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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

AMANAT WAGE AND HOUR CASES

Underlying Cases:

Quezada v Amanat, et al., Superior Court of California for the County of Alameda, Case No. 22CV005346
Department 17
Honorable Sarah Sandford-Smith

Meza v Central Coast Restaurants, Inc., et al., Superior Court of California for the County of Santa Clara, Case No. 22CV402523
Department 19
Honorable Theodore C. Zayner

Tizapantzi v. Amanat, Inc., Superior Court of California for the County of Stanislaus, Case No. CV-22-004544
Department 21
Honorable John R. Mayne

Case No.: JCCP5323
Underlying Case No. 22CV005346

Honorable Somnath Raj Chatterjee
Department 21

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT

Reservation ID:	**854544916173**
Date:	November 17, 2026
Time:	2:30 p.m.
Department:	21
Complaint Filed:	January 13, 2022
Trial Date:	None Set

PLEASE TAKE NOTICE that on **November 17, 2026**, at 2:30 p.m. or as soon thereafter as the matter may be heard before the Honorable Somnath Raj Chatterjee in Department 21 of the Superior Court of the State of California, for the County of Alameda, in the Administration Building located at 1221 Oak Street, CA 94612, Plaintiff Kylee Quezada ("Plaintiff") will and hereby does move for entry of the following orders:

1. Granting approval, pursuant to California Labor Code section 2699(l)(2), of the settlement between Plaintiff and Defendants Akkam, Inc., Amanat, Inc., Anand, Inc., AV Inc., Cal Valley Jack, Inc., Central Coast Restaurants, Inc., Golden State Café, Inc., Golden State Jacks, Inc., North Bay Jack, Inc., Nor-Cal Venture Group, Inc., Parivar, Inc., Resham, Inc., Reshiv, Inc., South Bay Jack, Inc., Shiv Legacy, LLC, Turlock Jack, LLC, Vanmel, Inc., Vansh, Inc., Varris Management, Inc., Yadav, Inc., YP 486, LLC, and YP Jacks LLC (collectively referred to as "Defendants") of the claims brought pursuant to the Private Attorneys General Act of 2004 ("PAGA"), as set forth in the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to the Declaration of Charles T. Sweeny, including and not limited to, the plan of allocation and distribution of the Total Settlement Amount for payment of the LWDA Payment to the California Labor and Workforce Development Agency ("LWDA"), Individual Settlement Shares to the Aggrieved Employees, Attorneys' Fees and Costs to Plaintiff's Counsel, Settlement Administration Costs to the PAGA Settlement Administrator, and General Release Fee to Plaintiff;
2. Approving the Net Settlement Amount, estimated to be $2,902,950.57, which will be distributed to the LWDA and the Aggrieved Employees, pursuant to California Labor Code section 2699(i), of which seventy-five percent (75%) will be paid to the LWDA ("LWDA Payment") and twenty-five percent (25%) will be paid to the Aggrieved Employees ("Employees' Portion");
3. Appointing Phoenix Class Action Settlement Administrators ("Phoenix") as the PAGA Settlement Administrator, to handle the administration of the Settlement;
4. Directing Defendants to transmit the Total Settlement Amount into a qualified settlement

account established by the PAGA Settlement Administrator for administration of the Settlement, and directing the PAGA Settlement Administrator to distribute the Total Settlement Amount in accordance with the Settlement Agreement;

5. Directing the mailing of Individual Settlement Share checks to the Aggrieved Employees along with the Cover Letter, which is substantially similar in content and form to that attached as "**EXHIBIT A**" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq*.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs ("[Proposed] Order and Judgment") filed concurrently herewith;
6. Awarding $10,000.00 to Plaintiff Kylee Quezada as her General Release Fee;
7. Awarding $57,746.92 to the PAGA Settlement Administrator as Settlement Administration Costs; and
8. Awarding to Sweeny Law, PC and Lawyers *for* Justice, PC ("Plaintiff's Counsel") the amount of $1,610,000.00 as compensation for reasonable attorneys' fees and the amount of $19,302.51 for reimbursement of litigation costs and expenses (together, "Attorneys' Fees and Costs"), pursuant to California Labor Code section 2699(g)(1).

The Settlement Agreement and moving and supporting papers for this motion are being concurrently submitted to the California Labor and Workforce Development Agency in conformity with California Labor Code section 2699(l)(2).

This motion[1] is based upon the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Plaintiff's Counsel (Charles T. Sweeny and Yasmin Hosseini) and Plaintiff Kylee Quezada in support thereof, as well as the pleadings and other records on file with the Court and any evidence and oral argument that presented at the hearing on this motion.

Dated: October 12, 2026

SWEENY LAW, PC

By: _____

Charles T. Sweeny
Attorneys for Plaintiff

[1] Which exceeds 15 pages is also filed under Rule 3.1113(e) of the California Rules of Court, which permits the Court to extend the page limit for memoranda. Given the complexities, Plaintiff submits that the additional pages are appropriate and should be considered.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Kylee Quezada seeks approval of a $4,600,000.00 Private Attorneys General Act Settlement on behalf of all current and former non-exempt employees of Defendants who worked at a Jack in the Box restaurant in the State of California at any time between November 9, 2020 to May 18, 2026 (the "PAGA Period"). (Private Attorneys General Act Settlement Agreement and Release ["Settlement Agreement"], attached as "**EXHIBIT 1**" to the Declaration of Charles T. Sweeny ["Sweeny Decl."]).

Under the terms of the settlement, Defendants do not oppose Plaintiff's Counsel's application for a reasonable award of attorneys' fees not to exceed thirty-five percent (35%) of the Total Settlement Amount, actual and reasonable out-of-pocket litigation costs and expenses, which are $19,302.51 to date, administration expenses of $57,746.92, and a General Release Fee to Plaintiff of $10,000.00, subject to approval and award by the Court. (Settlement Agreement, §§ 3(a)(1)–(3)).

Assuming the Court approves the deductions from the Total Settlement Amount, and assuming the escalator clause is not triggered,[2] there will be an estimated Net Settlement Amount of $2,902,950.57, will be distributed in the amounts reflected in the table below:

Total Settlement Amount ("TSA")	**$4,600,000.00**
Attorneys' Fees (35% of TSA)	$1,610,000.00
Litigation Costs and Expenses	$19,302.51
Settlement Administration Costs	$57,746.92
General Release Fee	$10,000.00
Net Settlement Amount ("NSA")	**$2,902,950.57**
LWDA Payment (75% of NSA)	$2,177,212.93
Employees' Portion (25% of NSA)	$725,737.64

[2] Under § 3(a)(5) of the Settlement Agreement, Defendants have materially represented that the Aggrieved Employees have worked a total of no greater than 392,140 Compensable Pay Periods during the PAGA Period. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 392,140 (i.e., if there are 431,354 or more Compensable Pay Periods), Defendants shall pay an additional sum on a pro-rata basis proportionate to the increase in Compensable Pay Periods over 431,354 (for example, if the number of Compensable Pay Periods is 431,355, Defendants shall pay an additional 1/431,354th of the Total Settlement Amount)

The Settlement will release claims for penalties under PAGA for approximately 17,861 Aggrieved Employees who Defendants have represented worked no greater than 392,140 Compensable Pay Periods during the PAGA Period, subject to the escalation provision in Section 3(a)(5) of the Settlement Agreement. Defendants will fund the Total Settlement Amount in four equal installments over eighteen months. The first installment is due within 30 calendar days after the Effective Date, or by January 31, 2027, whichever is later; the second, third, and final installments are due at successive 180-day intervals. (Settlement Agreement, §§ 5(c) and 7(a)).

The Settlement is fair and reasonable. It was negotiated at arm's length by experienced counsel and involved mediation and protracted arms-length negotiations thereafter. The Settlement follows a robust, pre-mediation exchange of data and documents and formal discovery. It meets the requirements for approval under the relevant fairness factors, the strength of the PAGA claim, the risk, expense, and complexity of further litigation, the benefit conferred by the Settlement, the scope of the release of claims, and the experience and views of counsel.

For those reasons, and the ones that follow, the Court should grant this motion, approve the Settlement, and enter judgment.

II. FACTUAL BACKGROUND AND RELEVANT PROCEDURAL HISTORY

A. Defendants' Operations and Plaintiff's Employment

Defendants[3] operate Jack in the Box franchise restaurants in California. During the relevant period, Defendants collectively operated at least seventy-three locations in California. (Sweeny Decl., ¶ 10). Plaintiff Kylee Quezada is one of Defendants' former employees. (Sweeny Decl., ¶ 10).

B. Commencement of the Action

Prior to commencing this lawsuit, on November 9, 2021, Plaintiff provided the LWDA and Defendants Amanat, Inc.; Anand, Inc.; Akkam, Inc.; Central Coast Restaurants, Inc.; Nor-Cal Venture Group, Inc.; AV Inc.; Resham, Inc.; Golden State Cafe, Inc.; Parivar, Inc.; Vanil, Inc.; Reshiv, Inc.; Vanmel, Inc.; Varris Management, Inc.; Vansh, Inc.; Yadav Enterprises, Inc.; Yadav, Inc.; and Anil

[3] In the Settlement Agreement, and in the [Proposed] First Amended Complaint, which the Parties are concurrently stipulating for leave to file, Defendants are: Akkam, Inc., Amanat, Inc., Anand, Inc., AV Inc., Cal Valley Jack, Inc., Central Coast Restaurants, Inc., Golden State Café, Inc., Golden State Jacks, Inc., North Bay Jack, Inc., Nor-Cal Venture Group, Inc., Parivar, Inc., Resham, Inc., Reshiv, Inc., South Bay Jack, Inc., Shiv Legacy, LLC, Turlock Jack, LLC, Vanmel, Inc., Vansh, Inc., Varris Management, Inc., Yadav, Inc., YP 486, LLC, and YP Jacks LLC.

Yadav, with written notice of her intent to assert a claim for civil penalties under PAGA against them and their unnamed "affiliates." (the "Original PAGA Notice"). (Sweeny Decl., ¶ 11).

On January 13, 2022, Plaintiff filed a Complaint for Enforcement Under PAGA against the parties named in the Original PAGA Notice (the "Originally Named Defendants"), under Case No. 22CV005346 (the "Action"). (Sweeny Decl., ¶ 12). Her core allegation is that the Originally Named Defendants and their unnamed affiliates violated the California Labor Code by engaging in a uniform practice and procedure of failing to pay their nonexempt workforce proper overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs. (Sweeny Decl., ¶ 12).

On October 6, 2022, Originally Named Defendants filed an Answer to the Operative Complaint, asserting that they have always maintained legally compliant employment policies and practices. (Sweeny Decl., ¶ 13). Defendants continue to deny that they violated the California Labor Code. (Sweeny Decl., ¶ 13).

C. Mediation, Motion Practice, and Coordination Proceedings

In May 2022, the parties agreed to stay formal discovery while pursuing informal discovery and early mediation. (Sweeny Decl., ¶ 14). After the United States Supreme Court decided *Viking River Cruises, Inc. v. Moriana*, Originally Named Defendants moved in January 2023 to compel arbitration of Plaintiff's individual PAGA claim and dismiss her non-individual PAGA claim. (Sweeny Decl., ¶ 14).The parties thereafter stipulated to continuances of the motion's hearing and briefing schedule to facilitate information exchange, mediation, and further analysis of time-and-wage data nonexempt employees. (Sweeny Decl., ¶ 14). Following the California Supreme Court's decision in *Adolph v. Uber Technologies, Inc.*, which confirmed that compelling individual PAGA claims to arbitration does not eliminate an aggrieved employee's standing to litigate non-individual PAGA claims in court, Originally Named Defendants withdrew their motion on April 17, 2024. (Sweeny Decl., ¶ 14).

On February 29, 2024, the parties participated in a full-day mediation with the Honorable

Richard L. Gilbert, a respected former judge and mediator with experience in complex labor and employment matters. (Sweeny Decl., ¶ 15). The matter did not resolve at mediation, so the parties continued to litigate. (Sweeny Decl., ¶ 15).

Meanwhile, on August 29, 2022, an individual named Claudia Meza filed a separate PAGA enforcement action in Santa Clara County Superior Court, *Meza v. Central Coast Restaurants, Inc., et al*., Case No. 22CV402523 (the "*Meza* Action"), against the same corporate defendants named in Quezada's earlier-filed Action. (Sweeny Decl., ¶ 17). Meza had submitted her LWDA notice on June 24, 2022, after Quezada's November 9, 2021 notice and January 13, 2022 complaint. Plaintiff's counsel reviewed the action and identified substantial overlap between the two actions' underlying Labor Code theories and covered employees, including alleged failures to pay overtime and minimum wages, provide compliant meal and rest periods, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business expenses. (Sweeny Decl., ¶ 17). These overlapping allegations presented common questions concerning Defendants' wage-and-hour practices and created the prospect of duplicative discovery, motion practice, and inconsistent rulings in separate courts. (Sweeny Decl., ¶ 17).

In light of these substantially overlapping claims, on March 21, 2024, Plaintiff petitioned to coordinate this Action with the *Meza* Action, and with another related matter entitled *Tizapantzi v. Amanat, Inc.*, Stanislaus County Superior Court Case No. CV-22-004544, which does not allege any PAGA claims. (Sweeny Decl., ¶ 18). Originally Named Defendants and Plaintiff Meza opposed coordination; Meza filed a written opposition on April 12, 2024, requesting that the petition be denied and that no coordination motion judge be assigned. (Sweeny Decl., ¶ 18). The Judicial Council appointed a coordination motion judge to consider the petition. (Sweeny Decl., ¶ 18).

Obtaining coordination required sustained work by Plaintiff's counsel beyond preparing the petition and supporting papers; Quezada's counsel contested a November 2024 tentative ruling denying coordination, presented argument concerning the unavailability of alternative procedural mechanisms for bringing the actions together, and continued to advocate for coordination at hearings in January and February 2025. (Sweeny Decl., ¶ 18). Ultimately, the Court ruled in favor of coordination at the February 25, 2025 hearing, and a written coordination order followed on April 22,

2025. (Sweeny Decl., ¶ 19). The resulting order coordinated all three actions for pretrial purposes in Alameda County Superior Court under the title Amanat Wage and Hour Cases, JCCP No. 5323. (Sweeny Decl., ¶ 19).

On April 25, 2024, the Court stayed this Action in its entirety pending determination of Plaintiff's petition for coordination. (Sweeny Decl., ¶ 16). The stay remained in effect pending entry of the written coordination order. Although that order was entered on April 22, 2025, Plaintiff's counsel did not receive notice until May 6, 2025, and promptly filed notice in the underlying proceedings. (Sweeny Decl., ¶ 19). During the lengthy period encompassed by the coordination-related stay, Plaintiff's counsel continued discussing settlement with Defendants following the February 29, 2024 mediation. (Sweeny Decl., ¶ 19).

Meanwhile, in April 2024, Defendants withdrew their arbitration motion in light of *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104. (Sweeny Decl., ¶ 14).

D. Discovery Efforts

On March 14, 2024, and March 19, 2024, Plaintiff served hundreds of pages of written discovery requests, including sets for each of the 17 separately-named Defendants. (Sweeny Decl., ¶¶ 20–21). Plaintiff also noticed the depositions of Person(s) Most Knowledgeable concerning various corporate organizational topics and other wage and hour issues, and in those notices included extensive document demands. (Sweeny Decl., ¶¶ 20–22).

These written discovery sets and deposition notices sought information and documents regarding Defendants' organizational structure; the identities, job classifications, duties, and compensation of hourly and non-exempt employees; timekeeping systems and practices; meal and rest period policies and practices; payroll and wage-statement records; reimbursement policies; employment policies and acknowledgments; and matters relevant to the alleged PAGA violations. (Sweeny Decl., ¶ 22).

On April 16, 2024, and April 22, 2024, Defendants served written discovery responses and objected to the three noticed PMK depositions. (Sweeny Decl., ¶ 22).

Subsequent meet and confer efforts spanned several months thereafter, and involved discovery and future case progress, including the uncompleted PMK depositions and related document demands.

(Sweeny Decl., ¶ 23).

During the lengthy period encompassed by the coordination-related stay, Plaintiff's counsel continued pursuing coordination and discussing settlement with Defendants. Following receipt of notice of the written coordination order, Plaintiff's counsel worked with counsel for Plaintiff Meza to coordinate further discovery, met and conferred with Defendants regarding discovery and case progression, and noticed additional depositions for July 2025. (Sweeny Decl., ¶¶ 19, 24).

In July 2025, Defendants' former counsel, Akerman LLP, which represented them during most of the litigation, was replaced by in-house counsel, and in July 2025, Plaintiff, in coordination with Plaintiff Meza, noticed additional depositions of Anil Yadav, as well as Person(s) Most Knowledgeable within Amanat, Inc. and Central Coast Restaurants, Inc., regarding various corporate organizational topics and other topics. (Sweeny Decl., ¶¶ 23–24).

E. Continued Settlement Efforts

Defendants subsequently substituted counsel once again to their current counsel, Gordon Rees Scully Mansukhani, LLP. (Sweeny Decl., ¶ 26). After the substitution to Gordon Rees Scully Mansukhani, LLP, the parties renewed settlement negotiations, building on the prior mediation and the settlement discussions that continued during the coordination proceedings. (Sweeny Decl., ¶ 26). Those negotiations occurred after the litigation and formal and informal discovery described above, and involved extensive further evaluation of the claims, defenses, available evidence, potential exposure, and risks associated with continued representative-action litigation. (Sweeny Decl., ¶ 26).

Following these extended arms-length negotiations, on June 10, 2026, Plaintiff filed an amended PAGA Notice (the "Amended PAGA Notice") that included additional facts and theories, and substituted specific entities that only were previously identified, generally, as "affiliates" or "subsidiaries," of the Defendants that were named in the Original PAGA Notice, Plaintiff believed was warranted based on the records obtained in advance of mediation and information received thereafter. (Sweeny Decl., ¶ 27).

Thereafter, and after extensive continued negotiations, the Parties finally agreed to the terms of the agreement that is set forth herein, and it was fully executed on August 24, 2026. (Sweeny Decl., ¶ 28).

In addition, the Parties agreed to enter a stipulation giving Plaintiff leave to file a [Proposed] First Amended Complaint For Enforcement Under The Private Attorneys General Act, California Labor Code § 2698 Et Seq. (the "First Amended Complaint"), that corresponds to the Amended PAGA Notice. (Sweeny Decl., ¶ 28). That stipulation is being filed concurrently alongside this motion.

Plaintiff now moves for an order granting approval of the Settlement. The Settlement Agreement and moving and supporting papers for this motion are being submitted to the LWDA, concurrently with this filing. (Sweeny Decl., ¶ 28).

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Employees Whose PAGA Claims are Covered by the Settlement

The Settlement covers the following individuals: ***all current and former hourly-paid or non-exempt employees of Defendants who worked at a Jack in the Box restaurant in the State of California at any time during the PAGA Period***. (Settlement Agreement, § 3(a)(5)). The PAGA Period is November 9, 2020 to May 18, 2026. (Settlement Agreement, § 3(a)(5)). Based on information exchanged before and after mediation, there are approximately 17,861 Aggrieved Employees, and Defendants have materially represented that the Aggrieved Employees worked no greater than 392,140 Compensable Pay Periods during the PAGA Period, subject to the escalation provision in Section 3(a)(5) of the Settlement Agreement. (Settlement Agreement, § 3(a)(5), and Sweeny Decl., ¶ 30).

B. The Total Settlement Amount

Under the terms of the Settlement Agreement, Defendants will pay a Total Settlement Amount of $4,600,000.00. (Settlement Agreement, § 3(a), and Sweeny Decl., ¶ 32).

C. The Net Settlement Amount

The Net Settlement Amount will be the Total Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs consisting of attorneys' fees of $1,610,000.00 and reimbursement of all reasonable litigation costs and expenses estimated to be $19,302.51 to Plaintiff's Counsel; (2) General Release Fee of $10,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to $60,000.00, but are currently estimated to be $57,746.92, to Phoenix Class Action Settlement Administrators ("Phoenix" or "PAGA Settlement Administrator"). (Settlement Agreement, §§ 3(a)(1)-(4)).

The Net Settlement Amount is currently estimated to be $2,902,950.57.

D. The Disbursement Protocols and Formula for Settlement Shares

Defendants will transmit the Total Settlement Amount to the PAGA Settlement Administrator in four equal installments over eighteen months. (Settlement Agreement, §§ 5(c) and 7(a)). The first installment is due within 30 calendar days after the Effective Date, or by January 31, 2027, whichever is later; the second, third, and final installments are due at successive 180-day intervals. (Settlement Agreement, § 5(c)). Within 14 calendar days after the Court's approval order, Defendants will provide the PAGA Settlement Administrator with the Aggrieved Employees List. (Settlement Agreement, § 7(c)(1)). No later than 14 calendar days after receiving both the Total Settlement Amount and the Aggrieved Employees List, the PAGA Settlement Administrator will mail the Cover Letter and Individual Settlement Share checks to all Aggrieved Employees, transmit the LWDA Payment to the LWDA, transmit the Attorneys' Fees and Costs to Plaintiff's Counsel unless otherwise instructed by Plaintiff's Counsel, and transmit the General Release Fee to Plaintiff. After the PAGA Settlement Packages have been mailed to all Aggrieved Employees, the PAGA Settlement Administrator will transmit the Settlement Administration Costs to itself within the same 14-calendar-day period. (Settlement Agreement, §§ 7(c)(3) and 7(d)–(g)).

Seventy-five percent (75%) of the Net Settlement Amount (or approximately $2,177,212.93) will be distributed to the LWDA (i.e., LWDA Payment) and twenty-five percent (25%) of the Net Settlement Amount (or approximately $725,737.64) (i.e., Employees' Portion) will be distributed to the Aggrieved Employees on a *pro rata* basis, based on their Compensable Pay Periods. (Settlement Agreement, § 3(a)(5)).

The payments to Aggrieved Employees for their Individual Settlement Share are considered 100% penalties to be reported on IRS Form 1099, if required. (Settlement Agreement, §§ 3(a)(6) & 7(b)(1)).

The Individual Settlement Share checks issued to Aggrieved Employees will remain valid for 180 calendar days, and thereafter, will be canceled. (Settlement Agreement, § 7(c)(4)). Funds associated with canceled checks will be transmitted to the Greg E. Knoll Justice Gap Fund in the amount of that Aggrieved Employee's respective Individual Settlement Share(s). (Settlement

Agreement, § 7(c)(4)).

E. The Release of Claims

Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, of and from the Action and Released Claims.

> The "Released Claims" are any and all claims for Civil Penalties pursuant to Labor Code sections 2698 et seq. ("PAGA"), that were pled or could have been pled based on the factual allegations in the anticipated operative First Amended Complaint filed in the Action and the Amended PAGA Notice, or any amendments thereto, including specifically, claims for PAGA penalties arising out of or based on alleged: failure to pay minimum wages, failure to pay overtime wages, failure to pay sick leave, improper tip pooling, failure to provide compliant meal periods, failure to timely pay wages during employment, failure to provide timely wages during employment or upon separation, failure to provide accurate itemized wage statements, failure to maintain accurate payroll records, failure to provide employment records upon request, failure to reimburse necessary business expenses, failure to provide a safe and healthy environment, failure to provide adequate seating, failure to provide adequate resting facility, failure to comply with lactation accommodation requirements, and any of the above claims arising out of the alleged misclassification of exempt employees. This release includes all claims for civil penalties arising under the California Labor Code, including Labor Code sections 96, 98, 200, 201, 201.3, 202, 203, 204, 210, 216, 218.5, 218.6, 221, 223, 224, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 245, 245.8, 246, 432, 432.5, 432.7, 351, 510, 512, 516, 551, 552, 558, 558.1, 6400, 6401, 6401.7, 6401.9, 6317, 6402, 6403, 6407, 1030, 1033, 1102.5, 1174, 1174(3), 1174.5, 1182, 1194, 1197, 1197.1, 1197.14, 1197.5, 1198, 1198.5, 1199, 1527, 2802, 2804, 2810.5, 3366, 3457, 8397.4 and the applicable Wage Orders of the Industrial Welfare Commission.
>
> The "Released Parties" are Defendants, including any other person or entity against whom a joint employer relationship could be alleged, and all of their respective parent, subsidiary, affiliated and related companies and entities, as well as its/their officers, directors, investors, owners, shareholders, employees, partners, members, agents, and attorneys, and any entities or partnerships with which they are affiliated, past or present, as well as Anil Yadav in his individual capacity.

(Settlement Agreement, § 8(a)).

F. No Right to Object to or Opt Out of the PAGA Settlement

The Settlement is consistent with the law, and there is no requirement that the Aggrieved Employees be provided with a mechanism to opt out of or object to the Settlement.

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IV. THE SETTLEMENT IS FAIR AND SHOULD BE APPROVED

The Settlement resulted from hard-fought negotiations, fulfills the objectives of the PAGA statute, is fair, adequate, and reasonable, and meets all the criteria for approval for the reasons discussed below.

A. This Settlement is Presumed Fair Because It is the Result of Serious, Informed, Non-Collusive Negotiations

The Settlement is presumptively fair because: (1) it is the product of adversarial non-collusive, and arm's-length negotiations; (2) it was negotiated by counsel with significant experience in similar complex labor and employment matters; and (3) it occurred after counsel for the Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA claim, and risks and expenses of litigating this claim through trial. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245).

In the course of litigation and after engaging in significant investigations, formal and informal discovery, and the exchange of information, data and documents, the Parties participated in extensive settlement discussions and negotiations to try to resolve the lawsuit. (Declaration of Yasmin Hosseini ["Hosseini Decl."], ¶ 9; Sweeny Decl., ¶ 35). These efforts included participating in a formal mediation conducted by the Honorable Richard L. Gilbert, a well-respected former judge and mediator experienced in mediating complex labor and employment matters, along with post-mediation settlement discussions. (*Ibid.*). In the course of mediation and settlement negotiations (including post-mediation settlement negotiations), the Parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theories, meal and rest periods, regular rate of pay, rounding, non-payment of premiums, unreimbursed business expenses, wage statements, and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. (*Ibid.*). During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. (*Ibid.*).

Based on all of the information available to the Parties, this matter is well-suited for settlement given the strengths and weaknesses of the PAGA claim. (Hosseini Decl., ¶¶ 9–10, and 16; Sweeny Decl., ¶¶ 36–39). Plaintiff and Plaintiff's Counsel believe that the settlement is a fair, adequate, and

reasonable resolution of this matter. (Hosseini Decl., ¶ 16; Sweeny Decl., ¶ 47). Plaintiff's Counsel have extensive experience handling representative and class action wage-and-hour litigation and used that experience to achieve a settlement recovery for Plaintiff, the State of California, and the Aggrieved Employees. (Hosseini Decl., ¶¶ 1-5; Sweeny Decl., ¶¶ 1-8). Therefore, the Court should give considerable weight to the competency, experience, and opinion of counsel and the involvement of a neutral mediator in assuring that the settlement is a product of arm's length bargaining. (*Kirkorian v. Borelli* (N.D. Cal. 1988) 695 F.Supp. 446, 451 [opinion of experienced counsel is entitled to considerable weight]).

B. The Settlement Avoids Risky, Complex, and Lengthy Further Litigation

Prior to reaching the Settlement, the Parties investigated the veracity, strength, and scope of the PAGA claim and allegations. (Hosseini Decl., ¶ 10; Sweeny Decl., ¶¶ 36–39). The Parties exchanged extensive information, documents, and data relevant to Plaintiff's claims and Defendants' defenses thereto, including, and not limited to, Plaintiff's employment records, Aggrieved Employees' time and payroll data, company policies, internal memoranda, company policy acknowledgements, Defendants' operations and employment practices, Defendants' forms, procedures, and policies, among other information and documents, among other documents. (*Ibid.*). Counsel for the Parties undertook significant investigation, and also invested time reviewing and analyzing relevant information, documents, and data to evaluate the PAGA claim and related allegations, including calculating the potential monetary recovery under PAGA. (*Ibid.*). Other work performed by Plaintiff's Counsel included: meeting and conferring with Defendants' counsel regarding the pleadings, case management, discovery, mediation, and settlement negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers (e.g., with respect to opposing Defendants' motion to compel arbitration, Plaintiff's petition for coordination papers, and Plaintiff's settlement approval motion papers), briefs for settlement negotiations and mediation, and the settlement agreement; propounding written discovery requests and notices of depositions of Defendants' persons most knowledgeable designees and reviewing Defendants' objections and responses thereto; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings.

(Hosseini Decl., ¶ 10; Sweeny Decl., ¶¶ 36–39).

Had the case not settled, the Parties would have conducted extensive additional formal discovery, including multiple depositions of party and percipient witnesses, to prepare the case for trial. Even if Defendants failed on their defenses, litigating a complex PAGA action is inherently expensive, and the litigation could continue beyond entry of judgment if either party were to appeal adverse rulings. (Hosseini Decl., ¶ 16; Sweeny Decl., ¶¶ 36–39). Additionally, there is a real possibility that Plaintiff could recover nothing, either for herself or on behalf of other Aggrieved Employees after years of costly and labor-intensive litigation. Avoiding these risks and the likelihood of future contentious litigation, which would involve significant costs, favors settlement.

C. <u>The Settlement Is a Fair, Adequate, and Reasonable Compromise of Claims</u>

The Settlement provides significant benefits to the State of California and the Aggrieved Employees and falls well-within the range of acceptable settlements under the circumstances. Under the Agreement, Defendants have agreed to pay a Total Settlement Amount of $4,600,000.00. (Settlement Agreement, §§ 3(a) & 3(a)(1)-(5)). The Net Settlement Amount is currently estimated to be $2,902,950.57, of which an estimated $725,737.64 is to be distributed to Aggrieved Employees and $2,177,212.93 is to be distributed to the LWDA.

The Settlement is a compromise of highly disputed claims. Plaintiff and her counsel recognize the expense and length of continued proceedings necessary to pursue the matter through trial and any possible appeals. Plaintiff and her counsel have also taken into account the uncertainty and risk of the outcome of further litigation, the difficulties and delays inherent in such litigation, and are also aware of the burdens of proof necessary to establish liability, and the difficulties in establishing Defendants' liability for, the right to recover penalties (in addition to the Court's ability to greatly reduce the penalties and not allow stacking). (Hosseini Decl., ¶¶ 9–10, and 16; Sweeny Decl., ¶¶ 36–39). Plaintiff and her counsel have also taken into account Defendants' agreement to enter into a settlement that confers significant relief upon the Aggrieved Employees and the State of California.

While Plaintiff's Counsel disagreed with Defendants' arguments and factual contentions, Plaintiff's Counsel recognized the circumstances and realities of the case, applicable case law and regulations, the extensive time and pay records produced by Defendants, the costs and expenses of

further litigation, and risks to recovery, and applied appropriate discounts for them. Plaintiff's Counsel calculated the potential and realistic values of each theory of liability under PAGA.

As is set out in more detail in Paragraph 38 of the Declaration of Charles T. Sweeny, Plaintiff's Counsel performed a thorough analysis of Defendants' potential exposure for PAGA penalties prior to entering into the Settlement, based on the estimated 17,861 Aggrieved Employees who worked approximately 392,140 Compensable Pay Periods. (*See* Moniz v. *Adecco USA, Inc.* (2021) 72 Cal.App.5th 56 (holding that a PAGA settlement must be fair, reasonable, and adequate in light of PAGA's enforcement and deterrence purposes, and explaining that the court's independent fairness assessment may consider the strength of the claims, litigation risks, and settlement amount; an exposure analysis supplies context for evaluating those factors)). (Sweeny Decl., ¶ 38). From these numbers, and by applying violation rates from what was represented to be a representative sample of documents and data, and based on the investigations that occurred, Plaintiff calculated a potential risk-adjusted value of the claims at $4,610,218.93. (Sweeny Decl., ¶ 39).

The reasonableness of the settlement is apparent from the fact that the proposed settlement is approximately 99.78% of the risk-adjusted value of the claims, from a PAGA penalties standpoint.

Considering all the facts in this case, Plaintiff and her counsel have determined that the Settlement represents a fair, adequate, and reasonable resolution of the PAGA claim, and that it is in the best interests of the Aggrieved Employees and the State of California.

D. Plaintiff's Counsel's Views and Experience Favor Settlement Approval

Plaintiff's Counsel are highly experienced in complex representative and class action wage-and-hour litigation. (Sweeny Decl., ¶¶ 1–8; Hosseini Decl., ¶¶ 1–5). In the view of Plaintiff's Counsel, the benefits conferred by the settlement are eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits provided for by the Settlement.

V. THE REQUESTED ATTORNEYS' FEES AWARD SHOULD BE APPROVED

Plaintiff is entitled to recover attorneys' fees and costs. The Settlement provides for attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount, subject to approval and award by the Court.

A. A Fee Award of a Percentage of the Entire Fund is Appropriate

The percentage fee method is preferred in representative actions because "it better approximates the workings of the marketplace than the lodestar approach." (*Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 49). Plaintiff's Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the case is well-within the range of reasonableness. Historically, courts have awarded fees as high as fifty percent (50%) of the settlement in complex actions, depending on the circumstances of the case. (*In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the $7.3 million total settlement amount); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve attorneys' fees awards "average[ing] around one-third of the recovery." (*Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 [lower court found the range of contingency fees in marketplace to be 20 to 40 percent and determined such a percentage fee was appropriate]).

Plaintiff's Counsel have litigated this case since it commenced, with the very real possibility of an unsuccessful outcome and no fee recovery of any kind. Counsel for the Parties invested significant time into this case. Plaintiff's Counsel have borne all the risks and costs of litigation and will not receive any compensation until recovery is obtained. Plaintiff's Counsel used their experience to obtain a significant settlement recovery for Plaintiff and the Aggrieved Employees. Considering the amount of fees requested, work performed, risks incurred, results obtained, and experience of Plaintiff's Counsel in handling similar matters, Plaintiff maintains that the requested attorneys' fees are reasonable and should be awarded.

B. The Requested Fee Award is Reasonable

Courts consider several factors to determine if fee awards are reasonable, including: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill requisite to perform the legal services properly; (4) the preclusion of other employment by the attorney due to the acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) the time limitation imposed by the client or the circumstances; (8) the amount involved and results obtained; (9) the experience, reputation, and ability of the attorney; (10) the undesirability of the case;

(11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. (*Camden I Condominium Ass'n, Inc. v. Dunkel* (11th Cir. 1991) 946 F. 2d 768, 772).

Before addressing the most relevant factors to this Court's fee determination, the Court should note that the percentage award is significantly less than an award that would be commensurate with the time, effort, and expense dedicated to the case, the contingent nature of Plaintiff's Counsel's representation and the risks taken in commencing the case, the results that Plaintiff's Counsel have achieved, and the value of the settlement that Plaintiff's Counsel have obtained. Thus, attorneys' fees 35% of the Total Settlement Amount are reasonable.

1. Time and Labor

Plaintiff's Counsel have used their experience and skills in litigating complex wage-and-hour actions to bring this matter to a successful conclusion. Plaintiff's Counsel dedicated the full extent of staffing and monetary resources necessary to prosecute the case with maximum efficiency and have fully and actively participated in the litigation process. The Attorney Task and Time Charts, attached as "**EXHIBIT A**" to the accompanying Declaration of Yasmin Hosseini and as "**EXHIBIT 4**" to the accompanying Declaration of Charles T. Sweeny, set forth in detail the hours that Plaintiff's Counsel have spent performing tasks in this matter. Plaintiff's Counsel have spent a collective **475.10 hours** to obtain a recovery on behalf of Plaintiff, the Aggrieved Employees, and the State of California. In light of the value of time expended and the carrying of costs involved in this litigation, the requested attorneys' fees award is fair, adequate, and reasonable.

2. The Value of the Settlement

The Settlement provides a significant combined benefit of $2,902,950.57 to the LWDA and the Aggrieved Employees and provides relief to the Aggrieved Employees that is genuine and meaningful, and consistent with the underlying purpose of the PAGA, which is proportionate to the violations alleged by Plaintiff against Defendants. Moreover, the amount of $4,600,000.00 is significant enough to deter Defendants from future violations.

3. Whether the Fee Is Fixed or Contingent

The representation provided by Plaintiff's Counsel have been wholly contingent and Plaintiff's Counsel took on this matter without knowing whether any recovery would be obtained.

(Hosseini Decl., ¶ 11). Plaintiff's Counsel have invested 475.10 hours of time to obtain relief on behalf of Plaintiff, the Aggrieved Employees, and the State of California and spent $19,309.51 in costs. (Sweeny Decl., ¶ 43, Ex. 5; Hosseini Decl., ¶ 14, Ex. B). In this case, Plaintiff's Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. (Sweeny Decl., ¶ 43; Hosseini Decl., ¶ 14).

4. The Reputation and Ability of the Attorneys

Plaintiff's Counsel are recognized class action and complex litigation law firms, and their attorneys employed their knowledge, skill, and experience to bring the case to a successful conclusion. Plaintiff's Counsel have years of wage-and-hour class action and complex litigation experience, have recovered millions of dollars on behalf of thousands of individuals in California, and have successfully handled numerous significant wage-and-hour class action and representative action cases. (Sweeny Decl., ¶¶ 1-8; Hosseini Decl., ¶¶ 1–5).

C. <u>The Requested Attorneys' Fees are Also Reasonable Under a Lodestar Crosscheck</u>

To measure reasonableness, the Court may cross-check the percentage of recovery against Plaintiff's Counsel's lodestar. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506). As set forth above in Section V.B.1, *supra*, Plaintiff's Counsel have spent a total of **475.10 hours** on this matter, with detailed tasks itemized in the charts attached to the Declarations of Charles T. Sweeny and Yasmin Hosseini. Considering the facts and circumstances of this case, as well as the results Plaintiff's Counsel have achieved, Plaintiff's Counsel have spent a reasonable number of hours on this matter.

Ultimately, Plaintiff's Counsel were successful in reaching a Settlement of $4,600,000.00. As set forth in the Declaration of Yasmin Hosseini, the professional backgrounds and experience of Lawyers *for* Justice, PC support the hourly rates for the various attorneys at Lawyers *for* Justice, PC who worked on this case. (Hosseini Decl., ¶¶ 2–6, and 13). Similarly, the Declaration of Charles T. Sweeny supports a reasonable hourly rate of compensation of at least $850 per hour for services provided by Sweeny Law, PC. (Sweeny Decl., ¶¶ 1-8, and 42). While the circumstance of every case is unique, the fact remains that the work performed and efforts undertaken by Plaintiff's Counsel in

this matter justify the requested attorneys' fees award.

The lodestar method strongly supports the reasonableness of the requested attorneys' fees award. Applying a combined hourly rate of $850 to the 310.10 hours worked by Lawyers *for* Justice, PC, and applying the rate of $850 per hour to the 165 hours worked by Sweeny Law, PC, would place a base lodestar value of $403,835.00 on the services provided by Plaintiff's Counsel, and the requested attorneys' fees award of $1,610,000.00 for Plaintiff's Counsel's services reflects a modest multiplier of approximately 3.99. Similar multipliers have been awarded in similar cases, and the total amount of fees sought by Plaintiff's Counsel is also reasonable compared to fees awarded in similar cases. Courts routinely enhance lodestar amounts based on multipliers that "range from **2 to 4 or even higher**." *Wershba, supra,* 91 Cal.App.4th at 255 (emphasis added); *see also, e.g.*, *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (approving **multiplier of 2.5**); *Vizcaino*, 290 F.3d at 1051 (approving **multiplier of 3.65**); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123 (approving **multiplier of 3.5**); *Craft v. County of San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding **multiplier of 5.2** and referring to other cases with cross-check **multipliers ranging from 4.5 to 19.6**).

Therefore, application of a modest multiplier of approximately 3.99 is warranted, and the lodestar as a cross-check to the percentage figure sought herein strongly supports the reasonableness of the requested attorneys' fees award. Plaintiff respectfully requests that the Court grant final approval of, and award, attorneys' fees in the amount of $1,610,000.00 to Plaintiff's Counsel.

VI. PLAINTIFF'S COUNSEL'S COSTS SHOULD BE APPROVED

The Settlement provides for reimbursement of all reasonable litigation costs and expenses. As set forth in the Declarations of Charles T. Sweeny and Yasmin Hosseini, Plaintiff's Counsel seek reimbursement of $19,302.51, in litigation costs and expenses. These expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. (Sweeny Decl., ¶ 43, Ex. 5; Hosseini Decl., ¶ 14, Ex. B). Accordingly, Plaintiff respectfully requests reimbursement of litigation costs and expenses to Plaintiff's Counsel in the amount of $19,302.51.

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VII. THE PROPOSED COVER LETTER SHOULD BE APPROVED

Although not required by PAGA, the Parties prepared, and now present for the Court's consideration and approval, the Cover Letter for transmission to the Aggrieved Employees along with their Individual Settlement Share checks (together, "PAGA Settlement Package(s)"), substantially in the form attached as "**EXHIBIT A"** to the [Proposed] Order and Judgment and as "EXHIBIT A" to the Settlement Agreement. The Cover Letter informs the Aggrieved Employees about the Action and the Settlement. Accordingly, Plaintiff respectfully requests that the Court approve the Cover Letter for transmission to the Aggrieved Employees at the time of disbursing their Individual Settlement Shares.

VIII. THE SETTLEMENT ADMINISTRATION COSTS SHOULD BE APPROVED

The Parties have agreed to retain Phoenix Class Action Settlement Administrators to handle the administration of the Settlement. While the Settlement Agreement provides for Settlement Administration Costs of up to $60,000.00 (Settlement Agreement, § 3(a)(3)), the fees and expenses of the PAGA Settlement Administrator are currently estimated to be $57,746.92. (Sweeny Decl., ¶ 45, Ex. 6). These costs include, but are not limited to, expenses for preparing, translating (certified translation), printing, and mailing the Cover Letter and Individual Settlement Shares checks to the Aggrieved Employees (i.e., PAGA Settlement Packages); performing skip-trace searches; re-mailing the returned PAGA Settlement Packages; and handling inquiries from Aggrieved Employees regarding the Settlement, among other things. (Sweeny Decl., ¶ 44). Accordingly, the Court should grant approval of the Settlement Administration Costs in the amount of up to $57,746.92 to Phoenix Class Action Settlement Administrators for handling the settlement process.

IX. THE PROPOSED GENERAL RELEASE FEE SHOULD BE APPROVED

The Settlement provides for a General Release Fee of $10,000.00, subject to Court approval, in consideration for Plaintiff's separate individual general release of claims. (Settlement Agreement, §§ 3(a)(2)). Plaintiff contributed considerable time and effort to the litigation of this case and acting as the PAGA representative by discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. (Sweeny Decl., ¶ 46; Declaration of Kylee Quezada ("Quezada Decl."), ¶¶ 2–

5).

The requested General Release Fee falls within the range of incentive payments typically awarded to representative plaintiffs in other wage and hour actions. (*See*, *e.g.*, *Bond v. Ferguson Enterprises, Inc*. (E.D. Cal. 2011) 2011 WL 2648879 [approving an $11,250 enhancement award to each of the two Class Representative in a trucker meal break class action]; *Ross v. US Bank National Association* (N.D. Cal. 2010) 2010 WL 3833922, at *2 [approving four separate, $20,000 enhancement awards to each of the four class representatives in a California wage-and-hour class action settlement where the Court noted the case was "was not especially complex"]; *West v. Circle K Stores, Inc*. (E.D. Cal. 2006) 2006 WL 8458679, at *7-8 ["the court finds the plaintiffs' enhancement payments of $15,000 each to be reasonable."]; *Glass v. UBS Fin. Servs*. (N.D. Cal. 2007) 2007 WL 221862, at *16-17 [approving a four separate, $25,000 enhancement awards to each of the four named class representatives in a wage and hour settlement]; *Louie v. Kaiser Found. Health Plan, Inc*. (S.D. Cal. 2008) 2008 U.S. Dist. LEXIS 78314, at *18 [approving three separate, $25,000 enhancement award for each of the three named class representatives in a California wage and hour settlement, based on their service to the class by "conducting extensive informal discovery, hiring experts to analyze discovered data, and engaging in day-long settlement negotiations with a respected mediator."]

Accordingly, it is reasonable and just for Plaintiff to receive a General Release Fee in the amount of $10,000.00, in addition to the Individual Settlement Shares she will receive as an Aggrieved Employee.

X. CONCLUSION

For these reasons, Plaintiff respectfully requests that the Court grant this motion in its entirety.

Dated: October 12, 2026

SWEENY LAW, PC

By: _____

Charles T. Sweeny
Counsel for Plaintiff Kylee Quezada

Superior Court of Alameda County Public Portal

Make a Reservation

QUEZADA vs AMANAT, INC., A CALIFORNIA CORPORATION, et al.

Case Number: 22CV005346 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2022-01-13 Location: Rene C. Davidson Courthouse - Department 21

Reservation

Case Name:
QUEZADA vs AMANAT, INC., A CALIFORNIA CORPORATION, et al.

Case Number:
22CV005346

Type:
Motion re: (MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT)

Status:
RESERVED

Filing Party:
Kylee Quezada (Plaintiff)

Location:
Rene C. Davidson Courthouse - Department 21

Date/Time:
11/17/2026 2:30 PM

Number of Motions:
1

Reservation ID:
854544916173

Confirmation Code:
CR-YVRVQEFBOXUUKJ3DC

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
Court Technology Fee	1.00	1	1.00
TOTAL			$1.00

Payment

Amount:
$1.00

Type:
Visa

Account Number:
XXXX7839

Authorization:
03170G

Payment Date:
n/a

Print Receipt | + Reserve Another Hearing | View My Reservations

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