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Attorneys for Plaintiff and the proposed class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JEFFREY HUANG QIXIAN, an individual,
on behalf of himself, others similarly situated,
and on behalf of the State of California, as a
private attorney general,

PLAINTIFF,

v.

GITIBIN & ASSOCIATES, INC., DBA GO
RENTALS; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 22CV020833

[Case Assigned for All Purposes to Hon.
Somnath Raj Chatterjee in Dept. 21]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: September 16, 2025

Time: 2:30 P.M.

Dept.: 21

Reservation ID: 831514238131

Complaint Filed: October 31, 2022

Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff Jeffrey Huang
3 Qixian (“Plaintiff”) against Defendant GITIBIN & ASSOCIATES, INC., DBA GO RENTALS
4 (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this
5 Court, on September 16, 2025.

6 **WHEREAS**, Judge Noel Wise granted preliminary approval of the Joint Stipulation of
7 Class Action and PAGA Settlement and Release (“Settlement”), attached to the concurrently-filed
8 Declaration of Eric B. Kingsley as Exhibit “1”, on February 11, 2025.

9 **WHEREAS**, Plaintiff Jeffrey Huang Qixian has applied to the Court for an order granting
10 final approval of the Settlement.

11 **WHEREAS**, the Settlement sets forth the terms and conditions for the proposed Settlement
12 and for entry of an Order of Final Approval and entry of final judgment thereon. The Court having
13 read and considered Plaintiff’s Motion for Final Approval of Class Action Settlement; Motion for
14 Approval of Attorneys’ Fees and Costs; the Declarations of [Prompt, Name of Attorney on case],
15 Jeffrey Huang Qixian; and Taylor Mitzner of Phoenix Settlement Administrators; and the
16 supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the
19 Court has subject matter jurisdiction to approve the Settlement;

20 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Settlement Class Members
24 and is hereby finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Settlement according to its terms and provisions.

27 4. The Settlement is binding on Plaintiff and all other Settlement Class Members,
28 except those who timely and properly filed Request for Exclusion, as well as their heirs, executors

1 and administrators, successors and assigns.

2 5. There are zero (0) valid requests for exclusion.

3 6. There are no objectors to the Settlement.

4 7. It is ordered that the Settlement Class is certified for settlement purposes only. The
5 Court finds that an ascertainable class exists and a well-defined community of interest exists in the
6 questions of law and fact involved because in the context of the Settlement: (i) there are questions
7 of law and fact common to the Settlement Class Members which, as to the Settlement and all
8 related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical
9 of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and
10 implementing the Settlement, Plaintiff and Plaintiff's Attorneys have fairly and adequately
11 represented and protected the interest of the Settlement Class Members.

12 8. The Court finds that the Notice and notice methodology implemented pursuant to
13 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
14 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
15 Action, their right to object to or exclude themselves from the proposed Settlement and their right
16 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
17 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
18 of the California Code of Civil Procedure, the California and United States Constitution (including
19 the Due Process Clause), the California Rules of Court and any other applicable law.

20 9. The Settlement Class is hereby made final. The Settlement Class is defined as:

21 "all non-exempt, hourly workers who were employed by Gitibin &
22 Associates, Inc., dba Go Rentals in California at any time from
23 October 31, 2018 through and including the Preliminary Approval
24 Date, or May 13, 2024, whichever comes earlier, and who executed
25 the same arbitration agreement as Plaintiff or did not execute an
26 arbitration agreement." The Settlement Class, however, specifically
excludes any employee who previously brought a lawsuit against
Gitibin & Associates, Inc., dba Go Rentals and which subsequently
resulted in settlement. ("Settlement Class Members" or "Settlement
Class").

27 10. The Class Period is October 31, 2018 through May 31, 2024.

28 11. For purposes of this Order, the aggrieved employees are defined as follows:

1 “any Settlement Class Member employed in California at any time
2 from August 24, 2021 through and including the Preliminary
Approval Date, or May 13, 2024, whichever comes earlier.”
3 (“aggrieved employees”)

4 12. The Aggrieved Employee Period is August 24, 2021 through May 13, 2024.

5 13. The Settlement is not an admission by Defendant, nor is this Final Order a finding
6 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
7 the Settlement, nor any document referred to herein, nor any action taken to carry out the
8 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
wrongdoing on the part of Defendant.

9 14. Pursuant to the Settlement, upon entry of this Final Order, Plaintiff and each
10 Settlement Class Member shall fully release and discharge the Released Parties pursuant to the
11 following release and expressly waive and relinquish any and all claims, rights or benefits that
12 they may have under California Civil Code § 1542, which provides:

13 “any and all claims that were asserted or could have been asserted
14 based on the facts pled in the Action (including those alleged in
15 Plaintiff’s notice or amended notice to the California Labor &
16 Workforce Development Agency), the allegations of which are
17 expressly incorporated herein, including any and all claims arising
18 from the facts alleged in the Action, including all wage and hour
19 claims for unpaid wages including minimum wages and overtime,
20 failure to include all non-discretionary bonus compensation when
21 calculating their regular rate for the purpose of determining the
22 correct overtime rates, failure to pay wages during employment and
23 upon separation of employment, meal break violations, failure to
24 pay one hour of pay at the employees’ regular rate of compensation
25 for each workday that the compliant meal period was not provided,
26 wage statement violations, and recovery of restitution,
27 disgorgement, injunctive relief, declaratory relief, conversion,
28 unjust enrichment, civil and statutory penalties, interest, liquidated
damages, failure to properly pay sick pay pursuant to Labor Code
section 246, and claims under California Labor Code sections 201-
203, 226(a), 226.7, 246, 510, 512, 1194, 1194.2, and 1199,
applicable Industrial Welfare Commission Wage Orders, claims
under California Business & Professions Code sections 17200-
17208, Civil Code §§3287 and 3289, Code of Civil Procedure
§1021.5, and recovery of attorney’s fees and costs under any
applicable statute.”

15. Plaintiff and all Settlement Class Members who have not been timely and properly
excluded from the Settlement Class, and any person acting on their behalf, are permanently barred
and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class

1 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
2 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
3 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class
4 Members into a separate class for purposes of pursuing as a purported class action (including by
5 seeking to amend a pending complaint to include class allegations, or by seeking class certification
6 in a pending action) any lawsuit based on or relating to the Released Claims;

7 16. The Settlement provides that the Gross Settlement Amount is five hundred thousand
8 dollars and zero cents (\$500,000.00). The Net Settlement Amount shall be determined according
9 to the terms of the Settlement.

10 17. The Court orders the calculations and the payments to be made and administered in
11 accordance with the terms of the Settlement.

12 18. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
13 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby
14 confirms Kingsley Szamet Employment Lawyers as Class Counsel in the Action.

15 19. The Court hereby finds the unopposed application of Class Counsel for a costs and
16 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light
17 of all the circumstances and is hereby granted. Of the \$500,000.00, \$166,666.66 shall be paid for
18 attorney fees and \$20,000.00 shall be paid for litigation costs.

19 20. The unopposed application of Class Counsel for an enhancement payment to
20 Plaintiff is hereby granted. Of the \$500,000.00, a \$10,000.00 Class Representative Enhancement
21 Payment shall be allocated to Plaintiff Jeffrey Huang Qixian.

22 21. The unopposed application of Class Counsel for claims administration fees to
23 Phoenix Settlement Administrators is hereby granted. Of the \$500,000.00, \$10,000.00 shall be
24 paid for settlement administration fees.

25 22. Defendant shall have no further liability for costs, expenses, interest, attorneys'
26 fees, or for any other charge, expense, or liability, except as provided for in the Settlement.

27 23. The Court approves the PAGA Penalties in the amount of \$10,000.00. The Court
28 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development

Agency (“LWDA”) in the amount of \$7,500.00. The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$2,500.00 shall be allocated to the Net Settlement Amount for distribution to the Settlement Class Members.

24. If a Settlement Class Member does not cash his or her settlement check within 180 days, the uncashed funds shall be transmitted by the Claims Administrator to Bet Tzedek in the name of the class member who did not cash his or her Individual Settlement Payment or Aggrieved Employee Settlement Payment check.

25. Defendant shall have no further liability for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability, except as provided for in the Settlement.

26. The Court hereby grants and authorizes the Parties, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement Class Members under the Stipulation.

27. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain jurisdiction over the Action, the Parties, and the Settlement Class, as well as the administration and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Settlement.

28. This Final Order shall constitute a final judgment.

29. The Court hereby dismisses the action (including all individual claims and Released Claims presented thereby) with prejudice, without fees or costs to any party except as provided in the Settlement.

DATED: _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 22, 2025, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

David L. Cheng
dcheng@fordharrison.com
Min K. Kim
mkim@fordharrison.com
FORD & HARRISON LLP
350 S. Grand Avenue, Suite 2300
Los Angeles, CA 90071
Attorneys for Defendant

Emil Davtyan
emil@d.law
D.LAW, INC.
400 N. Brand Blvd, 7th Floor
Glendale, CA 91203
Attorneys for Plaintiff

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/432>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (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 22, 2025, at Encino, California.



Leslie Sanchez



Court Reservation Receipt

Reservation

Reservation ID:
831514238131

Status:
RESERVED

Reservation Type:
Motion re: (Motion for Final Approval of Class Action
Settlement)

Number of Motions:
1

Case Number:
22CV020833

Case Title:
QIXIAN vs GITIBIN & ASSOCIATES, INC., DBA GO
RENTALS

Filing Party:
Jeffrey Huang Qixian (Plaintiff)

Location:
Rene C. Davidson Courthouse - Department 21

Date/Time:
September 16th 2025, 2:30PM

Confirmation Code:
CR-VRCI5HFADSKTSWODY

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	.00	1	.00
Court Technology Fee	1.00	1	1.00
TOTAL			\$1.00

Payment

Amount:
\$1.00

Type:
MasterCard

Account Number:
XXXX4583

Authorization:
11923Z

Payment Date:
2025-08-21

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