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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

RABIH MUSTAPHA, as an individual and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

PALM SPRINGS MOTORS, INC., a California
Corporation; and DOES 1 through 100,

Defendants.

Case No. RIC2003035

*[Case assigned for all purposes to the Hon.
Angel M. Bermudez; Dept. S302]*

**~~[AMENDED PROPOSED]~~ ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGMENT**

Date: July 5, 2022
Time: 10:30 a.m.
Dept.: S302

Complaint Filed: August 4, 2020
Trial Date: None set.

1 This matter came on regularly for hearing before this Court on July 5, 2022 at 10:30 a.m.,
2 pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Stipulation of Settlement ("Settlement Agreement")¹ and the documents and evidence
5 presented in support thereof, and recognizing the sharply disputed factual and legal issues
6 involved in this case, the risks of further prosecution and the substantial benefits to be received
7 by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the
8 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-
9 length negotiations between the parties. Good cause appearing therefor, the Court hereby
10 GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and ORDERS as
11 follows:

12 1. Final judgment is hereby entered in conformity with the Settlement Agreement
13 and this Final Approval Order.

14 2. The conditional class certification contained in the Preliminary Approval Order is
15 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
16 Class consisting of:

17 All individuals employed by Defendant Palm Springs Motors, Inc. as commission paid
18 employees in California who worked at any time from May 27, 2019 through February 23, 2022
19 ("Class Period").

20 3. Plaintiff Rabih Mustapha is hereby confirmed as the Class Representative, and
21 Paul K. Haines, Sean M. Blakely, and Neil M. Larsen of Haines Law Group, APC are confirmed
22 as Class Counsel.

23 4. Notice was provided to the Settlement Class as set forth in the Settlement, which
24 was preliminarily approved by the Court on February 23, 2022, and the notice process has been
25

26 ¹ The Stipulation of Settlement ("Settlement Agreement") was filed on January 6, 2022 as
27 Exhibit A to the Declaration of Sean M. Blakely In Support of Plaintiff's Motion For
28 Preliminary Approval of Class Action Settlement. All terms used in this Order and Final
Judgment shall have the same meaning as that assigned to them in the Settlement.

1 completed in conformity with the Court's Orders. The Court finds that said notice was the best
2 notice practicable under the circumstances. The Class Notice provided due and adequate notice
3 of the proceedings and matters set forth therein, informed Class Members of their rights, and fully
4 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
5 Court 3.769, and due process.

6 5. The Court finds that no Class Member objected to the Settlement, no Class
7 Member has elected to opt-out of the Settlement, and that the 100% participation rate in the
8 Settlement supports final approval.

9 6. The Court hereby approves the Settlement as set forth in the Stipulation of
10 Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
11 Agreement according to its terms.

12 7. For purposes of settlement only, the Court finds that: (a) the members of the
13 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
14 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
15 community of interest among members of the Settlement Class with respect to the subject matter
16 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
17 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
18 interests of the Class Members; (e) a class action is superior to other available methods for an
19 efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel
20 for the Class Representative and the Settlement Class.

21 8. The Court finds that given the absence of objections to the Settlement, and
22 objections being a prerequisite to appeal, that this Order shall be considered final as of the date
23 of entry.

24 9. The Court orders that Defendant Palm Springs Motors, Inc. ("Defendant") shall
25 deposit the Gross Settlement Amount in the amount of \$225,000.00 with the Settlement
26 Administrator, Phoenix Settlement Administrators, within thirty (30) calendar days of the date of
27 this Order.

1 10. The Court orders that any Settlement Awards that remain uncashed after 180 days
2 after they are mailed shall be redistributed to those Class Members who have cashed their checks.

3 11. The Court finds that the Settlement Awards, as provided for in the Settlement, are
4 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual
5 Settlement Awards in conformity with the terms of the Settlement. The Court further orders that
6 any envelop transmitting a Settlement Award to a Class Member shall bear the notation, "YOUR
7 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The Court further orders that the
8 Settlement Administrator shall mail a reminder postcard to any Class Member whose Settlement
9 Award check has not been negotiated within sixty (60) days after the initial date of mailing. The
10 Court further orders that if any of the Class Members are Defendant's current employees and the
11 Settlement Award mailed to those current employees is returned to the Settlement Administrator
12 as being undeliverable, and the Settlement Administrator is unable to locate a valid mailing
13 address, the Settlement Administrator shall arrange with Defendant to have those Settlement
14 Awards delivered to the employees at their place of employment.

15 12. The Court finds that a Class Representative Enhancement Payment in the amount
16 of \$5,000.00 to Plaintiff is appropriate for the risks undertaken and his service to the Settlement
17 Class. The Court finds that the enhancement payment is fair, reasonable, and adequate, and orders
18 that the Settlement Administrator make this payment in conformity with the terms of the
19 Settlement.

20 13. The Court finds that the attorneys' fees in the amount of \$75,000.00 and actual
21 litigation costs of \$9,432.29 for Class Counsel, are fair, reasonable, and adequate, and orders the
22 Settlement Administrator to distribute these payments to Class Counsel in conformity with the
23 terms of the Settlement.

24 14. The Court finds that a payment to the Labor & Workforce Development Agency
25 ("LWDA") in the amount of \$18,750.00 for the LWDA's share of civil penalties under the Labor
26 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
27 Settlement Administrator make this payment in conformity with the terms of the Settlement.
28

1 15. The Court orders that the Settlement Administrator shall be paid \$5,000.00 from
2 the Gross Settlement Amount for all of its work done and to be done until the completion of this
3 matter, and finds that sum appropriate.

4 16. The Settlement is not an admission by Defendant, nor is this Order and Final
5 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
6 this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action
7 taken to carry out the Settlement, shall be construed or deemed an admission of liability,
8 culpability, or wrongdoing on the part of Defendant.

9 17. As of the date of this Order and Final Judgment, Plaintiff and every member of the
10 Settlement Class shall be deemed to fully release and discharge Defendant, and all of their past
11 and present officers, directors, employees, and agents, (collectively the “Released Parties”), from
12 all claims, causes of action, and legal theories alleged in the First Amended Class and
13 Representative Action Complaint (“FAC”), or those that could have been alleged based on the
14 facts alleged in the FAC, including: (1) failure to pay all minimum wages; (2) failure to pay all
15 overtime wages; (3) failure to provide all meal periods; (4) failure to separately pay for rest
16 periods; (5) failure to furnish accurate, itemized wage statements; (6) failure to reimburse
17 necessary business expenses; (7) failure to timely pay all wages owed upon separation of
18 employment; and (8) all claims for unfair business practices that were premised on the facts,
19 claims, causes of action or legal theories of relief pled in the operative FAC (collectively, the
20 “Released Claims”). The period of the Release shall extend to the limits of the time period from
21 May 27, 2019 through February 23, 2022 (“Class Period”).

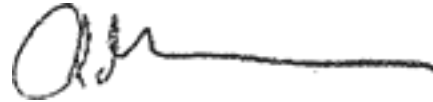
22 18. This document shall constitute a final judgment pursuant to California Rule of
23 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
24 approval hearing, the court must make and enter judgment. The judgment must include a
25 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
26 judgment. The court may not enter an order dismissing the action at the same time as, or after,
27 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, and this Final
28

1 Approval Order and Judgment. The Settlement Administrator shall give notice of this Judgment
2 by posting this Final Judgment on its website.

3 19. The Settlement Administrator shall file a final report regarding distribution and
4 uncashed checks by April 28, 2023. A Non-Appearence Case Review Re: Submission of the Final
5 Report Re Disbursement is scheduled for May 8, 2023 at 9:00 a.m.

6 **IT IS SO ORDERED.**

7 07/12/2022
8 Dated: _____, ~~2022~~



Honorable Angel M. Bermudez
Judge of the Superior Court