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

16 GERALD CARSON, on behalf of himself and
17 all others similarly situated,

18 Plaintiff,

19 v.

20 CONCORD FEED & FUEL, INC., a California
21 Corporation; and DOES 1-50, inclusive.

22 Defendants.

CASE NO.: 24CV021767

Assigned to the Hon. Jill H. Talley

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

HEARING INFO

Date: August 21, 2026

Time: 9:00 a.m.

Dept.: 8A

FILED
Superior Court of California
County of Sacramento
08/24/2026
T. Shaddix, Deputy

1 This matter having come for hearing on August 21, 2026, 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 Gerald Carson’s Motion for Order
12 Granting Final Approval of Class Action Settlement. A copy of the Settlement is attached to the
13 Declaration of Mehrdad Bokhour in Support of Plaintiff’s Motion for Final Approval of Class Action
14 and is made a 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 from October 28, 2020 through
20 December 31, 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 from October 28, 2023 through December 31, 2025.

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

28 6. The Court finds that an ascertainable Settlement Class exists and that, for settlement

1 purposes, a well-defined community of interest exists because: (a) common questions of law and fact
2 predominate over individual questions; (b) Plaintiff's claims are typical of the claims of the
3 Settlement Class; and (c) Plaintiff and Class Counsel have fairly and adequately represented and
4 protected the interests of the Settlement Class in negotiating, entering into, and implementing the
5 Settlement.

6 7. The Court is satisfied that CPT 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 Rules of Court, rule 3.766. The Class Notice informed prospective Class Members of the
9 Settlement terms, their rights under the Settlement and to receive their settlement share, their rights
10 to submit a request for exclusion, their rights to comment on or object to the Settlement, and their
11 rights 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 no Class Member submitted a request for exclusion.

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

21 9. The Court directs the Parties to effectuate the Settlement Agreement according to its
22 terms and declares the Settlement Agreement to be binding on all 372 Participating Class Members.

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

27 11. The Court also finds that the Settlement will now avoid additional and potentially
28 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the

1 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
2 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured
3 significant relief for Class Members.

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

6 13. The Court appoints Plaintiff Gerald Carson as Class Representative and finds him to
7 be adequate.

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

11 15. The terms of the Settlement Agreement, including the Gross Settlement Amount of
12 \$850,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
13 each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
14 Agreement, subject to this Order.

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

17 A. The Court awards \$9,250 to CPT Group, Inc., the Settlement Administrator,
18 and finds this amount to be fair and reasonable. The Court grants final
19 approval and orders the Settlement Administrator to pay this amount in
20 accordance with the Agreement.

21 B. The Court awards \$283,333.33 to Class Counsel as attorneys' fees and finds
22 this amount to be fair and reasonable in light of the benefit obtained for the
23 Class. The Court grants final approval of, awards, and orders that the Class
24 Counsel fees be paid in accordance with the Settlement Agreement.

25 C. The Court awards \$22,101.75 to the Bokhour Law Group, P.C. in litigation
26 costs, an amount which the Court finds to be reflective of the reasonable costs
27 incurred. The Court grants final approval of and orders the Class Counsel
28 litigation expenses payment in this amount to be made in accordance with the

Settlement Agreement.

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

E. The Court approves the \$10,000 allocation for PAGA penalties and orders that 65% (\$6,500) be paid to the LWDA and 35% (\$3,500) be distributed to the 237 PAGA Members as Individual PAGA Payments pursuant to the allocation formula in the Settlement Agreement.

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

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

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

20. All checks mailed to the Class Members must be cashed within one hundred eighty (180) days after mailing. If a Class Member fails to cash their check by the deadline, the Settlement Administrator shall send the uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

21. Within 10 days after entry of this Order and Final Judgment, the Settlement Administrator shall give notice of judgment to the Settlement Class pursuant to California Rules of Court, rule 3.771(b), by posting a copy of this Order and Final Judgment on the settlement website.

22. Upon the Settlement becoming effective and being fully funded in accordance with the Settlement Agreement, all 372 Participating Class Members shall be bound by the Settlement Agreement and shall be deemed to have released the Released Class Claims against the Released Parties for the Class Period, as those terms are defined in the Settlement Agreement. Regardless of

1 whether they submitted a Request for Exclusion from the class settlement, all 237 PAGA Members
2 shall be bound by the PAGA portion of the Settlement and shall be deemed to have released the
3 Released PAGA Claims against the Released Parties for the PAGA Period, as those terms are defined
4 in the Settlement Agreement. The foregoing releases shall become effective only upon satisfaction of
5 the conditions specified in the Settlement Agreement and shall extend no further than the claims, time
6 periods, and Released Parties identified therein.

7 23. A Settlement Compliance Hearing is set for May 21, 2027, at 10:30 a.m. in
8 Department 8A of this Court. At least 15 calendar days before the Settlement Compliance Hearing,
9 Class Counsel shall file a declaration from the Settlement Administrator regarding the status of the
10 settlement administration and distribution, including the amounts distributed to Participating Class
11 Members and PAGA Members, the number and value of checks cashed, the number and value of
12 checks remaining uncashed, the amount transmitted or to be transmitted to the California Controller's
13 Unclaimed Property Fund, and confirmation that all other payments required under the Settlement
14 Agreement have been made. If the Court is satisfied that the Settlement has been fully administered
15 and all settlement funds have been properly distributed, no appearance will be required at the
16 Settlement Compliance Hearing.

17 24. Within 10 days after entry of this Order and Final Judgment, Class Counsel shall
18 submit a copy of the entered Order and Final Judgment to the Labor and Workforce Development
19 Agency through the agency's online filing system in accordance with Labor Code section 2699,
20 subdivision (s)(3).

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

25 26. This Order and Final Judgment constitute the final disposition of the Action in its
26 entirety and are intended to be immediately appealable. This Final Judgment resolves the claims
27 released by the Settlement Agreement against Defendant and the Released Parties, subject to the
28 terms, conditions, and effective dates of the releases set forth in the Settlement Agreement and this

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Order.

JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: 08/24/2026



Jill Talley
HON. JILL H. TALLEY