

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)
4 Kyle R. Nordrehaug (State Bar #205975)
5 Aparajit Bhowmik (State Bar #248066)
6 2255 Calle Clara
7 La Jolla, CA 92037
8 Telephone: (858)551-1223
9 Facsimile: (858) 551-1232
10 Website: www.bamlawca.com

11 Attorneys for Plaintiffs

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Superior Court of California
County of Alameda
06/03/2026
Clad Flake, Executive Officer/Clerk of the Court
By: *P. Drummer-Williams* Deputy
P. Drummer-Williams

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ALAMEDA

14 ODDAE ALGHAZALI and WALLEED
15 ALGHAZALI, individually, on behalf of
16 themselves and on behalf of all persons
similarly situated,

17 Plaintiff,

18 vs.

19 FORMEL D USA, INC., a Corporation;
20 and DOES 1 through 50, inclusive,

21 Defendants.

CASE NO.: 23CV059739

**[REVISED PROPOSED] FINAL
APPROVAL ORDER AND JUDGMENT**

Hearing Date: April 29, 2026_
Hearing Time: 1:30 p.m.

Judge: Hon. Patrick McKinney
Dept: 18

Date Filed: November 21, 2023
Trial Date: Not set

1 The unopposed motion of Plaintiffs Oddae Alghazali and Walleed Alghazali (“Plaintiffs”)
2 for an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”)
3 with Defendant Formel D USA, Inc. (“Defendant”), attorneys’ fees and costs, service payments,
4 and the expenses of the Administrator duly came on for hearing on April 29, 2026 before the
5 Honorable Patrick McKinney.

6 I.
7 FINDINGS

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Alameda, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Fifty
16 Thousand Dollars (\$750,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 Preliminary Approval of the Settlement

24 5. On January 5, 2026, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about January 26, 2026. The mailing of the Class Notice to their last-known addresses was the
5 best notice practicable under the circumstances and was reasonably calculated to communicate
6 actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to
7 the Class Members fully and accurately informed the Class Members of all material elements of
8 the proposed Settlement and of their opportunity to object to or comment thereon or to seek
9 exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and
10 complied fully with the laws of the State of California, the United States Constitution, due process
11 and other applicable law. The Class Notice fairly and adequately described the Settlement and
12 provided Class Members adequate instructions and a variety of means to obtain additional
13 information.

14 7. The Response Deadline for opting out or submitting written objections to the
15 Settlement was March 27, 2026, which for re-mailings was extended by fourteen (14) days. There
16 was an adequate interval between notice and the deadline to permit Class Members to choose what
17 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
18 Members to participate in this hearing, and all Class Members and other persons wishing to be
19 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
20 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
21 Court determines that all Class Members who did not timely and properly submit a request for
22 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

23 **Fairness of the Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 Parties during an all-day mediation before Louis Marlin, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the Parties in reaching the
2 Settlement.

3 b. Plaintiffs and Class Counsel’s investigation and discovery have been
4 sufficient to allow the Court and counsel to act intelligently.

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Class Counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. No requests for exclusion were received.

9 e. The participation rate was high. 309 Participating Class Members will be
10 mailed a settlement payment, representing 100% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members’ claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

19 11. An award of \$225,000 for attorneys’ fees, representing 30% of the Gross
20 Settlement Amount, and \$20,582.79 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel’s
23 lodestar and billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for Class Representative Service Payments of not more
26 than \$15,000 each to the Plaintiffs, subject to the Court’s approval. The Court finds that Class
27 Representative Service Payments in the reduced amount of \$7,500 each to the Plaintiffs are
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1 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
2 their time and effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$13,695 in fees and expenses, and this amount is reasonable in
9 light of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$5,000 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
17 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" are all individuals who were employed by Defendant in the
19 State of California and classified as non-exempt employees at any time during the PAGA Period
20 (September 7, 2022 through April 27, 2025). Pursuant to Labor Code section 2699, the LWDA
21 was provided notice of the Agreement and these settlement terms and has not indicated any
22 objection thereto. The Court finds the PAGA Penalties to be reasonable.

23 **II.**

24 **ORDERS**

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

26 15. The Class is certified for the purposes of settlement only. The Class is defined as
27 follows:

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1 All individuals who were employed by Defendant in the State of California and
2 classified as non-exempt employees at any time during the Class Period (November
21, 2019 through April 27, 2025).

3 16. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
5 no individuals who requested exclusion.

6 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class. Defendant shall fund the Gross Settlement Amount and also fund the
8 amounts necessary to fully pay Defendant’s share of the payroll taxes in two (2) equal payments.
9 The first payment of 50% of the Gross Settlement Amount and Defendant’s share of the payroll
10 taxes applicable to that payment shall be transmitted to the Administrator no later than upon the
11 latter of the date the Judgment is entered or April 10, 2026. The second payment of 50% of the
12 Gross Settlement Amount and Defendant’s share of the payroll taxes applicable to that payment
13 shall be transmitted to the Administrator no later than January 26, 2027.

14 18. Class Counsel are awarded attorneys’ fees in the amount of \$225,000 and costs in
15 the amount of \$20,582.79. Class Counsel shall not seek or obtain any other compensation or
16 reimbursement from Defendant, Plaintiffs or members of the Class. The Court orders that 10% of
17 any fee award to be kept in the Administrator’s trust fund until the completion of the distribution
18 process and Court approval of a final accounting

19 19. The payment of Class Representative Service Payments in the amount of \$7,500 to
20 each of the Plaintiffs is approved.

21 20. The payment of \$13,695 to the Administrator for its fees and expenses is approved.

22 21. The PAGA Penalties amount of \$20,000 is approved and is to be distributed in
23 accordance with the Agreement. Pursuant to Labor Code section 2699, Class Counsel shall
24 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
25 entry.

26 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
27 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
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1 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
2 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
3 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
4 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
5 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
6 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
7 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
8 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
9 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
10 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
11 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
12 Claims and/or Released PAGA Claims.

13 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
14 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
15 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
16 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
17 to individual Class Members.

18 25. If the Agreement does not become final and effective in accordance with the terms
19 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
20 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
21 revert to their respective positions as of before entering into the Agreement, and expressly reserve
22 their respective rights regarding the prosecution and defense of this Action, including all available
23 defenses and affirmative defenses, and arguments that any claim in the Action could not be
24 certified as a class action and/or managed as a representative action.

25 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

26 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
27 Plaintiffs, and all members of the Class, shall take nothing in the Action.

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1 27. All Parties shall bear their own attorneys’ fees and costs, except as otherwise
2 provided in the Agreement and in this Final Approval Order and Judgment.

3 28. Effective on the date when Defendant fully funds the entire Gross Settlement
4 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims
6 against all Released Parties as follows:

7 (a) All Participating Class Members, on behalf of themselves and their
8 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
9 and assigns, release Released Parties from the Released Class Claims. The “Released Class
10 Claims” are all claims, rights, demands, damages, liabilities, and causes of action, in law or in
11 equity, arising at any time during the Class Period, for the claims alleged in the Operative
12 Complaint against Defendant and the Released Parties, including (1) failure to pay minimum
13 wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide
14 rest periods, (5) failure to furnish accurate wage statements, (6) waiting time penalties, (7) failure
15 to timely pay wages, (8) failure to indemnify business expenses, (9) violation of Labor Code §
16 227.3, and (10) unfair competition in violation of the Cal. Bus. & Prof. Code, and all claims for
17 civil penalties violations alleged in the Operative Complaint. Except as expressly set forth in the
18 Agreement, Participating Class Members do not release any other claims, including claims for
19 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
20 unemployment insurance, disability, social security, workers’ compensation, or claims based on
21 facts occurring outside the Class Period.

22 (b) The LWDA is deemed to release, on behalf of itself and its respective
23 former and present representatives, agents, attorneys, heirs, administrators, successors, and
24 assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims”
25 are all claims for civil penalties under the PAGA that were alleged in the Operative Complaint or
26 reasonably could have been alleged based on facts stated in the PAGA Notice to the LWDA,
27 during the PAGA Period, including the following: (1) failure to provide accurate itemized wage
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1 statements, (2) failure to properly record and provide meal periods, (3) failure to properly record
2 and provide rest periods, (4) failure to pay minimum wages, (5) failure to pay overtime wages and
3 sick pay wages, (6) failure to reimburse employees for business expenses, (7) failure to timely pay
4 wages, and (8) failure to provide suitable seating, and all claims for civil penalties violations
5 alleged in the Operative Complaint. The Released PAGA Claims do not include other PAGA
6 claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
7 unemployment insurance, disability and worker's compensation, and claims outside of the PAGA
8 Period.

9 (c) Plaintiffs and their respective former and present spouses, representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
11 Released Parties from the Plaintiffs' Release, as fully set forth in the Agreement.

12 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
13 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
14 Administrator shall transmit the funds represented by such checks to the Cy-Pres Recipient,
15 consistent with the requirements of California Code of Civil Procedure Section 384, subd. (b).
16 The Parties have proposed Equal Justice Society as the Cy Pres Recipient, and the Court approves
17 Equal Justice Society to be Cy Pres Recipient.

18 30. The Court hereby enters judgment in the entire Action as of the filing date of this
19 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
20 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
21 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
22 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

23 31. Ten percent of the attorney's fee award must be kept in the administrator's trust
24 fund until the completion of the distribution process and court approval of a final accounting.
25 Unclaimed funds should not be distributed to the designated recipient until the court approves the
26 accounting. Plaintiff must file a final report and declaration regarding distribution at least 5 court
27 days before the compliance hearing. Appearances may not be required if the report and declaration
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1 establish that the distributions are complete. The final compliance hearing regarding distribution
2 and accounting is set for September 8, 2027, at 1:30 p.m. in Department 18.

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

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6 Dated: ~~RE ^ A FGG~~ _____

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8 _____
9 HON. PATRICK MCKINNEY
10 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

11 **Patrick McKinney / Judge**

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