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Attorneys for Plaintiff, SALVADOR CORTEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

SALVADOR CORTEZ, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

DIRECT PAINTING & DECORATING, INC.,
a California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 23STCV02248
Consolidated with Case No. 23STCV07806

*Assigned for All Purposes to: Judge William F.
Highberger, Department 10*

CLASS ACTION

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint Filed: February 1, 2023
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on April 17, 2025, the Honorable William F. Highberger in
3 Department 10 of the above-entitled Court, located at the Los Angeles Superior Court, Spring
4 Street Courthouse at 312 N Spring St, Los Angeles, California 90012, executed the Proposed Final
5 Order and Judgment Granting Plaintiff's Motion for Final Approval of Class Action and PAGA
6 Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Final Order and
7 Judgment which was executed and filed on April 17, 2025.

8
9 DATED: April 17, 2025

Respectfully Submitted,

10 **PROTECTION LAW GROUP, LLP**

11
12 By: 

13 Heather Davis
14 Ryan T. Chuman
15 Arnel O. Tan
16 Joseph O. Marshall
17 Christine V. Reyes
18 *Attorneys for Plaintiff*
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Exhibit A

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Highberger, Department 10*

CLASS ACTION

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Hearing Date: April 17, 2025
Hearing Time: 11:00 a.m.
Department: 10

Complaint Filed: February 1, 2023
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on April 17, 2025, for a hearing and Final Order Approving Class Action and PAGA Settlement
4 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA
6 Settlement (“Settlement Agreement” or “Agreement”), and due and adequate notice having been
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
10 **FOLLOWS:**

11 1. The Court GRANTS Plaintiff Salvador Cortez’s (“Plaintiff”) Motion for Final
12 Approval of Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Agreement.

14 3. The term “Class” and “Class Members” shall mean the following: “all current and
15 former hourly-paid, non-exempt employees of Defendant Direct Painting & Decorating, Inc., who
16 worked for Defendant Direct Painting & Decorating, Inc., in the State of California at any time
17 between February 1, 2019, and May 31, 2024.” The term “Participating Class Member” includes
18 all Class Members who did not submit a timely and valid Request for Exclusion as provided in the
19 Agreement.

20 4. The term “PAGA Group Members” shall mean the following: “all current and
21 former hourly-paid non-exempt employees of Defendant Direct Painting & Decorating, Inc., who
22 worked for Defendant Direct Painting & Decorating, Inc., in the state of California at any time
23 any time between February 1, 2022, and May 31, 2024.”

24 5. This Court has jurisdiction over the subject matter of this Action and over all Parties
25 to this Action, including all Class Members and PAGA Group Members.

26 6. Distribution of the Class Notice directed to the Class Members as set forth in the
27 Agreement and the other matters set forth therein has been completed in conformity with the
28 Preliminary Approval Order, including individual notice to all Class Members who could be

1 identified through reasonable effort, and the best notice practicable under the circumstances. The
2 Class Notice provided due and adequate notice of the proceedings and of the matters set forth
3 therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to
4 such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class
5 Members, all Released Class Claims and all Released PAGA Claims, are covered by and included
6 within the Settlement and this Final Order.

7 7. The Court hereby finds the Settlement was entered into in good faith pursuant to
8 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
9 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
10 standards and applicable requirements for final approval of this class action settlement under
11 California law, including the provisions of California Code of Civil Procedure section 382 and
12 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
13 *Superior Court*, 4 Cal.3d 800, 821 (1971).

14 8. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

15 9. The Court hereby approves the Settlement set forth in the Agreement and finds that
16 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
17 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
18 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that
19 the Parties have conducted extensive investigation and research, and counsel for the Parties are
20 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this
21 time will avoid additional substantial costs, as well as avoid the delay and risks that would be
22 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
23 being granted as part of the Settlement and recognizes the significant value to the Class Members.
24 The Court also finds that the Class is properly certified as a class for settlement purposes only.

25 10. Upon the complete funding of the Gross Settlement Amount and all applicable
26 employer-side payroll taxes by Defendant, Plaintiff and all Participating Class Members, shall
27 fully release and discharge Defendant Direct Painting & Decorating, Inc., and its past, present
28 and/or future related entities and their respective officers, directors, members managers,

employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers ("Released Parties") from any and all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint in the Action including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; (viii) failure to pay reporting time pay; (ix) unfair business practices; (x) failure to maintain required payroll records and (xi) any other claim that reasonably could have been alleged based on the allegations in the Complaint ("Released Class Claims"). This release shall apply to claims that arose during the Class Period.. This release shall be binding on all Participating Class Members.

11. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, the California Labor and Workforce Development Agency and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge the Released Parties from all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") that are or could have been premised on the facts alleged both in the PAGA Notice provided to the LWDA and in the operative complaint including allegations regarding Defendant's (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; (viii) failure to pay reporting time pay; and (ix) failure to maintain required payroll records. This release shall apply to claims that arose during the PAGA Period. This release shall be binding on all PAGA Members.

1 12. Additionally, upon the complete funding of the Gross Settlement Amount, Plaintiff
2 Salvador Cortez—on behalf of himself only—shall fully release the Released Parties from any and
3 all Released Class Claims and Released PAGA Claims and also generally releases and discharges
4 the Released Parties from any and all claims, demands, obligations, causes of action, rights, or
5 liabilities of any kind which have been or could have been asserted against the Released Parties
6 arising out of or relating to his employment by Defendant or termination thereof, including but not
7 limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination,
8 harassment or wrongful termination of employment. This release specifically includes any and all
9 claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest,
10 and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any
11 way connected with the matters referred to in the Agreement, whether or not known or suspected
12 to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff
13 Salvador Cortez , waives all rights and benefits afforded by California Civil Code Section 1542,
14 which provides:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
16 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
17 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
18 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
19 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
20 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

21 This release specifically excludes claims for unemployment insurance, disability, social
22 security, and workers compensation (with the exception of claims arising pursuant to California
23 Labor Code Section 132(a) and 4553).

24 13. No Class Member, requested to be excluded from the terms of the Settlement. The
25 last date to timely submit a request for exclusion was February 11, 2025. Accordingly, all 49
26 Participating Class Members are included and bound by this Order and Judgment.

27 14. The Court also hereby finds that there were no written objections to the Settlement.
28 The last day to submit a written objection to the settlement was February 11, 2025. The Court also
notes there were no objections made at the hearing on Final Approval of the Settlement.

1 15. The Court finds the settlement payments provided for under the Agreement to be
2 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
3 the Court orders Defendant Direct Painting & Decorating, Inc. to fund and deposit the Gross
4 Settlement Amount in the amount of One Hundred Forty-Seven Thousand, Five Hundred Dollars
5 and Zero Cents (\$147,500.00) and all applicable employer-side payroll taxes into a Qualified
6 Settlement Fund (“QSF”) within fourteen (14) calendar days of the Effective Date to provide
7 payments for (a) the Individual Settlement Payments of Class And PAGA Members; (b) the PAGA
8 Payment to the Labor and Workforce Development Agency; (c) the Class Representative Incentive
9 Payment to Plaintiff; (d) Class Counsel’s Fees and Costs and (e) Settlement Administration Costs.
10 The calculations and the payments shall be made administered in accordance with the terms of the
11 Agreement.

12 16. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
13 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount
14 of \$56,014.33 (1/3 of the Gross Settlement Amount) and litigation costs in the amount of \$5,544.26
15 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all
16 attorneys’ fees and costs incurred by and/or owed to Class Counsel and any other person or entity
17 related to the Action. The Court further orders that the award of attorneys’ fees and costs set forth
18 in this Paragraph shall be administered pursuant to the terms of the Agreement.

19 17. The Court hereby approves and orders a Class Representative Incentive Payment
20 of \$5,000.00 to Plaintiff Salvador Cortez from the Gross Settlement Amount in accordance with
21 the terms of the Settlement Agreement.

22 18. The Court approves and orders the payment in the amount of \$6,000.00 (75% of
23 \$8,000) from the Gross Settlement Amount to the LWDA for penalties arising under the Private
24 Attorneys General Act of 2004 (PAGA). The remaining \$2,000.00 (25% of \$8,000) shall be
25 distributed to the PAGA Group Members as set forth in the Agreement.

26 19. The Court also hereby approves and orders payment from the Gross Settlement
27 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
28 Apex Class Action, LLC, in the amount of \$4,500.00 as set forth in the Agreement.

1 20. The Court hereby approves and orders payment of individual settlement payments
2 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.
3 The Individual Settlement Payments provided to Participating Class Members and to PAGA
4 Member shall prominently state the expiration date or a statement that the Settlement Check will
5 expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter
6 accompanying the Individual Settlement Payment.

7 21. The Court also hereby approves and orders that any checks distributed from the
8 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
9 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
10 California State Controller's Office and held in trust for such Class Members pursuant to
11 California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

12 22. Provided the Settlement becomes effective under the terms of the Agreement, the
13 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
14 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

15 23. Neither the Settlement nor any of the terms set forth in the Agreement is an
16 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
17 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
18 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
19 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
20 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
21 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
22 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
23 an admission or concession with regard to the denials or defenses by Defendant, or any of the other
24 Released Parties, and shall not be offered in evidence in any action or proceeding in any court,
25 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
26 provisions of this Final Order, the Agreement, the Released Claims, the Released PAGA Claims
27 or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties
28 may file in the Action, or submit in any other proceeding, the Final Order, the Agreement, and any

1 other papers and records on file in the Action as evidence of the Settlement to support a defense
2 of *res judicata*, *collateral estoppel*, or other theory of claim or issue preclusion or similar defense
3 as to the Released Claims.

4 24. Without affecting the finality of this Judgment, the Court shall retain continuing
5 jurisdiction over this action and the parties, including all Class Members, and over all matters
6 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
7 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
8 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
9 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court
10 for resolution

11 25. Notice of this Judgment shall be provided by posting the Judgment to the
12 Settlement Administrator's website. Apex Class Action, LLC shall post this Judgment on its
13 website for a period of no less than 180 days.

14 26. Pursuant to PAGA, the LWDA has been given notice of the settlement. Pursuant to
15 PAGA, Plaintiff submitted to the LWDA a notice of the settlement enclosing a copy of
16 the Settlement Agreement. The Court finds and determines that the notice of the settlement
17 complied with the statutory requirements of PAGA. Plaintiff shall file and serve formal notice of
18 Entry of Judgment including notice to the LWDA.

19 27. ^{NACR re} ~~A Final Report Hearing for~~ a final accounting regarding the status of settlement
20 administration is set for 6/23/26, at 9 a.m./~~p.m.~~ in Department 10. Class
21 Counsel shall submit a final report on the disbursement of the settlement payments on or
22 before 6/16/26.

23 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

24 04/17/2025

25 DATED: _____

26 
27 HON. WILLIAM F. HIGHBERGER
28 JUDGE OF THE SUPERIOR COURT