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Attorneys for Plaintiff

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] JUDGMENT

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
4 the above-entitled Court. The parties having settled this action and the Court having entered an
5 Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Class is confirmed for the purposes of settlement. The
9 Class is defined as "All non-exempt employees who are or previously were employed by
10 Defendants, who performed work in California during the period of February 14, 2019 through
11 June 13, 2024 ("Class Period"), [excluding _____].

12 2. All persons who meet the foregoing definition are Settlement Class Members,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final
15 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
16 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
17 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
18 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of
22 settlement benefits.

23 5. As of the date the Defendants funds the Gross Settlement Amount, Plaintiff and
24 each Class Member who has not validly opted out has released the "Released Parties" from the
25 "Released Class Claims" as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

27 (a) The "Released Class Claims" are defined as all class claims alleged in the
28 operative complaint, or which could have been alleged in the operative complaint based on the

1 facts alleged, which occurred during the Class Period, and expressly excluding all other claims,
2 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
3 social security, workers' compensation, and class claims outside of the Class Period.

4 (b) The "Released Parties" are defined as Defendants Haberfelde Ford and Jim
5 Burke Ford Lincoln.

6 7. As of the date Defendants fund the Gross Settlement Amount, Plaintiff, the Labor
7 and Workforce Development Agency ("LWDA"), the State of California, and each "Aggrieved
8 Employee" have released the Released Parties from the "Released PAGA Claims" for the "PAGA
9 Period" as set forth in the Agreement.

10 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

11 (a) The "Aggrieved Employees" are defined as all non-exempt employees who
12 are or previously were employed by Defendants, who performed work in California during the
13 PAGA Period.

14 (b) The "PAGA Period" is defined as the period from February 12, 2023,
15 through June 13, 2024.

16 (c) The "Released PAGA Claims" are defined as all PAGA claims alleged in
17 the operative complaint in the Action and Plaintiffs PAGA notice to the LWDA which occurred
18 during the PAGA Period, and expressly excluding all other claims, including claims for vested
19 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
20 compensation, and PAGA claims outside of the PAGA Period.

21 9. This Court hereby grants final approval and awards the following: (i) Five Hundred
22 Fifty Thousand Dollars and Zero Cents (\$550,000.00) for Attorneys' Fees and Attorneys'
23 Expenses comprised of thirty-five percent of the Gross Settlement Amount, or Five Hundred
24 Twenty-Five Thousand Dollars and Zero Cents (\$525,000.00) ("Attorneys' Fees") and litigation
25 expenses in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)
26 ("Attorneys' Expenses"); (ii) the Service Award to Class Representative, Passion Morris, in the
27 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) in exchange for a general release;
28 (iii) Administration Costs of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Apex Class

1 Action, LLC; (iv) Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00)
2 (75% of the PAGA Penalties) to the Labor and Workforce Development Agency (“LWDA
3 Payment”); and Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00) (25% of
4 the PAGA Penalties) allocated to the Aggrieved Employee Payments.

5 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
6 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
7 California Labor Code section 2699(l)(3).

8 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
9 **ORDERED.**

10 DATED: _____, 2025
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13 _____
14 Hon. Thomas S. Clark
15 JUDGE OF THE SUPERIOR COURT
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