

Lizeth Marin
(SIGNATURE)

FILED
San Diego Superior Court

AUG 21 2026

Clerk of the Superior Court
By: V. Secaur, Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MARISSA RIEMANN, individually, and on
behalf of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

QUANTUM DESIGN, INC.; QUANTUM
DESIGN INTERNATIONAL, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 24CU009870C

Honorable Katherine A. Bacal
Department C-63

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

Date: August 21, 2026
Time: 1:30 p.m.
Dept.: C-63

Complaint Filed: September 6, 2024
FAC Filed: November 12, 2024
Trial Date: Not Set

1 Plaintiff Marissa Riemann's ("Plaintiff") Motion for Final Approval of Class Action and
2 PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration
3 Costs came before this Court on August 21, 2026 at 1:30 p.m. before the Honorable ~~Katherine A.~~ ^{Judy S.}
4 ~~Bae~~ ^{Bae} in Department C-63 of the above-captioned Court located at 330 West Broadway, San Diego,
5 California 92101.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 ("Settlement Agreement" or "Settlement"), Plaintiff's Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Lizeth Marin),
10 the Class Representative (Marissa Riemann), and the Settlement Administrator (Garvin Brown on
11 behalf of ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction
12 with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents
13 thereto, the Court grants Final Approval of the Settlement and HEREBY ORDERS AND MAKES
14 THE FOLLOWING DETERMINATION:

15 1. The Court, for purposes of this Final Approval Order and Judgment, refers to all
16 defined terms as set forth in the Settlement Agreement.

17 2. This Court has jurisdiction over the subject matter of the above-captioned action and
18 over Plaintiff and Defendants Quantum Design, Inc. and Quantum Design International, Inc. (together,
19 "Defendants") (collectively, with Plaintiff, the "Parties"), including all members of the Class.

20 3. The Court finds that the following Class is properly certified as a class for settlement
21 purposes only: "All current and former non-exempt employees who worked for Defendants in
22 California at any time during the Class Period." The "Class Period" is defined as the period from
23 September 6, 2020 through November 3, 2025.

24 4. The Court appoints Plaintiff Marissa Riemann as the Class Representative for
25 settlement purposes only.

26 5. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
27 Rose, Jared C. Osborne, and Lizeth Marin of Blackstone Law, APC as Class Counsel for settlement
28 purposes only.

1 6. The Court appoints ILYM Group, Inc. as the Settlement Administrator to administer
2 the Settlement pursuant to the terms of the Settlement Agreement.

3 7. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
4 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
5 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
6 any other applicable law, and constitutes the best notice practicable under the circumstances, by
7 providing individual notice to all Class Members who could be identified through reasonable effort,
8 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
9 other Class Members. The Class Notice fully satisfied the requirements of due process.

10 8. The Court finds the Settlement was entered into in good faith, that the Settlement is
11 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
12 requirements for final approval of this class action and PAGA settlement under California law,
13 including the provisions of California Code of Civil Procedure section 382 and California Rules of
14 Court, Rule 3.769.

15 9. The Settlement is not an admission by Defendants, or by any other Released Party, nor
16 is this Final Approval Order and Judgment a finding of the validity of any allegations or of any
17 wrongdoing by Defendants or any other Released Party. Neither this Final Approval Order and
18 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
19 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
20 concession, or liability whatsoever by or against Defendants or any of the other Released Parties.

21 10. The Court finds that Cynthia Kinnard has validly and timely opted out of the Class
22 Settlement and no Settlement Class Members have objected to the Class Settlement.

23 11. Defendants shall pay the Gross Settlement Amount of \$1,290,000.00 according to the
24 terms of the Settlement Agreement.

25 12. In addition to any recovery that Plaintiff may receive under the Settlement as a
26 Settlement Class Member and PAGA Employee, and in recognition of Plaintiff’s efforts on behalf of
27 the Class, the Court hereby approves the payment from the Gross Settlement Amount of an
28 Enhancement Payment to Plaintiff in the amount of \$10,000.00.

1 13. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
2 \$425,700.00
3 to Class Counsel in the sum of ~~\$451,500.00~~ and reimbursement of actual litigation costs and expenses
4 to Class Counsel in the sum of \$26,356.17. The attorneys' fees and reimbursement of litigation costs
5 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
6 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
7 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
8 obtained for the Class.

9 14. The Court approves and orders payment from the Gross Settlement Amount in the
10 amount of \$7,250.00 in Settlement Administration Costs to ILYM Group, Inc. for performance of
11 settlement administration services.

12 15. The Court approves and orders payment in the amount of \$32,500.00 to the California
13 Labor Workforce and Development Agency ("LWDA") as 65% of the payment allocated toward
14 PAGA penalties.

15 16. It is hereby ordered that within five (5) business days after the Effective Date,
16 Defendants will deposit the Gross Settlement Amount into an account established by the Settlement
17 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

18 17. It is hereby ordered that within five (5) business days after Defendants fund the Gross
19 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
20 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and
21 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
22 Settlement Administration Costs to itself, as set forth in the Settlement Agreement.

23 18. Each Individual Settlement Payment and Individual PAGA Payment check will be
24 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
25 issued, and thereafter, will be canceled. Any funds associated with such canceled checks are to be
26 distributed by the Settlement Administrator to the California Controller's Unclaimed Property
27 Division in the name of the Settlement Class Member and/or PAGA Employee.

28 19. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,

1 compromised, relinquished, and discharged the Released Parties of all of the following claims, that
2 were actually alleged or that could have been alleged in the Operative Complaint, arising during the
3 Class Period, as well as any and all wage and hour claims and that were asserted or could have been
4 asserted in the Operative Complaint, arising during the Class Period, based on the factual or legal
5 allegations contained in the Operative Complaint in the Action, including: (a) failure to pay all wages
6 owed (minimum wage and overtime), whether due to alleged off-the-clock work, alleged failure to
7 correctly calculate the regular rate of pay, or any other theory of liability for the underpayment of the
8 minimum wage or overtime; (b) failure to provide duty-free meal periods or pay premiums at the
9 regular rate of pay in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums
10 at the regular rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties;
11 (f) failure to timely pay wages during employment; (g) failure to provide accurate wage statements;
12 (h) unfair business practices; (i) claims for violation of the provisions of the applicable IWC Wage
13 Order(s) regarding minimum wage, overtime, meal periods, and rest periods, as well as allegations
14 regarding the late payment of wages during employment and of final wages, inaccurate wage
15 statements, and failure to reimburse business expenses; (j) claims for attorney's fees and costs in
16 connection therewith; and (k) any other claims, remedies, penalties, or interest that could have been
17 plead based on the facts alleged in the Operative Complaint during the Class Period (collectively,
18 "Released Class Claims").

19 20. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
20 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
21 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
22 Released Parties of any and all claims for civil penalties under PAGA that were actually alleged or
23 that could have been alleged based on the factual or legal allegations in the Operative Complaint and/or
24 PAGA Letter, arising during the PAGA Period, including, but not limited to: (a) PAGA penalties for
25 alleged violations of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558,
26 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2699, *et. seq.*, claims for violation of
27 the provisions of the applicable IWC Wage Order(s) regarding minimum wage, overtime, meal periods
28 and rest periods, as well as allegations regarding the late payment of wages during employment and

1 of final wages, inaccurate wage statements, and failure to reimburse business expenses; and (b) claims
2 for attorney's fees and costs related thereto (collectively, "Released PAGA Claims").

3 21. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
4 individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled,
5 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
6 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of
7 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
8 unasserted, arising out of, relating to, or resulting from her employment and/or separation of
9 employment with Defendants, which Plaintiff, at any time up until the execution of the Settlement
10 Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be
11 broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
12 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law,
13 such as, but not limited to, any pending workers' compensation claim or unemployment or disability
14 benefits claims. Any and all rights granted under any state or federal law or regulation limiting the
15 effect of the Settlement Agreement, including the provisions of Section 1542 of the California Civil
16 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
17 follows:

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

23 22. "Released Parties" means Defendants as well as their current and former parent,
24 affiliated organizations, shareholders, officers, directors, management employees, and attorneys.

25 23. Under California Code of Civil Procedure section 664.6., this Court shall retain
26 jurisdiction with respect to all matters related to the administration and consummation of the
27 Settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the
28

1 Action, including but not limited to all matters related to the Settlement and the determination of all
2 controversies relating thereto.

3 24. Class Counsel shall submit a copy of this Final Approval Order and Judgment to the
4 LWDA within ten (10) days of entry of this Final Approval Order and Judgment.

5 25. Notice of entry of this Final Approval Order and Judgment shall be given to the Class
6 Members by posting a copy of this Order and Judgment on the Settlement Administrator's website for
7 sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

8 **IT IS SO ORDERED.**

9 Dated: 8/21/2020



Honorable Katherine A. Bacal

Judy S. Bae

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On August 21, 2026, I served a copy of the following document(s):

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

on the interested parties as follows:

Jody A. Landry, Bar No. 125743

jlandry@littler.com

Stephanie A. Kierig, Bar No. 312294

skierig@littler.com

LITTLER MENDELSON, P.C.

501 W. Broadway, Suite 900

San Diego, California 92101.3577

Telephone: 619.232.0441

Fax No.: 619.232.4302

Attorneys for Defendants

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address lbautista@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:**
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 21, 2026, at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista