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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

FEB 05 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MICHAEL CARTER, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

DEKRA-LITE INDUSTRIES,
INCORPORATED; a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 30-2022-01276546-CU-OE-CXC

Assigned for All Purposes to:
Honorable David A. Hoffer
Department CX-103

CLASS ACTION

**[PROPOSED] AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

RELATED TO ROA NUMBER: 119

Hearing Date: January 26, 2026
Hearing Time: 1:30 p.m.
Hearing Place: Department CX-103

Complaint Filed: August 22, 2022
FAC Filed: January 24, 2025
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Michael Carter's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, and considering papers submitted in
3 support, including the Joint Stipulation of Class Action and PAGA Settlement and Amendment
4 to the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement,"
5 "Settlement," or "Agreement"), **FINDS AND ORDERS:**

6 On January 29, 2025 and July 18, 2025, Plaintiff and Defendant Dekra-Lite Industries,
7 Incorporated ("Defendant") entered the Settlement Agreement.

8 On September 10, 2025, the Court entered an order preliminarily approving the
9 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
10 Procedure section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members,
11 providing the Class Members with an opportunity to object to the Settlement or exclude
12 themselves from the Class, and scheduling a Final Approval Hearing.

13 On January 26, 2026, the Court held a Final Approval Hearing.

14 1. Incorporation of Other Documents. This Amended Order of Final
15 Approval and Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless
16 otherwise provided herein, all capitalized terms in this Order and Judgment shall have the same
17 meaning as set forth in the Settlement Agreement.

18 2. Jurisdiction. Because adequate notice has been disseminated, and all the
19 Class Members have been given the opportunity to request exclusion from the Class, the Court
20 has personal jurisdiction over the claims of all the Class Members. The Court has subject matter
21 jurisdiction over this matter, including jurisdiction to approve the Settlement Agreement and
22 grant final certification of the Class.

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1 3. Final Class Certification. The Court finds that the Class satisfies all
2 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
3 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
4 paid or non-exempt employees employed by Defendant or employed by the Staffing Agencies
5 and assigned to work for Defendant within the State of California at any time between February
6 24, 2018, through October 25, 2024 ("Class," "Class Members," and "Class Period"). There are
7 four hundred thirteen (413) Class Members who did not submit valid and timely requests to
8 exclude themselves from the Settlement ("Participating Class Members").¹

9 a. The Eligible Aggrieved Employees are defined as the allegedly aggrieved
10 employees eligible to recover settlement funds from the PAGA Payment
11 that consist of all current and former hourly-paid or non-exempt
12 employees employed by Defendant or employed by the Staffing Agencies
13 and assigned to work for Defendant within the State of California at any
14 time between May 29, 2023, through October 25, 2024 ("Eligible
15 Aggrieved Employee" and "PAGA Period").

16 4. Adequacy of Representation. Class Counsel fully and adequately
17 represented the Class in entering and implementing the Settlement Agreement and satisfied the
18 requirements of Code of Civil Procedure section 382.

19 5. Notice Packet. The Court finds that the Notice of Class Action and PAGA
20 Settlement and Request for Exclusion Form (collectively, known as the "Notice Packet") and its
21 distribution to the Class Members have been implemented pursuant to the Settlement Agreement
22 and Preliminary Approval Order. The Court finds that the Notice Packet:

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¹ The Settlement Administrator mailed Notice Packets to four hundred fourteen (414)
28 Class Members and received one (1) request for exclusion. As a result, there are four hundred
thirteen (413) Participating Class Members.

- 1 a. Constitutes notice reasonably calculated to apprise the Class Members of:
2 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
3 Settlement Agreement and their rights; (iii) their right to object to any
4 aspect of the Settlement Agreement; (iv) their right to exclude themselves
5 from the Settlement Agreement; (v) their right to receive settlement
6 payments; (vi) their right to appear at the Final Approval Hearing; and
7 (vii) the binding effect of the orders and judgment in this lawsuit on all the
8 Participating Class Members;
- 9 b. Constitutes notice that fully satisfied the requirements of Code of Civil
10 Procedure section 382, Rule of Court 3.769, and due process;
- 11 c. Constitutes the best practicable notice to the Class Members under the
12 circumstances of this lawsuit; and
- 13 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

14 6. Enforcement of the Settlement. Nothing in this Order and Judgment shall
15 preclude any action to enforce the terms and provisions of the Settlement.

16 7. Binding Effect. The terms and provisions of the Settlement Agreement
17 and this Order and Judgment are binding on Plaintiff, Participating Class Members, and Eligible
18 Aggrieved Employees.

19 8. Final Settlement Approval. The terms and provisions of the Settlement
20 Agreement have been entered into in good faith, resulting from arm's-length negotiations by
21 experienced counsel who have carried out and meaningfully investigated the disputed claims.
22 The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
23 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
24 Settlement Agreement according to its terms and provisions.

25 9. Release of Claims by Participating Class Members. As of the Effective
26 Date and upon the fulfillment of Defendant's payment obligations, all the Participating Class
27 Members will be bound by a release of all claims and causes of action falling under the Released
28 Claims occurring during the Class Period.

1 a. Release of PAGA Claims by Eligible Aggrieved Employees. As of the
2 Effective Date and upon the fulfillment of Defendant's payment
3 obligations, Plaintiff, on behalf of the California Labor and Workforce
4 Development Agency ("LWDA"), and Eligible Aggrieved Employees will
5 be bound by a release of all claims and causes of action falling under the
6 PAGA Released Claims occurring during the PAGA Period. The PAGA
7 Released Claims is effective regardless of whether the Eligible Aggrieved
8 Employee submits a valid and timely Exclusion Form.

9 b. Plaintiff's General Release of Claims. As of the Effective Date and upon
10 the fulfillment of Defendant's payment obligations set forth herein, and in
11 exchange for the Class Representative Enhancement Payment to Plaintiff
12 in recognition of the work and efforts in obtaining the benefits for the
13 Class and undertaking the risk of paying litigation costs if this matter had
14 not successfully resolved, Plaintiff provides a general release of all claims
15 for herself and any spouse, heirs, successors, and assigns. As of the
16 Effective Date, Plaintiff shall also be deemed to have knowingly expressly
17 waived and relinquished, to the fullest extent permitted by law, the
18 provisions, rights and benefits of Civil Code section 1542, or any other
19 similar provision under federal or state law.

20 c. Released Parties. The Released Parties include Defendant and its parents,
21 shareholders, members, predecessors, successors, all affiliates,
22 subsidiaries, officers, directors, members, agents (including any
23 investment bankers, accountants, insurers, reinsurers, attorneys and any
24 past, present, or future officers, directors, and employees), employees,
25 stockholders, and staffing agencies, including Global Premier Staffing,
26 LLC and Premier HR, Inc. (collectively, the "Staffing Agencies").

27 10. Gross Settlement Amount. The Court approves the payment of the Gross
28 Settlement Amount of \$485,000 to be paid by Defendant.

1 11. Attorney Fee Award and Cost Award. The Court finds the Attorney Fee
2 Award of \$145,500 (30% of the Gross Settlement Amount) to be paid to Class Counsel to be
3 reasonable and appropriate. The Court finds the Cost Award for the reimbursement of litigation
4 costs of \$14,950.08 to be paid to Class Counsel to be reasonable and appropriate. Such fees and
5 costs are to be paid pursuant to the terms and provisions of the Agreement. Defendant shall not
6 be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by
7 Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also
8 not be required to pay for any other attorneys' fees or expenses, costs, or disbursements incurred
9 by Plaintiff or Class Members in connection with or related to this matter.

10 a. The courts have an independent right and responsibility to review the
11 Attorney Fee Awards and to only award so much as determined to be
12 reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
13 118 Cal.App.4th 123, 127-128.) The Attorney Fee Award is also
14 supported by the percentage fee method. (*Laffitte v. Robert Half*
15 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results
16 achieved, financial risk undertaken, difficulty of this litigation, skills
17 required, percentage fees awarded in other cases, and contingent fees
18 charged in the private marketplace, the Court approves the Attorney Fee
19 Award of \$145,500.

20 b. The Court has reviewed the Declaration of Douglas Han regarding the
21 litigation costs expended in prosecuting this lawsuit. Pursuant to the
22 Settlement Agreement, Class Counsel may seek reimbursement in
23 litigation costs of up to \$25,000. The Court approves the Cost Award of
24 \$14,950.08.

25 12. Class Representative Enhancement Payment. The Court finds the Class
26 Representative Enhancement Payment of \$5,000 to be paid to Plaintiff to be reasonable and
27 appropriate. The Class Representative Enhancement Payment is to be paid pursuant to the terms
28 and provisions set forth in the Settlement Agreement.

1 a. The rationale for making enhancement payments is that the class
2 representatives should be compensated for the expense and risk incurred in
3 conferring a benefit on the Class Members. The criteria courts consider
4 include: (i) class representative risk in commencing suit; (ii) notoriety and
5 personal difficulties encountered; (iii) amount of time and effort spent by
6 the class representatives; (iv) litigation duration; and (v) personal benefit
7 (or lack thereof) enjoyed by the class representatives.

8 b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's
9 involvement in this case. Given the risks inherent in serving as the class
10 representative, duration of the case, time involved, and benefits created for
11 the Class Members, the Court approves the Class Representative
12 Enhancement Payment of \$5,000.

13 13. Administration Costs. The Court finds the Administration Costs of
14 \$10,750 to be paid to the Settlement Administrator to be reasonable and appropriate. The
15 Administration Costs is to be paid pursuant to the terms and provisions set forth in the Settlement
16 Agreement.

17 a. The Court has reviewed the Declaration of Christian Labow from CPT
18 Group, Inc., the Court-approved Settlement Administrator. The Court
19 finds that notice provided to the Class Members constitutes the best
20 practicable notice and satisfies due process. The Court finds that the
21 Settlement Administrator adequately administered the settlement. The
22 Court approves the Administration Costs of \$10,750.

23 14. PAGA Payment. The Court finds the PAGA Payment of \$40,000, sixty-
24 five percent (65%) of which (\$26,000) will be paid to the LWDA and thirty-five percent (35%)
25 of which (\$14,000) will be distributed to the Eligible Aggrieved Employees, on a pro rata basis,
26 to be reasonable and appropriate. The PAGA Payment are to be paid pursuant to the terms and
27 provisions set forth in the Settlement Agreement.

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1 15. Net Settlement Amount. The total amount that will be payable to all the
2 Participating Class Members and Eligible Aggrieved Employees, if they are paid the amount to
3 which they are entitled pursuant to this Order and Judgment, is \$282,799.92.

4 16. Fairness of the Settlement Agreement. As noted in the Preliminary
5 Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving
6 papers, Plaintiff contends that the Settlement Agreement was the product of arm's-length
7 negotiations following litigation, discovery, and exchange of documentation. The negotiations
8 were facilitated with the aid of Jeff Ross, an experienced, well-respected mediator.

9 a. There were no objections and only one (1) request for exclusion,
10 demonstrating the fairness of the Settlement Agreement. The Class
11 Member who requested exclusion is Francisco De Augustin.

12 b. The fairness of the Settlement Agreement is further shown by the gross
13 *average* Individual Settlement Share being approximately \$580.02, and
14 the gross *highest* Individual Settlement Share being about \$6,228.15.

15 17. Funding of the Gross Settlement Amount. On the Effective Date,
16 Defendant shall deposit the Gross Settlement Amount into the Qualified Settlement Fund.
17 Defendant shall also at this time provide any tax information that the Settlement Administrator
18 may need to calculate each Participating Class Member's Individual Settlement Share. Within
19 fourteen (14) calendar days after the funding of the Gross Settlement Amount, the Settlement
20 Administrator shall calculate and pay all payments due under the Settlement Agreement.

21 18. Uncashed Checks. The Participating Class Members and Eligible
22 Aggrieved Employee must cash or deposit their settlement checks within one hundred eighty
23 (180) calendar days after the checks are issued. Uncashed settlement checks will be canceled and
24 transmitted to the California State Controller's Unclaimed Property Division in accordance with
25 California Unclaimed Property Law in the name of the Participating Class Member and Eligible
26 Aggrieved Employees.

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1 19. Notice of Entry of Judgment. The relevant settlement documents were
2 posted on the static website that was created for the Class Members by the Settlement
3 Administrator. The notice of entry of judgment shall be provided by the Settlement
4 Administrator to the Class Members by posting the judgment on the static website that was
5 created for the Class Members.

6 20. Final Accounting Hearing. The Final Accounting Hearing is set for
7 November 16, 2026 at 1:30 p.m. in Department CX-103. At least sixteen (16) calendar days
8 before the Final Accounting Hearing, Class Counsel and Settlement Administrator shall submit a
9 summary accounting of the distribution of the settlement funds to the Participating Class
10 Members and Eligible Aggrieved Employees, identifying the distributions made pursuant to this
11 Order and Judgment, identifying the number and value of any uncashed checks, and identifying
12 the status of any unresolved issues.

13 21. Modification of the Agreement. The Agreement may be amended or
14 modified only by a written instrument signed by all the Parties and their counsel or their
15 representatives/successors-in-interest. Such amendments or modifications shall be consistent
16 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

17 22. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
18 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
19 effectuation, and/or enforcement of the Settlement Agreement and this Order and Judgment, and
20 for any other necessary purpose, including, without limitation:

- 21 a. Entering such additional orders as may be necessary or appropriate to
22 protect and/or effectuate this Order and Judgment approving the
23 Settlement Agreement, to enjoin Plaintiff from initiating or pursuing
24 related proceedings, and to ensure the fair and orderly administration of
25 the Settlement Agreement;

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On February 12, 2026, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Carter v. Dekra-Lite Industries, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM- 1076053-25**
Court Case No.: 30-2022-01276546-CU-OE-CXC
Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

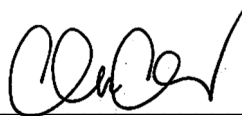
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 12, 2026, at Pasadena, California.



Christina Castro