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FILED
Superior Court of California
County of Los Angeles

05/23/2025

David W. Stoyan, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

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

ALEJANDRO QUINTERO MARIN,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiff,

v.

D.M.E., INC., a California stock corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 23STCV21190

Assigned for All Purposes to:
Honorable William F. Highberger
Department 10

CLASS ACTION

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: April 23, 2025
Hearing Time: 11:00 a.m.
Hearing Place: Department 10

Complaint Filed: September 1, 2023
FAC Filed: January 19, 2024
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Alejandro Quintero Marin’s
2 (“Plaintiff”) Motion for Final Approval of Class Action Settlement, and considering the papers
3 submitted in support of the motion, including the Class Action and PAGA Settlement Agreement
4 (“Settlement Agreement,” “Settlement,” or “Agreement”), **FINDS AND ORDERS:**

5 On September 16, 2024, Plaintiff and Defendant D.M.E., Inc. (“Defendant”) entered the
6 Settlement Agreement to settle this lawsuit.

7 On December 16, 2024, the Court entered an order preliminarily approving the settlement
8 of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure
9 section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing
10 the Class Members with an opportunity to object to the Settlement or exclude themselves from
11 the Class, and scheduling a Final Approval Hearing.

12 On April 23, 2025, the Court held a Final Approval Hearing to determine whether to
13 grant final approval of the Settlement.

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

18 2. Jurisdiction. Because adequate notice has been disseminated and the Class
19 has been given the opportunity to request exclusion, the Court has personal jurisdiction with
20 respect to the claims of all Class Members. The Court has subject matter jurisdiction, including
21 jurisdiction to approve the Settlement and grants final certification of the Class.

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. The Court certifies the Class consisting of all current and former hourly-paid, non-
25 exempt employees of Defendant within the State of California at any time during the period from
26 September 1, 2019, through August 11, 2024 (“Class,” “Class Members,” and “Class Period”).
27 There are one hundred ten (110) Class Members who did not submit valid and timely Requests
28 for Exclusion from the Settlement (“Participating Class Members”).

1 4. Adequacy of Representation. Class Counsel fully and adequately
2 represented the Class for the purposes of entering and implementing the Settlement and satisfied
3 the requirements of Code of Civil Procedure section 382.

4 5. Class Notice. The Court finds that the Court Approved Notice of Class
5 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
6 distribution to the Class Members were implemented pursuant to the Settlement and Preliminary
7 Approval Order. The Court finds that the Class Notice:

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

22 6. Final Settlement Approval. The terms and provisions of the Settlement
23 Agreement have been entered into in good faith and are the product of arm’s-length negotiations
24 by experienced counsel who have carried out a meaningful investigation of the claims. The
25 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
26 reasonable, adequate, and in the best interests of the Parties. The Parties are directed to
27 implement the Settlement Agreement according to its terms and provisions.

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1 7. Enforcement of Settlement. Nothing in this Order and Judgment shall
2 preclude any action to enforce the terms and provisions of the Settlement Agreement.

3 8. Binding Effect. The terms and provisions of the Settlement Agreement
4 and this Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved
5 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
6 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
7 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
8 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
9 that were or could have been raised in this lawsuit and are encompassed by the Released Class
10 Claims and Released Private Attorneys General Act of 2004 (“PAGA”) Claims.

11 9. Release by Participating Class Members. Effective on the date when
12 Judgment is entered and not subject to appeal and Defendant fully funds the Gross Settlement
13 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
14 Payments, all Participating Class Members, on behalf of themselves and their former and present
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
16 Released Parties from the Released Class Claims.

17 a. Release by Aggrieved Employee. Effective on the date when Judgment is
18 entered and not subject to appeal and Defendant fully funds the Gross
19 Settlement Amount and funds all employer payroll taxes owed on the
20 Wage Portion of the Individual Class Payments, all Participating and Non-
21 Participating Class Members, who are Aggrieved Employees, are deemed
22 to release, on behalf of themselves and their former and present
23 representatives, agents, attorneys, heirs, administrators, successors, and
24 assigns, the Released Parties from the Released PAGA Claims.

25 b. Plaintiff’s Release. Effective on the date when Judgment is entered and
26 not subject to appeal and Defendant fully funds the Gross Settlement
27 Amount and funds all employer payroll taxes owed on the Wage Portion
28 of the Individual Class Payments, Plaintiff and his former and present

spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Plaintiff's Release. Furthermore, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

- c. Released Parties. The Released Parties include Defendant and its past and present parents, subsidiaries, affiliates, predecessors, successors, and assigns, and all their past and present stockholders, owners, members, officers, directors, managers, employees, attorneys, insurers, agents, representatives, and any and all other persons, firms, companies, corporations, and partnerships which may have an interest in Defendant.

10. Class Representative Service Payment. The Court finds the Class Representative Service Payment of ~~\$10,000~~ ^{\$8,500.00}, to be paid by Defendant to Plaintiff out of the Gross Settlement Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and provisions set forth in the Agreement.

- a. The rationale for making enhancement payments is class representatives should be compensated for the expense and risk they incurred in conferring a benefit on the Class. Criteria courts consider include: (i) risk to the class representatives in commencing suit; (ii) notoriety and personal difficulties; (iii) amount of time and effort spent by the class representatives; (iv) duration of the litigation; and (v) personal benefit (or lack thereof) enjoyed by class representatives.

- b. The Court reviewed Plaintiff's declaration outlining his involvement. Given the risks inherent in the services as the class representative, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Service Payment of ~~\$10,000~~ ^{\$8,500.00} to Plaintiff.

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11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The Court finds the Class Counsel Fees Payment of \$116,666.67, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Additionally, the Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred of \$13,322.28, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiff or Class Members in connection with or related in any manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and Released PAGA Claims.

- a. The Court has an independent right and responsibility to review the Class Counsel Fees Payment and only award so much as it determines reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of \$116,666.67 is one-third (1/3) of the common fund created for the benefit of the Class and is supported by use of the percentage-fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds that the Class Counsel Fees Payment is consistent with the marketplace, is reasonable, and is approved.

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b. The Court reviewed the Declaration of Douglas Han regarding the costs expended in prosecuting this case. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$20,000 in litigation costs. The Court finds that Class Counsel expended \$13,322.28 in litigation costs and that such costs were reasonable. Thus, the Court approves the payment of the Class Counsel Litigation Expenses Payment of \$13,322.28 from the common fund for the reimbursement of Class Counsel's litigation costs.

12. Administration Expenses Payment. The Court finds the Administration Expenses Payment of \$7,000, to be paid by Defendant to the Administrator out of the Gross Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the Declaration of Yami Burns from Phoenix Class Action Administration Solutions, the Court-approved Administrator. The Court finds that notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. Thus, the Court approves the payment of the Administration Expenses Payment of \$7,000 for the Administrator's services in administering the Settlement.

13. PAGA Penalties. The Court finds the PAGA Penalties of \$25,000, seventy-five percent (75%) of which (\$18,750) will be paid to the California Labor and Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of which (\$6,250) shall be distributed to the Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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1 14. Funding the Gross Settlement Amount. Defendant shall fund the Gross
2 Settlement Amount in eighteen (18) monthly installments as set forth in the Settlement
3 Agreement. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement
4 Amount, assuming Judgment has been entered and is final, the Administrator will mail checks to
5 the appropriate entities and persons.

6 15. Fairness of the Settlement. As noted in the Preliminary Approval Order,
7 the Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends
8 that the Settlement was the product of arm's-length negotiations following extensive litigation,
9 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
10 Jeffrey Fuchsman, an experienced and well-respected mediator.

11 a. The fairness of the Settlement is demonstrated by there being no
12 objections to and no requests for exclusion from the Settlement.

13 b. The fairness of the Settlement is further illustrated by the gross *average*
14 Individual Class Payment being approximately \$1,618.28, and the gross
15 *highest* Individual Class Payment being about \$3,948.32.

16 16. Uncashed Checks. The Class Members must cash or deposit their
17 settlement checks within one hundred eighty (180) calendar days after the checks are mailed to
18 them. Uncashed settlement checks will be canceled and transmitted to the California Controller's
19 Unclaimed Property Fund in the name of the Class Member.

20 17. Modification of the Agreement. The Participating Class Members are
21 authorized to agree to and adopt amendments to or modifications of the Agreement by an express
22 written instrument signed by all Parties or their representatives and approved by the Court. Such
23 amendments or modifications shall be consistent with this Order and Judgment and cannot limit
24 the rights of the Participating Class Members under the Agreement.

25 18. Final Accounting and Compliance. The Court sets a ^{NACR re funding} ~~compliance hearing~~
26 on ~~September 16, 2026~~ ^{Oct. 7, 2026 at 9 a.m.} in Department 10. At least five (5) court days before this hearing, a
27 compliance status report shall be filed. Pursuant to Code of Civil Procedure section 384, the
28 compliance status report shall specify the total amount paid to the Class Members and residual of

1 the unclaimed settlement funds that will be paid to the entity identified as the recipient of such
2 funds in the Settlement Agreement.

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

- 7 a. Enforcing the terms and provisions of the Settlement Agreement and
8 resolving any disputes, claims, or causes of action in this lawsuit that, in
9 whole or in part, are related to or arise out of the Settlement Agreement or
10 this Order and Judgment;
- 11 b. Entering such additional orders as may be necessary or appropriate to
12 protect or effectuate this Order and Judgment approving the Settlement
13 Agreement, and permanently enjoining Plaintiff from initiating or
14 pursuing related proceedings, or to ensure the fair and orderly
15 administration of the Settlement Agreement; and
- 16 c. Entering any other necessary or appropriate orders to protect and
17 effectuate this Court's retention of continuing jurisdiction.

18 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
19 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
20 GRANTED. The Administrator is directed to carry out the terms of the Settlement forthwith.

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1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 IT IS SO ORDERED.

8
9 DATED: 05/23/2025



HONORABLE WILLIAM F. HIGHBERGER
SUPERIOR COURT JUDGE

**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 Ave., Ste. 101 Pasadena, CA 91103, and my electronic service address is award@justicelawcorp.com.

On June 2, 2025, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Quintero Marin adv. D.M.E., Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-979193-23**
Court Case No.: 23STCV21190
Los Angeles 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

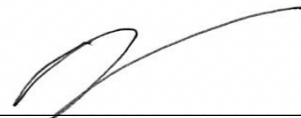
[X] BY ELECTRONIC SUBMISSION

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 June 2, 2025, at Pasadena, California.



Alex Ward