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

01/30/2025

David W. Strydom, Executive Officer / Clerk of Court

By: L. M Greené Deputy

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**

WHEREAS, the Court has been advised that the parties to this action have agreed, subject to Court approval following a hearing, to settle this certified class action upon the terms and conditions set forth in the Stipulation of Settlement<sup>1</sup> (the “Settlement”); and

WHEREAS Plaintiff Alvaro Quintero approves of the Settlement; and

WHEREAS Defendant Apria Healthcare LLC (“Defendant”) approves of the Settlement;

NOW, THEREFORE, this matter having come before this Court, with Alejandro P. Gutierrez of Law Offices of Alejandro P. Gutierrez Inc and Daniel J. Palay and Brian Hefelfinger of Palay Hefelfinger,

<sup>1</sup> A copy of the Settlement is attached as Exhibit A to the Declaration of Alejandro P. Gutierrez, filed concurrently with the Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement.

1 APC as Class Counsel appearing for Plaintiff and Jackson Lewis P.C. appearing for Defendant, having  
2 considered all briefs, evidence, and argument regarding Plaintiff's Motion for Preliminary Approval of  
3 Class and PAGA Action Settlement, which Defendant has not opposed, and for good cause appearing  
4 therefor,

5 **IT IS HEREBY ORDERED that as follows:**

6 (1) Plaintiff's Motion is GRANTED as set forth herein.

7 (2) Upon preliminary examination, that the settlement set forth therein is within the range of  
8 reasonableness, and that a hearing should and will be held after notice to the Settlement Class to confirm  
9 that the Settlement is fair, adequate, and reasonable, and to determine whether a Judgment should be  
10 entered in this action based thereon.

11 (3) This Order Granting Preliminary Approval of Class and PAGA Action Settlement  
12 ("Preliminary Approval Order"), hereby incorporates by reference the definitions in the Settlement, and  
13 all terms used herein shall have the same meanings as set forth in that Settlement.

14 (4) The Court hereby GRANTS preliminary approval of the Settlement. The Settlement Class  
15 is described as:

16 All persons who were provided as drivers to Defendant by Spoke Logistics, LLC, Fed Med  
17 Delivery, LLC, and Johnson Pickup & Delivery LLC, between November 1, 2016 and the  
18 date of class certification, and who were not paid as W-2 employees by Apria.

19 (5) This Court preliminarily approves the Settlement as set forth therein and finds that the  
20 Settlement is within the range of reasonableness as to Class Members and Defendant, was reached after  
21 substantial investigation and discovery, and is the product of good faith, arm's-length negotiations  
22 between the parties. This Court finds that the proposed release is appropriately tailored to the claims at-  
23 issue and that the allocation of payment among wages, penalties, and interest for tax purposes is  
24 reasonable.

25 (6) The Court approves the Notice of Class Action Settlement, in the general form attached  
26 to the Class Action and PAGA Settlement Agreement (the "Notice"). The Notice provides information  
27 on the meaning and nature of the Settlement Class, the terms and provisions of the Settlement, the manner  
28 in which payments to class members will be calculated, the application of Plaintiff's counsel for  
reimbursement of costs and attorney's fees, the Representative Plaintiff's request for an incentive award,

1 the date, time, and place of the final approval/final fairness hearing, the procedures and deadlines for  
2 requesting exclusion from the Settlement Class and/or objecting to the Settlement. The Notice fully  
3 complies with the requirements of California law and due process, constitutes the best notice practicable  
4 under the circumstances, and is due and sufficient notice to all persons entitled to notice of the Settlement  
5 of the instant action.

6 (7) The Notice shall be provided to the members of the Settlement Class in the following  
7 manner:

8 a. No later than 10 days after the Court grants Preliminary Approval of the  
9 Settlement, Plaintiff will provide to the Settlement Administrator the Class Members' names, last-known  
10 addresses, e-mail addresses, and last-known telephone numbers, and the Parties shall jointly provide the  
11 workweek data during the Class Period.

12 b. No later than three (3) business days after receipt of the Class Data, the  
13 Administrator shall notify Class Counsel that the list has been received and state the number of Class  
14 Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

15 c. Using best efforts to perform as soon as possible, and in no event later than 60  
16 days after the Court's preliminary approval of the Settlement, the Administrator will send to all Class  
17 Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the  
18 Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class  
19 Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual  
20 PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods  
21 (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall  
22 update Class Member addresses using the National Change of Address database.

23 d. No later than 3 business days after the Administrator's receipt of any Class  
24 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any  
25 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the  
26 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most  
27 current address obtained. The Administrator has no obligation to make further attempts to locate or send  
28 Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

1 e. The final approval hearing shall be held on June 30, 2025 at 10:30 A.M.in Department  
2 12 of this Court, to determine whether the proposed Settlement is fair, adequate, reasonable, and should  
3 be approved. Plaintiff's papers in support of the Settlement, and any application for award of attorney's  
4 fees and costs to Class Counsel, incentive award to the Representative Plaintiff, and claims administration  
5 costs to the Claims Administrator, shall be filed with the Court within the timeframe set forth in paragraph  
6 11, *supra*. The hearing date may be continued without further notice to the class.

7 f. The deadlines for Class Members' written objections, Challenges to Workweeks  
8 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45  
9 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The  
10 Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

11 (8) Should the proposed Settlement be approved, following the final approval hearing, this  
12 Court shall enter judgment in the above-captioned matter in accordance with the Settlement that will  
13 adjudicate the rights of all class members who do not opt out, including the named Plaintiff.

14 (9) The Court will consider whether to approve Class Counsel's request for attorney's fees  
15 and costs, incentive awards to the Class Representative, and payment of Claims Administration expenses  
16 from the maximum settlement amount at final approval.

17 (10) All members of the Settlement Class shall be bound by all determinations and judgments  
18 made in accordance with the Settlement Agreement, whether favorable or unfavorable to the Settlement  
19 Class.

20 (11) Any member of the Participating Class Members may send written objections to the  
21 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in  
22 Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.  
23 A Participating Class Member who elects to send a written objection to the Administrator must do so not  
24 later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for  
25 Class Members whose Class Notice was re-mailed).

26 (12) The Court reserves the right to adjourn the date of the Final Fairness Hearing without  
27 further notice to the members of the Settlement Class and retains jurisdiction to consider all further  
28 applications arising out of or connected with the proposed Settlement Agreement. The Court may

1 approve the Settlement Agreement, with such modifications as may be agreed to by the settling Parties,  
2 if appropriate, without further notice to the members of the Settlement Class.

3  
4 IT IS SO ORDERED.



*Carolyn B. Kuhl*

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6 DATED: 01/30/2025, 2025

Carolyn B. Kuhl / Judge

Judge of the Superior Court

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