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7 Attorneys for Plaintiff ARTHUR QUESADA

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ALAMEDA**

12 ARTHUR QUESADA, as an individual and
on behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 XPDEL, INC., a California Corporation
17 and DOES 1-100, inclusive, ADVATIX,
18 INC., a Delaware Corporation, and DOES
1-100, inclusive,

19 Defendants.

Case No.: 23CV031688

Assigned for All Purposes to:
Hon. Michael Markman
Dept. 23

**[PROPOSED] ORDER AFTER HEARING
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS, AND
JUDGMENT THEREON**

Date: June 10, 2025
Time: 10:00 a.m.
Dept. 23

Reservation No.: A-31688-001

FILED
Superior Court of California
County of Alameda

06/18/2025

Clad Flake, Executive Officer / Clerk of the Court

By: T. Lopez Deputy
T. Lopez

1 The Court, having read the papers filed regarding Plaintiffs' Motion for Final Approval
2 of Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
7 attached as Exhibit 1 to the Declaration of Brandon Brouillete in support of Plaintiffs's Motion
8 for Preliminary Approval of Class Action Settlement (filed on or about December 19, 2024), is
9 the product of arms-length negotiations between the parties and the terms of the Settlement
10 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
11 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court
12 orders the parties to the Settlement Agreement to perform forthwith their respective duties and
13 obligations thereunder.

14 4. The Settlement Class, which was provisionally certified by the Court in its January
15 14, 2025 Order Granting Preliminary approval, is hereby certified under Code of Civil Procedure
16 section 382 for purposes of settlement only. The Settlement Class includes all hourly-paid, non-
17 exempt employees of Defendant XPDel, Inc. who worked in California during the Class Period
18 of April 21, 2019 through December 11, 2023.

19 5. The Court adjudges all Participating Class Members, on behalf of themselves and
20 on behalf of their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, release the Released Parties from all claims, transactions,
22 or occurrences that occurred during the Class Period and that were alleged, or reasonably could
23 have been alleged based on the facts contained, in the Operative Complaint. Except as set forth in
24 Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other
25 claims, including claims for vested benefits, wrongful termination, violation of the Fair
26 Employment and Housing Act, unemployment insurance, disability, social security, workers'
27 compensation, or claims based on facts occurring outside the Class Period.
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1 6. The Court further adjudges Plaintiff, as a proxy or agent of the LWDA, hereby
2 releases all of the PAGA claims stemming from the claims, transactions, or occurrences for all
3 Aggrieved Employees that occurred during the PAGA Period that were alleged based on the facts
4 contained in the Operative Complaint and Plaintiff's PAGA Notice.

5 7. The Settlement Administrator is ordered to distribute to the Participating
6 Settlement Class Members and to the Aggrieved Employees their respective settlement payments
7 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
8 the check void date shall be forwarded to the California State Controller's Unclaimed Property
9 Fund. No funds shall revert to Defendant.

10 8. The Court further orders that the Class Members be provided with notice of this
11 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
12 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

13 9. The Court approves an award of attorney's fees to Class Counsel in the amount of
14 \$58,333.33, and an award of costs and expenses in the amount of \$14,522.07, and the Court
15 further orders that the Settlement Administrator withhold 10% of the fee award in an interest
16 bearing account pending completion of the compliance hearing addressed in Paragraph 13 below.

17 10. The Court approves service payments to plaintiffs and Class Representative Arthur
18 Quesada in the amount of \$7,500.00, reduced from the requested amount of \$10,000, and the
19 Settlement Administrator is ordered to make such payment consistent with the terms of the
20 Settlement Agreement,

21 11. The Settlement Agreement provides the Settlement Administrator, Phoenix
22 Settlement Administrations, shall be paid from the Gross Settlement Amount for its services in
23 administering the Settlement. As set forth in the Declaration of Lluvia Islas, the Settlement
24 Administrator is owed \$10,000.00 for services rendered and to be rendered in administering the
25 settlement. The Court therefore orders that Phoenix be paid the amount of \$10,000.00 from the
26 Gross Settlement Amount consistent with the terms of the Class Settlement Agreement.

27 12. The Court approves PAGA penalties in the amount of \$16,000, to be paid from the
28 Gross Settlement Amount, and finds that amount is fair, reasonable and adequate, and furthers the

1 purposes underlying PAGA. \$12,000.00 of this amount will be paid to the LWDA as the state's
2 share of the civil penalties, and the remainder of \$4,000.00 will be distributed to the Aggrieved
3 Employees consistent with the terms of the Settlement Agreement.

4 13. The Court hereby schedules a compliance hearing for September 24, 2026, at 10:00
5 a.m., in Department 23 of the Alameda Superior Court, and orders the Parties to file a joint
6 compliance report at least ten (10) court days before the compliance hearing. The Court further
7 orders Plaintiff to submit a [Proposed] Amended Judgment consistent with Code of Civil
8 Procedure § 384 at least ten (10) court days before the compliance hearing.

9 14. Under California Rule of Court 3.769(h), without affecting the finality of this
10 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
11 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
12 judgment contemplated becomes effective and each and every act agreed to be performed by the
13 parties has been performed under the terms of the Settlement Agreement; (2) any other action
14 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
15 enforcement, construction, and interpretation of the Settlement Agreement.

16 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is
17 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
18 This Order and Judgment is not a finding of the validity or invalidity of any claims in this action
19 or a determination of any wrongdoing by any party. The final approval of the parties' settlement
20 will not constitute any opinion, position or determination of this Court as to the merits of the
21 claims or defenses of any party.

22 16. Judgment is hereby entered as follows: Plaintiff Arthur Quesada and the
23 Participating Class Members, consisting of all hourly-paid, non-exempt employees of Defendant
24 XPDel, Inc. who worked in California during the Class Period of April 21, 2019 through
25 December 11, 2023, who have not otherwise opted out, shall take nothing from Defendant, except
26 as set forth in the Settlement Agreement.

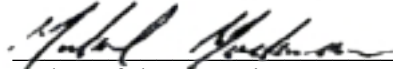
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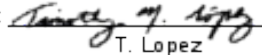
1 17. The Court shall retain jurisdiction over the parties under Code of Civil Procedure
2 section 664.6 and California Rule of Court 3.769(h) to interpret, implement and enforce the
3 Settlement Agreement and this Order and Judgment.

4 **IT IS SO ORDERED AND ADJUDGED.**

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6 Dated: 06/18/2025
7 _____


8 _____
9 Judge of the Superior Court

10 **Michael Markman / Judge**
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SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 06/25/2025
PLAINTIFF/PETITIONER: Arthur Quesada	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy T. Lopez
DEFENDANT/RESPONDENT: XPDEL, INC., a California Corporation et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV031688

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] ORDER AFTER HEARING GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEYS FEES AND COSTS, AND JUDGMENT THEREON entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

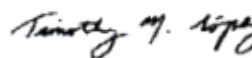
Shirley Chienhsi Wang
Saber Law Group
swang@saberlaw.com

Zachary M. Crosner
zach@crosnerlegal.com

Dated: 06/25/2025

Chad Finke, Executive Officer / Clerk of the Court

By:



T. Lopez, Deputy Clerk