

(SIGNATURE)

Alejandro P. Gutierrez, SBN 107688  
*alex@apgutierrezlaw.com*  
**LAW OFFICES OF ALEJANDRO P GUTIERREZ INC**  
 2100 Hillcrest Drive  
 Ventura, CA 93001  
 Tel: (805) 477-8373

Daniel J. Palay, SBN 159348  
*djp@calemploymentcounsel.com*  
 Brian D. Hefelfinger, SBN 253054  
*bdh@calemploymentcounsel.com*  
**PALAY HEFELFINGER, APC**  
 1746 S. Victoria Avenue, Suite 230  
 Ventura, CA 93003  
 Tel: (805) 628-8220; Fax: (805) 765-8600

Attorneys for Plaintiff, ALVARO QUINTERO,  
 Individually and on behalf of the Certified Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF LOS ANGELES  
 (UNLIMITED JURISDICTION)

ALVARO QUINTERO, an individual, on behalf  
 of himself and all others similarly situated,

Plaintiffs,

vs.

APRIA HEALTHCARE LLC, a Delaware  
 Limited Liability Company; APRIA  
 HEALTHCARE GROUP, INC., a Delaware  
 Corporation; and DOES 1 through 20, inclusive,

Defendants.

CASE NO. **20STCV42367**

CLASS ACTION

Complaint Filed: 11-3-2020  
 Assigned to: Dept. 12, Hon. Carolyn B. Kuhl

**~~[PROPOSED]~~ ORDER GRANTING FINAL  
 APPROVAL AND FINAL JUDGMENT**

DATE: June 30, 2025  
 TIME: 10:30 A.M.  
 PLACE: Dept. 12

This matter came on before the Court for hearing on June 30, 2025 at 10:30 A.M. in Department 12 of the above-captioned Court, pursuant to the Preliminary Approval Order of this Court entered on January 30, 2025, on the motion of Plaintiff for final approval of the terms of the class action settlement set forth in the Stipulation of Settlement (“the Settlement”) between the parties, and for an award of

**FILED**  
 Superior Court of California  
 County of Los Angeles

07/14/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreene Deputy

1 attorney's fees and costs, and an award approving of the requested incentive award payment to the named  
2 Plaintiff.

3 **BACKGROUND**

4 WHEREAS, the Settlement in this matter, together with the Court's January 30, 2025 Preliminary  
5 Approval Order (the "Approval Order") thereon, sets forth the terms and conditions for a proposed  
6 settlement;

7 WHEREAS, all defined terms contained herein have the same meanings as set forth in the  
8 Settlement and the Approval Order;

9 WHEREAS, as discussed above, the Court previously granted preliminary approval of the  
10 settlement on or about January 30, 2025;

11 WHEREAS, the Court presently has before it the Settlement; the previously-entered Approval  
12 Order; the Plaintiff's Notice Of Motion And Unopposed Motion For Final Approval Of Class Action  
13 Settlement and Motion for Attorney's Fees and Costs (the "Motions"); the Declaration of Tanner  
14 Nicodemus on behalf of CPT Group, the claims administrator; the Declarations of Alejandro P. Gutierrez,  
15 Brian D. Hefelfinger, and Daniel Palay, Class Counsel, as well as the Declaration of Class Representative  
16 Alvaro Quintero in Support of the Motions;

17 WHEREAS, the Court has heard the attorneys for the parties with respect to the proposed  
18 settlement;

19 WHEREAS, the Court is satisfied that the settlement set forth in the Settlement was the result of  
20 good-faith, arm's length settlement negotiations between competent and experienced counsel for both  
21 the Plaintiff and Defendant; and,

22 WHEREAS, due and adequate notice having been given to the Settlement Class as required by  
23 the Approval Order, and the Court having considered all papers filed and proceedings had herein and  
24 otherwise been fully informed, and good cause appearing therefore,

25 IT IS HEREBY ORDERED, ADJUDGED, AND DECLARED as follows:

26  
27 **ORDER**

28 1. This Court has jurisdiction over the subject matter of the Class Action and over all Parties

1 to the Class Action, including all Members of the Settlement Class.

2           2.       The Court conducted a hearing on January 30, 2025 for preliminary approval of the  
3 Parties' Settlement. After fully considering all supporting papers, evidence, and arguments, the Court  
4 granted preliminary approval of the Settlement Agreement on January 30, 2025 (the "Approval Order"  
5 and the "Preliminary Approval Date" herein), and further found that the ordered Class Notice met all  
6 constitutional and statutory requirements, including due process.

7           3.       The Court now finds that notice given to the Settlement Class, including the mailing of  
8 the Class Notice, as delineated in the Settlement, has been completed in conformity with the Preliminary  
9 Approval Order, including individual notice to all Class Members who could be identified through  
10 reasonable effort.

11           4.       The Court finds that said notice was the best notice practicable under the circumstances,  
12 which satisfied the requirements of law and due process, and was reasonably calculated, under all the  
13 circumstances, to apprise interested parties of the pendency of the action and afford them the opportunity  
14 to present their objections.

15           5.       The Court finds and determines that this notice procedure afforded due and adequate  
16 protections to Settlement Class Members and provides the basis for the Court to make an informed  
17 decision regarding approval of the Settlement based on the response of the Settlement Class. The Class  
18 Notice provided due and adequate notice of the proceedings of the matters set forth therein, including the  
19 proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and the  
20 Class Notice fully satisfied the requirements of due process.

21           6.       The Court finds that no member of the Settlement Class filed a written objection to the  
22 proposed settlement as part of this notice process. Moreover, pursuant to the information presented by the  
23 claims administrator herein, no member of the Settlement Class has opted out of the settlement.

24           7.       Subsequently, and in accordance with the Court's Preliminary Approval Order and the  
25 Class Notice, the Court conducted a further hearing on June 30, 2025, for the purpose of considering the  
26 final approval of the Settlement (the "fairness hearing"). The Court, after fully considering all supporting  
27 papers, evidence, and arguments, having reviewed the declaration of the Settlement Administrator  
28 regarding the giving of the Class Notice in accordance with the Court's Preliminary Approval Order, and

1 having fully and carefully considered said matters, good cause appearing, issues its Order and Judgment  
2 of Final Approval of the Class Action Settlement, finding said settlement to be fair, reasonable, and  
3 adequate to the Settlement Class and to each Class Member. The Settlement is hereby ordered finally  
4 approved and all terms and provisions of the Settlement are ordered to be completed.

5 8. The Court further finds and determines that the settlement payments to be paid to eligible,  
6 participating Settlement Class Members are fair and reasonable. The Court hereby gives final approval  
7 to those amounts and orders that the settlement payments be made to the eligible, participating Settlement  
8 Class Members in accordance with the terms of the Settlement.

9 9. This Court hereby approves the settlement set forth in the Settlement, including the  
10 settlement amount of \$16.5 million, released claims, the PAGA portion of the settlement, and other terms  
11 therein, and directs the Parties to effectuate the settlement according to its terms. The Settlement is  
12 hereby deemed incorporated herein as if expressly set forth and has the full force and effect of an order  
13 and judgment of this Court.

14 10. The Court finds and determines that the payments to be made to Class Counsel in the sum  
15 of ~~\$5,775,000.00~~ million in attorneys' fees (~~35% of the Gross Settlement Amount~~), and \$95,498.70 in  
16 litigation costs expended, are fair and reasonable in this matter based on the results achieved, the issues  
17 embraced by the action, and the effort expended. The Law Office of Alejandro P. Gutierrez Inc. shall  
18 receive 40% of the total fees awarded in this matter and that Palay Hefelfinger APC shall receive 60%  
19 of the total fees awarded in this matter. The Court also finds and determines that the payment to be made  
20 to the Settlement Administrator, CPT Group, in the sum of \$12,000.00 is fair and reasonable. The Court  
21 finds that the requested incentive award payment to plaintiff Alvaro Quintero in the sum of \$25,000.00  
22 is approved, reflecting appropriate amounts for his general release and as a service enhancement payment  
23 in recognition of his time and effort expended to benefit the class as a whole. Thus, the Court hereby  
24 grants the Motion for Final Approval of Class Action Settlement and Motion for Attorney's Fees and  
25 Costs and gives final approval to the foregoing payments and orders that the payments be made in  
26 accordance with the terms of the Settlement Agreement.

27 11. Pursuant to the Settlement, ¶ 1.19; ¶ 4.3, Defendant will fully fund the Gross Settlement  
28 Amount by transmitting the funds to the Administrator no later than 60 days after the Effective Date, i.e.

1 the date when the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and  
2 the Judgment is final. Within 14 days after Defendant funds the Gross Settlement Amount, the  
3 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the  
4 LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the  
5 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.  
6 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and  
7 the Class Representative Service Payment shall not precede disbursement of Individual Class Payments  
8 and Individual PAGA Payments. (Settlement, ¶ 4.3).

9       12. The Settlement Agreement is not an admission by Defendant, nor is this final approval  
10 order and judgment thereon, a finding of the validity of any claims in the Class Action, or of any  
11 wrongdoing by Defendant. Furthermore, the Settlement Agreement is not a concession by Defendant  
12 and shall not be used as an admission of any fault, omission or wrongdoing by Defendant. Neither this  
13 final approval order and judgment, the Settlement, any document referred to herein, any exhibit to any  
14 document referred to herein, any action taken to carry out the Settlement, nor any negotiations or  
15 proceedings related to the Settlement, are to be construed as, or deemed to be evidence of, or an admission  
16 or concession with regard to, the denials or defenses of Defendant, and shall not be offered in evidence  
17 in any action or proceeding against the Parties hereto in any Court, administrative agency or other tribunal  
18 for any purpose whatsoever other than to enforce the provisions of this Order and judgment. This final  
19 approval order and judgment, the Settlement Agreement and exhibits thereto, and any other papers and  
20 records on file in the Class Action may be filed in this Court or any other action as evidence of the  
21 settlement by Defendant to support a defense of res judicata, collateral estoppel, release, or other theory  
22 of claim or issue preclusion or similar defense as to the Released Claims (as defined in the Settlement  
23 Agreement).

24       13. The Court hereby enters final judgment in this action, in accordance with the terms of the  
25 Settlement.

26       14. Without affecting the finality of this order and judgment in any way pursuant to *Cal. Rules*  
27 *of Court*, Rule 3.769(h), the Court shall retain continuing jurisdiction over: (a) interpretation,  
28 implementation and enforcement of the class settlement in this action, and (b) enforcement and

administration of this Settlement Agreement, and any and all related matters, and all Settling Parties, Settlement Class Members, and counsel for each hereby specially submit to the jurisdiction of the Court for the purposes of implementing and enforcing the Settlement Agreement.

15. Nothing in this final approval order and judgment shall preclude any action to enforce the Parties' obligations under the Settlement, including the requirement that Defendant make the Settlement Payments to the eligible, participating Settlement Class Members in accordance with the Settlement.

16. Pursuant to *Cal. Rules of Court*, Rule 3.771, the judgment in this action shall be binding on the Representative Plaintiff, and all of the Settlement Class members who did not timely request exclusion are hereby deemed to have waived and released all Released Claims (as Released Claims is defined in the Settlement Agreement). Every person in the Settlement Class who did not opt out is a settlement class member (Settlement Class Member).

**IT IS SO ORDERED.**

~~DATED:~~ \_\_\_\_\_, 2025

\_\_\_\_\_  
Judge of the Superior Court

07/14/2025



A handwritten signature in black ink, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge





PLAINTIFF/PETITIONER: Alvaro Quintero  
 DEFENDANT/RESPONDENT: Apria Healthcare, LLC

CASE NUMBER:  
 20STCV42367

**PROOF OF SERVICE BY FIRST-CLASS MAIL  
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

**(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)**

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):  
 \*\*\*\*\* SEE ATTACHED PROOF OF SERVICE\*\*\*\*\*

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.  
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):  
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:


☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date:

\_\_\_\_\_  
 (TYPE OR PRINT NAME OF DECLARANT)

\_\_\_\_\_  
 (SIGNATURE OF DECLARANT)

**PROOF OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is PALAY HEFELFINGER APC, 1746 S. Victoria Avenue, Suite 230, Ventura, California 93003. On July 15, 2025, I served the within documents:

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

\_\_\_\_\_ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Ventura, California addressed as set forth below

  X   by electronically mailing the document(s) listed above to the e-mail address(es) set forth below, or as stated on the attached service list per agreement (Case Anywhere) in accordance with the Code of Civil Procedure §1010.6.

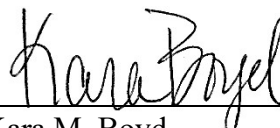
**SEE ATTACHED MAILING LIST**

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

\_\_\_\_\_ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on July 15, 2025, at Ventura, California.

  
Kara M. Boyd

1 **Re: *Alvaro Quintero vs. Apria Healthcare, LLC et al.***  
2 **Los Angeles Superior Court**  
3 **Case No.: 20STCV42367**

4 **MAILING LIST**

5 Nathan W. Austin, Esq.

*VIA E-MAIL*

6 Raja Hafed, Esq.

7 **JACKSON LEWIS P.C.**

8 400 Capitol Mall, Suite 1600

9 Sacramento, California 95814

10 Phone: 916-341-0404

11 Facsimile: 916-341-0141

12 Email: *nathan.austin@jacksonlewis.com*

13 *raja.hafed@jacksonlewis.com*

14 ***Attorneys for Defendants APRIA HEALTHCARE, LLC***

15 ***And APRIA HEALTHCARE GROUP, INC.***