 50, inclusive, Defendants.	Case No. 23CV010746 CLASS ACTION Assigned for all purposes to: Hon. Jill Talley **[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND ENTERING JUDGMENT** Final Approval Hearing: Date: December 11, 2026 Time: 9:00 a.m. Dept: 8A

ORDER

Plaintiffs Joseph D. Kelly, Jeremiah Kelly and Osmar Jared Regalado Espino ("Plaintiffs"), on behalf of themselves and other similarly situated employees of Defendants Humason II, Inc. and Humason + Sons, Inc. ("Defendants") (collectively, "the Parties"), filed a Motion for Final Approval of Class Action and PAGA Settlement Agreement ("Motion"). The Motion was set for hearing on December 11, 2026, at 9:00 a.m. in Department 8A of the Sacramento Superior Court located at 500 G Street, Sacramento CA, 95814. The Court, having considered the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement," which is attached as **Exhibit 1** to the Declaration of Enoch J. Kim in Support of the Motion), the Notice of Class Action Settlement ("Notice," which is attached as **Exhibit A** to the Settlement Agreement), all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Final Approval Order incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definition provided in the Settlement Agreement, the Class consists of all persons employed by Defendants and classified as a non-exempt, hourly employee who worked for Defendants in California during the Class Period, which is the period from October 26, 2019 to October 17, 2025 ("Class" or "Class Members").

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject matter of this proceeding and over all parties to this proceeding, including all Class Members. In addition, the Court has personal jurisdiction over all Class Members with respect to the Action and the Settlement.

4. Distribution of the Notice directed to the Class Members, as set forth in the Settlement Agreement, has been completed in conformity with the Court's Order Granting

Preliminary Approval of Settlement ("Preliminary Approval Order"), including individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. The Notice provided due and adequate notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including the proposed Settlement as set forth in the Settlement Agreement and fully satisfied the requirements of California law, the California and United States Constitutions (including the Due Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766, and any other applicable law. The Notice also provided due and adequate notice to Class Members of their right to exclude themselves from the Settlement, as well as their right to object to the proposed Settlement.

5. For the reasons set forth in the Preliminary Approval Order and in the transcript of the proceedings of the preliminary approval hearing, which are adopted and incorporated by reference, the Court finds the Settlement was entered into in good faith and further finds that the Settlement is fair, reasonable, and adequate, and in the best interests of the Class. Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action Settlement under California law, including the provisions of California Code of Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971).

6. The Court approves the Settlement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length negotiations. In granting final approval of the Settlement Agreement, the Court considered the nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement proceeds among the Participating Class Members, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement had no obvious deficiencies and did not improperly grant preferential treatment to any individual Class Member. Accordingly, the Court finds that the

Settlement Agreement was entered into in good faith.

7. As of the date Defendants fund the Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, all Participating Class Members and all Aggrieved Employees shall be bound by the releases set forth in the Settlement Agreement.

8. No Class Member has opted out from the Settlement; therefore, 100% of Class Members are Participating Class Members.

9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Final Approval Order a finding of the validity of any claims in the Action, or of any wrongdoing by Defendant or any of the other Released Parties.

10. The Court confirms David Keledjian, Enoch J. Kim, David Arakelyan, and Matthew Carraher of D.Law, Inc., as Class Counsel and finds that Class Counsel has adequately represented the Class for purposes of entering into and implementing the Settlement.

11. The Court finds the $1,025,000.00 Gross Settlement Amount provided for under the Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the following deductions from the Gross Settlement Amount: (1) a Class Counsel Fees Payment of $341,666.67 to Class Counsel for attorneys' fees; (2) a Class Counsel Litigation Expenses Payment of $30,471.90 for reimbursement of actual costs incurred; (3) Class Representative Service Payments of $10,000.00 to each Plaintiff (for a total of $30,000.00); (4) an Administrator Expenses Payment of $12,990.00 for the settlement administration; and (5) PAGA Penalties of $40,000.00, with 75% or $30,000.00 allocated to the LWDA, and 25% or $10,000.00 allocated to the Aggrieved Employees and distributed on a *pro rata* basis..

12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument set forth in Class Counsel's application, an award of attorneys' fees in the amount of $341,666.67 and for costs and expenses in the amount of $30,471.90 as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is

hereby granted. The Court finds that Class Counsel's request falls within the range of reasonableness and that the result achieved justifies the award and that the requested expenses were reasonably incurred. The payment of attorneys' fees and costs to Class Counsel shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

13. It is ordered that Class Representative Service Payments of $10,000.00 to Plaintiff Joseph D. Kelly, $10,000.00 to Plaintiff Jeremiah Kelly, and $10,000 to Plaintiff Osmar Jared Regalado Espino are fair and reasonable for their service to the Class.

14. The Court further approves the payment of $12,990.00 to Apex to cover the costs of administration as provided for in the Settlement Agreement. The payment authorized by this paragraph shall be made in accordance with the terms of the Settlement Agreement.

15. The Court also approves the PAGA Penalties payment of $40,000.00 for claims asserted under PAGA, with 75% ($30,000.00) payable to the LWDA and the other 25% ($10,000.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the Settlement Agreement). The PAGA Penalties payment shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

16. The Court finds the settlement payments from the Net Settlement Amount provided for under the Settlement Agreement to be fair and reasonable. The settlement payments authorized by this paragraph shall be made in accordance with the terms of the Settlement Agreement. It is also ordered that, 180 days after the date of distribution of Individual Class Payments and Individual PAGA Payments to the Class, all funds from any uncashed checks remaining in the Net Settlement Amount shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq*., for the benefit of those Participating Class Members who did not cash their checks until such time that they claim their property.

17. The Court shall examine the final accounting at a Compliance Hearing set on September 10, 2027 at 10:30 a.m. in Department 22. Class Counsel shall file a declaration regarding the status of the distribution of the settlement funds at least 15 days before the

Compliance Hearing.

18. Defendant shall not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement.

19. Without affecting the finality of the Settlement, this Order, or Final Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing jurisdiction over the above-captioned action and the Parties, including all Participating Class Members, relating to the Action and the administration, consummation, enforcement and interpretation of the Settlement Agreement, this Final Approval Order, and for any other necessary purpose.

20. The final order shall constitute the final judgment.

IT IS SO ORDERED.

Dated: _____, 2026

_____
Honorable Jill Talley
Judge of the Superior Court