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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

PASSION MORRIS, an individual, on behalf
of herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

HABERFELDE FORD, a California
corporation; JIM BURKE FORD LINCOLN,
an unknown business entity; and DOES 1
through 100, Inclusive,

Defendants.

Case No. BCV-23-100471

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: January 17, 2025
Time: 8:30 a.m.

Judge: Hon. Thomas S. Clark
Dept.: 17

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Attorney' Fees,
3 Attorneys' Expenses, and Service Award duly came on for hearing on January 17, 2025, before the
4 above-entitled Court. Zakay Law Group, APLC, the JCL Law Firm, APC, and Lawyers for Justice,
5 P.C. appeared on behalf of Plaintiff Passion Morris ("Plaintiff"). Lebeau Thelen, LLP appeared on
6 behalf of Defendants HABERFELDE FORD and JIM BURKE FORD LINCOLN (hereinafter
7 "Defendants").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Kern ("Court"), Case No. BCV-23-100471,
16 entitled *Passion Morris v. Haberfelde Ford, et al.*, and over all Parties to this litigation, including
17 the Class.

18 **Preliminary Approval of the Settlement**

19 3. On August 13, 2024, the Court granted preliminary approval of a class-wide
20 settlement. At this same time the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Class Notice was
25 mailed by first class mail to the Class Members at their last known addresses on September 9, 2024.
26 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
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1 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was October 24, 2024.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. Two Class Members, Member
6 Ezequiel Ramirez and Ernie Alvarez, attempted to opt out of the settlement.

7 **Fairness Of The Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$1,500,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

11 a. The settlement was reached through arms-length bargaining between
12 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
13 settlement.

14 b. The Parties' investigation and discovery have been sufficient to allow
15 the Court and counsel to act intelligently.

16 c. Counsel for all parties are experienced in similar employment class
17 action litigation and have previously settled similar class claims on behalf of employees claiming
18 compensation. All counsel recommended approval of the Settlement.

19 d. No objections were received. Two attempts were made by Class
20 Members Ezequiel Ramirez and Ernie Alvarez to opt out of the Settlement.

21 e. The participation rate is high. ____% of Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Class Members under the terms of the
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
25 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
26 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
27 litigation and the delays which would ensue from continued prosecution of the Action.

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1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **PAGA Penalties**

4 9. The Agreement provides for a payment of PAGA Penalties in the amount of
5 \$50,000.00. The Court has reviewed the PAGA Penalties and finds and determines that the PAGA
6 Penalties and the allocation of \$37,500.00 to LWDA and \$12,500.00 to the Aggrieved Employees
7 is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.*
8 (2021) 72 Cal.App.5th 56.

9 **Attorneys' Fees and Attorneys' Expenses**

10 10. The Agreement provides for a payment for Attorneys' Fees and Attorneys'
11 Expenses in the amount of up to Five Hundred Fifty Thousand Dollars and Zero Cents
12 (\$550,000.00). Subject to Court approval, the payment for Attorneys' Fees and Attorneys' Expenses
13 consists of attorneys' fees equal to thirty-five percent (35%) of the Gross Settlement Amount, or
14 Five Hundred Twenty-Five Thousand Dollars and Zero Cents (\$525,000.00) and reimbursement of
15 litigation expenses in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

16 11. A payment for Attorneys' Fees and Attorneys' Expenses of Five Hundred
17 Fifty Thousand Dollars and Zero Cents (\$550,000.00) comprised of Attorneys' Fees in the amount
18 of Five Hundred Twenty-Five Thousand Dollars and Zero Cents (\$525,000.00) and reimbursement
19 of litigation expenses in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)
20 is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
21 Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents
22 35% of the common fund, which is reasonable, and is supported by Class Counsel's lodestar.

23 **Enhancement Award**

24 12. The Agreement provides for an Enhancement Award of up to Ten Thousand
25 Dollars and Zero Cents (\$10,000.00) for Plaintiff, Passion Morris, subject to the Court's approval.
26 The Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) is reasonable
27 in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

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1 **Administration Costs**

2 13. The Agreement provides for Administration Costs to be paid in an amount
3 not to exceed \$10,000.00. The Declaration of the Settlement Administrator provides that the actual
4 Administration Costs were \$10,000.00. The amount of this payment is reasonable in light of the
5 work performed by the Settlement Administrator.

6 **II.**

7 **ORDERS**

8 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

9 1. The Class is certified for the purposes of settlement only. The Settlement
10 Class is hereby defined to include:

11 “All non-exempt employees who are or previously were employed by Defendants,
12 who performed work in California during the period of February 14, 2019 through
13 June 13, 2024 (the "Class Period").

14 2. There are 642 members of the Settlement Class. Every person in the Class
15 who did not opt out is a Settlement Class Member. After providing Notice to the Class, there are
16 ____ valid opt-outs to the Settlement.

17 a. The attempt by Class Member Ezequiel Ramirez to opt out of the
18 Settlement is deemed **valid/invalid**.

19 b. The attempt by Class Member Ernie Alvarez to opt out of the
20 Settlement is deemed **valid/invalid**.

21 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
22 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
23 this Order and the terms of the Agreement.

24 4. Defendants shall fund the Gross Settlement Amount on the Funding Date. In
25 exchange the Class Members shall release the “Released Parties” from the “Released Class Claims”
26 and the “Aggrieved Employees” shall release the “Released Parties” from the “Released PAGA
27 Claims.”

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1 a. The “Released Parties” means Defendants Haberfelde Ford and Jim
2 Burke Ford Lincoln.

3 b. The “Released Class Claims” are defined as all class claims alleged
4 in the operative complaint, or which could have been alleged in the operative complaint based on
5 the facts alleged, which occurred during the Class Period, and expressly excluding all other claims,
6 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
7 social security, workers' compensation, and class claims outside of the Class Period.

8 c. The “Aggrieved Employees” are defined as all non-exempt
9 employees who are or previously were employed by Defendants, who performed work in California
10 during the period of February 12, 2023 through June 13, 2024 (the "PAGA Period").

11 d. The “Released PAGA Claims” are defined as all PAGA claims
12 alleged in the operative complaint in the Action and Plaintiffs PAGA notice to the LWDA which
13 occurred during the PAGA Period, and expressly excluding all other claims, including claims for
14 vested benefits, wrongful termination, unemployment insurance, disability, social security workers'
15 compensation, and PAGA claims outside of the PAGA Period.

16 5. Class Counsel are awarded a payment for Attorneys’ Fees and Attorneys’
17 Expenses in the amount of \$550,000.00 comprised of Attorneys’ Fees in the amount of Five
18 Hundred Twenty-Five Thousand Dollars and Zero Cents (\$525,000.00) and reimbursement of
19 litigation expenses in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).
20 Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants,
21 Plaintiff, or members of the Class.

22 6. The payment of the Enhancement Award to the Plaintiff in the amount of
23 \$10,000.00 is approved.

24 7. The payment of \$10,000.00 to the Settlement Administrator for the
25 Administration Costs is approved.

26 8. The PAGA Penalties of \$50,000.00 is hereby approved as fair, reasonable,
27 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
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1 finds that Plaintiff and Class Counsel negotiated the PAGA Penalties at arms-length, absent of any
2 fraud or collusion.

3 9. Final Judgment is hereby entered in this action. The Final Judgment shall
4 bind each Settlement Class Member.

5 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
6 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
7 ("PAGA").

8 11. The Court further finds and determines that Class Counsel satisfied California
9 Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of claims arising
10 under the Private Attorney General Act ("PAGA") on August 13, 2024 and again on December 20,
11 2024.

12 12. The Court orders Class Counsel to comply with California Labor Code §
13 2699(s)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
14 entry of this Order.

15 13. The Agreement is not an admission by Defendants, nor is this Final Approval
16 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
17 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
18 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
19 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
20 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
21 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
22 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
23 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
24 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
25 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
26 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
27 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
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1 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
2 or issue preclusion or similar defense as to the claims being released by the Settlement.

3 Notice of entry of this Final Approval Order and Judgment shall be given to Class Counsel on behalf
4 of Plaintiff and all Class Members. It shall not be necessary to send notice of entry of this Final
5 Approval Order and Judgment to individual Class Members and the Final Approval Order and
6 Judgment shall be posted on Settlement Administrator's website as indicated in the Class Notice.

7 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
8 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
9 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
10 connection with the distribution of settlement benefits.

11 15. If the Settlement does not become final and effective in accordance with the
12 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
13 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
14 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

15 **IT IS SO ORDERED.**

16 DATED: _____, 2025

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20 Hon. Thomas S. Clark
21 JUDGE OF THE SUPERIOR COURT
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