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MOHAMMAD ALQUDEIHI

[Additional counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MOHAMMAD ALQUDEIHI and FRANCISCO
URBANO RICO ABREGO, individually, and
on behalf of the State of California and other
aggrieved persons,

Plaintiffs,

v.

JIM FALK MOTORS OF BEVERLY HILLS,
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 24STCV10181

*[Assigned for all purposes to: Hon. Timothy
Patrick Dillon, Dept. 15]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION TO APPROVE
PAGA SETTLEMENT AND FINAL JUDGMENT**

APPROVAL HEARING:

Date: August 11, 2026

Time: 10:00 a.m.

Dept.: 15

Complaint filed: April 23, 2024

FAC filed: November 13, 2024

SAC filed: June 15, 2026

Trial date: Not set

THIS IS A FINAL JUDGMENT.

1 David Lavi (SBN 277604)

2 dlavi@ebralavi.com

3 Arash Ebrahimian (SBN 274961)

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5 **E&L, LLP**

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10 Attorneys for Plaintiff

11 FRANCISCO URBANO RICO ABREGO

~~PROPOSED~~ ORDER AND FINAL JUDGMENT

This matter came on for hearing on August 11, 2026 at 10:00 a.m. in Department 15 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012, the Honorable Timothy Patrick Dillon presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiffs' Notice of Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiffs' Motion is GRANTED.

The Court approves the Private Attorneys General Act ("PAGA") Settlement Agreement ("Settlement") entered into by Plaintiffs Mohammad Alqudeihi and Francisco Urbano Rico Abrego ("Plaintiffs") and Defendant Jim Falk Motors of Beverly Hills, Inc. ("Defendant," and together with Plaintiffs, the "Parties"), and hereby ORDERS as follows:

1. Defendant shall pay the Gross Settlement Amount of \$125,000.00 according to the terms of the Settlement.

2. The Net Settlement Amount means the Gross Settlement Amount minus the following: (a) \$41,666.66 allocated to Attorneys' Fees; (b) up to \$45,000.00 allocated to litigation costs; (c) \$4,250.00 allocated to Settlement Administrator Costs; and (d) \$5,000.00 allocated to each Plaintiff as a Service Award.

(a) The Court approves payment to counsel for Plaintiffs, Wilshire Law Firm, PLC and E&L, LLP, of Attorneys' Fees in the amount of \$41,666.66, to be paid from the Gross Settlement Amount.

(b) The Court approves payment to counsel for Plaintiffs, Wilshire Law Firm, PLC and E&L, LLP, of litigation costs in the amount of \$19,063.16, to be paid from the Gross Settlement Amount.

(c) The Court approves payment to the Settlement Administrator, Phoenix Settlement Administrators, for its reasonable costs and fees to administer the Settlement, not to exceed \$4,250.00, to be paid from the Gross Settlement Amount.

(d) The Court approves \$5,000.00 to be paid to each Plaintiff as a Service

1 Payment for efforts as named plaintiffs and representatives for other PAGA
2 Employees and the State of California, to be paid from the Gross Settlement
3 Amount.

4 3. Of the Net Settlement Amount, 75% is allocated to the California Labor &
5 Workforce Development Agency ("LWDA") and 25% is allocated to the aggrieved employees.

6 4. The "PAGA Period" is defined as the period from April 30, 2023 through September
7 11, 2025.

8 5. The "Aggrieved Employees" are defined as workers employed by Defendant in
9 California and classified as hourly-paid or non-exempt employees who worked for Defendant
10 during the PAGA Period. The Aggrieved Employees are bound by the release outlined in
11 Paragraph 5.2 of the Settlement Agreement. as amended by stipulation filed on 8.11.26.

12 6. "Effective Date" means the date the Court enters a Judgment on its Order Approving
13 the PAGA Settlement.

14 7. The Court directs Defendant to fully fund the Gross Settlement Amount by
15 transmitting the funds to the Settlement Administrator within 14 calendar days of the Effective
16 Date.

17 8. The Settlement Administrator will calculate each Individual PAGA Payment as
18 follows: (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by
19 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
20 PAGA Period; and (b) multiplying the result in Part A by each Aggrieved Employee's PAGA
21 Period Pay Periods.

22 9. The Court directs the Parties and the Settlement Administrator to carry out the terms
23 of the Settlement.

24 10. Under California Code of Civil Procedure section 664.6, the Court retains
25 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's
26 terms.

27 11. Plaintiffs' counsel shall submit a copy of this Order to the LWDA within seven (7)
28 days of the entry of the Order.

1 12. The above-referenced action and all claims asserted by Plaintiffs individually and
2 in a representative capacity are hereby dismissed with prejudice.

3 13. Plaintiffs shall give notice.

4
5 DATE: 08/17/2026



A handwritten signature in black ink, appearing to read "T. Dillon", is written over a horizontal line.

Honorable Timothy Patrick Dillon
Los Angeles County Superior Court Judge
Timothy Patrick Dillon / Judge

✓ 9 Release is defined by stipulation filed on 8.11.26. ✓

1 **PROOF OF SERVICE**

2 *Alqudeihi, et al. v. Jim Falk Motors of Beverly Hills, Inc., et al.*
3 24STCV10181

4 STATE OF CALIFORNIA)
5) ss
6 COUNTY OF LOS ANGELES)

7 I, Jonathan Austin, state that I am employed in the aforesaid County, State of California;
8 I am over the age of eighteen years and not a party to the within action; my business address is
9 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017; my electronic service
10 address is jonathan.austin@wilshirelawfirm.com.

11 On **July 8, 2026**, I served the foregoing **[PROPOSED] ORDER GRANTING**
12 **PLAINTIFFS' MOTION TO APPROVE PAGA SETTLEMENT**, on the interested parties by
13 placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of
14 service as follows:

15 Mark J. Jacobs (SBN 208945)
16 mjacobs@fisherphillips.com
17 Ryan D. Wheeler (SBN 268353)
18 rwheeler@fisherphillips.com
19 **FISHER & PHILLIPS LLP**
20 2050 Main Street, Suite 1000
21 Irvine, California 92614
22 Telephone: (949) 851-2424
23 Facsimile: (949) 851-0152

24 Attorneys for Defendant

25 (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
26 to accept electronic service, I caused the documents to be sent to the persons at the
27 electronic service addresses listed above via third-party cloud service
28 **CASEANYWHERE.**

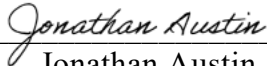
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Attorneys for Plaintiff
FRANCISCO URBANO RICO ABREGO

1 (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
2 California, by e-mail delivery on the parties listed herein at their most recent known
email address of e-mail of record in this action.

3 I declare under the penalty of perjury under the laws of the State of California, that the
4 foregoing is true and correct.

5 Executed on **July 8, 2026**, at Los Angeles, California.

6
7 
8 _____
Jonathan Austin