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FILED
Superior Court of California
County of Los Angeles
08/16/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Lim Deputy

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

TERESA MARTINEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DOORKING INC., a California corporation;
and DOES 1 through 100,

Defendants.

Case No.: 20STCV48063

*[Assigned for all purposes to the Hon.
William F. Highberger, Dept. SSC-10]*

**~~[PROPOSED]~~ JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF
SETTLEMENT OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS' GENERAL ACT,
REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT
PAYMENT**

Date: August 16, 2022
Time: 1:30 p.m.
Dept.: SSC – 10

Complaint Filed: December 16, 2020
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on August 16, 2022, 2022 at
2 1:30 p.m.. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents
3 and evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court
9 hereby GRANTS Plaintiff Teresa Martinez's ("Plaintiff") Motion for Approval of Claims under
10 the Private Attorneys General Act ("Motion"), and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as:

12 All current and former non-exempt employees who worked for
13 DoorKing, Inc. ("DoorKing") in California at any time during the
PAGA Period.

14 2. The "PAGA Period" means December 16, 2019 through February 18, 2022.

15 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
16 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
17 terms.

18 4. The Court orders that DoorKing shall pay the Gross Settlement Amount of
19 \$180,000.00 to the Settlement Administrator within fifteen (15) days of this Order, pursuant to
20 the terms of this Settlement.

21 5. The Court hereby approves, as to form and content, the Explanatory Letter
22 submitted by the parties and included as Exhibit A to the Settlement.

23 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
24 Administrator.

25 7. Within five (5) business days of this Order, DoorKing shall provide the Settlement
26 Administrator with a list containing the Aggrieved Employees' full names, last known mailing

27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Paul K. Haines
submitted concurrently with the Motion.

addresses, last known telephone numbers, number of pay periods worked during the PAGA Period, and Social Security numbers to the extent available from DoorKing's records, pursuant to the terms of the Settlement.

8. The Settlement Administrator is directed to mail the Individual PAGA Payments and the Explanatory Letter to the Aggrieved Employees within twenty-one (21) days of receipt of the Gross Settlement Amount being fully funded, pursuant to the terms of the Settlement.

9. The Court finds that attorneys' fees in the amount of one-third of the Gross Settlement Amount (currently estimated to be \$60,000.00) for Plaintiff's Counsel, and reimbursement of litigation costs of up to \$10,456.77 to Plaintiff's Counsel, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's Counsel as provided for in the Settlement Agreement.

10. The Court orders that the Settlement Administrator shall be paid up to \$3,750.00 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

11. The Court finds that the requested Enhancement Payment of \$5,000.00 to Plaintiff is fair, adequate, and reasonable in recognition of the unique contributions she has made and the risks she undertook, on behalf of the Aggrieved Employees and the State of California, and orders that the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement.

12. The Court finds that the amount of \$75,594.92, representing 75% of the \$100,793.23 allocated as PAGA civil penalties under the Settlement, to be paid to the California Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement.

12. The Court approves the scope of the release as set forth in the Settlement. Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and all Aggrieved Employees will release the PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the settlement and

1 judgment entered thereon and the Settlement being fully funded, Plaintiff and all Aggrieved
2 Employees will be forever barred from pursuing any and all of the PAGA Released Claims that
3 arose during the PAGA Period against the Released Parties. The terms of the Settlement
4 Agreement, and this Judgment and Order, shall be binding on Plaintiff, the State of California,
5 and the Aggrieved Employees, as well as their heirs, executors and administrators, successors and
6 assigns, and those terms shall have res judicata, collateral estoppel and other preclusive effect in
7 all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any
8 such persons or entities, to the extent those claims, lawsuits or other proceedings constitute PAGA
9 Released Claims as set forth in the Settlement Agreement.

10 13. Upon entry of this Order, the Court hereby enters judgment, for the reasons
11 described above and in accordance with the terms of the Settlement Agreement. Except as
12 otherwise provided in this Order and the Settlement Agreement, all parties shall bear their own
13 attorneys' fees, costs, and expenses incurred by them in or arising out of the lawsuit and shall not
14 seek reimbursement thereof from the Released Parties. Upon entry of this Judgment and Order,
15 the Court permanently enjoins and forever bars the Plaintiff or the Aggrieved Employees from
16 instituting or prosecuting any of the PAGA Released Claims against the Released Parties which
17 were resolved as part of the Settlement. Without affecting the finality of this Judgment and Order
18 in any way, the Court retains jurisdiction to enforce the terms of the Settlement.

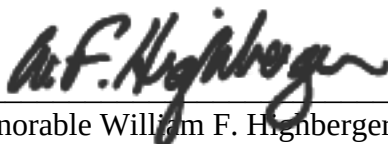
19 14. Neither this Order nor the Settlement Agreement (or any other document referred
20 to herein, or any action taken to carry out this Order) is, may be construed as, or may be used as,
21 an admission of liability or fault by DoorKing or the Released Parties, or a finding as to the
22 validity of any claims in the Action or of any wrongdoing or violation of law that is otherwise
23 alleged, or could have been alleged, against DoorKing or the Released Parties. The Settlement
24 Agreement is not a concession by the Parties and, to the extent permitted by law, neither the
25 Settlement Agreement nor this Judgment and Order, nor any of their terms or provisions, nor any
26 of the negotiations or proceedings connected with them, shall be offered as evidence or received
27 in evidence in any pending or future civil, criminal, or administrative action or proceeding to
28 establish any liability of, or admission by the Released Parties. Notwithstanding the foregoing,

nothing in this Judgment and Order shall be interpreted as prohibiting the use of this Judgment and Order in a proceeding to consummate or enforce the Settlement Agreement, or the use of this Order and Judgment to defend against the assertion of claims in any other proceeding, or as otherwise required by law. This Judgment and Order and the Settlement Agreement may be filed in any action by DoorKing or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

15. Plaintiff shall file a declaration confirming the final distribution of funds on or before 04/03/23, ~~2023~~. Case set for NACR to confirm filing of same on 04/10/23 at 9am

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 08/16/2022

By: 
Honorable William F. Highberger
Judge of the Superior Court