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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

FERNANDO QUEZADA, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

PDQ ENTERPRISES, INC. dba PDQ
RENTALS, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 23STCV24330

*[Assigned for all purposes to Hon. Stuart M. Rice,
Dept. SSC-1]*

**FURTHER REVISED ~~PROPOSED~~
ORDER AND JUDGMENT GRANTING
PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT AWARD**

Date: June 9, 2025
Time: 10:30 a.m.
Dept.: SSC-1

Complaint Filed: October 5, 2023
Trial Date: None Set

**FURTHER REVISED ~~PROPOSED~~ ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT AND
REASONABLE ATTORNEYS' FEES, COSTS, AND ENHANCEMENT AWARD**

Electronically Received 06/04/2025 11:31 AM

FILED
Superior Court of California
County of Los Angeles

06/09/2025

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

1 This matter came on regularly for hearing before this Court on June 9, 2025 at 10:30 a.m.
2 Having considered the Parties' Amended PAGA Settlement Agreement ("Settlement"), the documents
3 and evidence presented in support thereof, and recognizing the disputed factual and legal issues
4 involved in this case, the risks of further prosecution, protracted litigation, and costs and expenses
5 associated therewith, the substantial benefits to be received by the State of California and the Aggrieved
6 Employees pursuant to the Settlement, the fair, reasonable, and adequate nature of the settlement
7 obtained as a result of good faith arm's-length negotiations between the parties, the Court hereby makes
8 a final ruling that the settlement is approved pursuant to Labor Code § 2699(1). Good cause appearing
9 therefor, the Court hereby GRANTS Plaintiff's Motion for Settlement Approval of Claims brought
10 under the Private Attorneys General Act and Reasonable Attorneys' Fees, Costs, and Enhancement
11 Award and ORDERS as follows:

12 1. The "Aggrieved Employees" shall be defined as:¹

13 All current and former hourly, non-exempt employees of Defendant PDQ
14 Enterprises, Inc. who worked in California at any time from October 5,
15 2022 through December 13, 2024.

16 2. The "PAGA Period" means the time period from October 5, 2022 through December
17 13, 2024.

18 3. The Court hereby approves the Settlement as set forth in the Settlement as fair,
19 reasonable, and adequate, and directs the parties to effectuate the Settlement according to the terms of
20 the Settlement.

21 4. The Court orders that PDQ Enterprises, Inc. doing business as PDQ Rentals
22 (Defendant") shall deposit the Gross Settlement Amount of Three Hundred Seventy-Five Thousand
23 Dollars and Zero Cents (\$375,000.00) to the Settlement Administrator within thirty (30) calendar days
24 of the Court's issuing an order.

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26
27
28 ¹ All terms and definitions set forth in the Amended Settlement Agreement are incorporated by reference into this Order.

5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and Release of Claims attached to the Settlement as **Exhibit B**, and attached to this Order and Judgment as **Exhibit A**.

6. The Court hereby appoints Phoenix Settlement Administrators as Settlement Administrator.

7. Within ten (10) business days after the Effective Date, the date in which entry of an order by the Court approving this settlement agreement, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, total number of pay periods during the PAGA Period, and Social Security number.

8. Within seven (7) business days of receiving the Aggrieved Employees' information from Defendants, the Settlement Administrator will circulate to counsel for all Parties an anonymized spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel for all Parties of the calculations before mailing Individual Settlement Payments. Within two (2) business days of receiving approval from counsel of the payment calculations, Phoenix Settlement Administrators is directed to mail the Individual Settlement Payments and the Notice of Settlement to the Aggrieved Employees. A true and correct copy of the proposed Notice agreed upon by the Parties to be mailed to the Aggrieved Employees is attached hereto as **Exhibit A**.

9. The Court finds that attorneys' fees in the total amount of \$125,000.00 for Lidman Law, APC and Haines Law Group, APC ("Plaintiff's Counsel"), and reimbursement of litigation costs in the amount of \$21,728.57 to Plaintiff's Counsel are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff's Counsel as provided for in the Settlement. Within two (2) business days of receiving approval from counsel of the payment calculations as provided for in Paragraph 8 above, Phoenix Settlement Administrators is directed to distribute to Plaintiff's counsel the Court-approved attorneys' fees and costs.

1 10. The Court orders that the Settlement Administrator shall be paid \$5,500.00 for all of its
2 work done and to be done until the completion of this matter and finds that sum appropriate.

3 11. The Court finds that enhancement award/general release payment of \$7,500.00 to
4 Plaintiff Fernando Quezada, is fair and reasonable in recognition of the unique contributions he has
5 made, the risks he undertook on behalf of the Aggrieved Employees and the State of California. Within
6 two (2) business days of receiving approval from counsel of the payment calculations as provided for
7 in Paragraph 8 above, the Settlement Administrator is directed to distribute to Plaintiff the Court-
8 approved enhancement award.

9 12. The Court finds that the amount from the Gross Settlement Amount remaining after
10 deductions for: (i) Plaintiff's Counsel's attorneys' fees and costs, (ii) enhancement award to Plaintiff;
11 and (iii) Settlement Administrator fees ("Net Settlement Amount") which is \$215,271.43 shall be
12 distributed as follows: 75% or \$161,453.57 shall to be paid to the California Labor and Workforce
13 Development Agency ("LWDA") and 25% or \$53,817.86 to be distributed to the Aggrieved
14 Employees *pro rata* based on the proportional number of pay periods worked by each Aggrieved
15 Employee during the PAGA Period, as provided for in the Settlement. The Court finds that these
16 amounts and the distribution formula as set forth in the Settlement is fair, adequate, and reasonable,
17 and orders that payment be made to the LWDA and Aggrieved Employees in accordance with the
18 terms of the Settlement.

19 13. The Court hereby approves the limited scope of the release as set forth in the Settlement.
20 Specifically, following entry of this Order and Final Judgment, Plaintiff, the State of California, and
21 all Aggrieved Employees shall and will fully and finally release Defendant and its former, present and
22 future owners, parents, subsidiaries, and all of their current, former and future officers, directors,
23 members, managers, employees, consultants, partners, shareholders, joint venturers, agents,
24 successors, assigns, accountants, insurers, or legal representatives ("Released Parties") from any and
25 all claims, rights, demands, liabilities and causes of action for only civil penalties under the Private
26 Attorneys General Act ("PAGA"), Labor Code § 2698 et seq., against the Released Parties as pled in
27 the Action, or which could have been pled in the Action based on the factual allegations therein and
28

1 alleged in Plaintiff's October 6, 2023 letter to the LWDA, that arose during the PAGA Period, with
2 respect to the following claims: (a) failure to pay all overtime compensation owed; (b) failure to
3 provide all legally required meal periods and failure to pay meal period premiums; (c) failure to provide
4 all legally required rest periods and failure to pay rest period premiums; (d) failure to furnish accurate
5 and compliant itemized wage statements; (e) failure to pay all earned wages at least twice during each
6 calendar month; (f) failure to pay sick pay at the legal rate; (g) failure to timely pay all final wages due;
7 (h) failure to reimburse expenses, including without limitation, cellular phone expenses; and (i) failing
8 to maintain accurate records ("PAGA Released Claims").

9 14. In his capacity as a Private Attorney General or "aggrieved employee" acting on behalf
10 of himself, the State of California, and Aggrieved Employees, and in consideration of the enhancement
11 award awarded to him, Plaintiff releases Defendant and Released Parties from any and all of the PAGA
12 Released Claims that arose during the PAGA Period.

13 15. Upon entry of this Final Order and Judgment, the Court permanently enjoins and forever
14 bars Plaintiff and the Aggrieved Employees from instituting or prosecuting any action, claim, cause of
15 action, and/or issue against the Released Persons which was and/or were resolved as part of the
16 Settlement. Without affecting the finality of this Final Order and Judgment in any way, the Court
17 retains jurisdiction to enforce the terms of the Settlement.

18 16. Plaintiff shall file a declaration confirming the final distribution of funds on or before
19 June 9, 2026. The Court shall set a NACR: re Final Distribution for June 12, 2026.

20 **IT IS SO ORDERED.**

21
22 Dated: June 9, 2025

By:



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

Honorable Stuart M. Rice
Judge of the Superior

EXHIBIT A

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Fernando Quezada v. PDQ Enterprises, Inc.
Los Angeles County Superior Court Case No. 23STCV24330

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>
XX - XX -

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Fernando Quezada (“Plaintiff”) on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff sought to recover civil penalties for alleged violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the California Private Attorneys General Act (the “PAGA”). These civil penalties are based on Plaintiff’s allegations that PDQ Enterprises, Inc. doing business as PDQ Rentals (“PDQ”): (1) failure to pay all overtime compensation earned (2) failure to provide all legally required meal periods and failing to pay meal period premiums, (3) failure to provide all legally required rest periods and failing to pay rest period premiums, (4) failure to furnish accurate and compliant itemized wage statements, (5) failure to pay all earned wages at least twice during each calendar month, (6) failure to pay sick pay at the legal pay rate, (7) failure to pay timely pay all final wages due, (8) failure to reimburse business expenses; and (9) failure to maintain accurate records, and as a result is liable for civil penalties under the PAGA.

The Court has ***not*** made a determination about the merits of Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims.

PDQ denies all of Plaintiff’s claims and allegations. It maintains that it was in compliance with the California Labor Code at all times and entered into the Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as: “all current and former hourly, non-exempt employees of Defendant PDQ Enterprises, Inc. who worked in California at any time from October 5, 2022 through December 13, 2024.”

II. INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period. Your individual PAGA payment has been calculated at \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties reported on an IRS Form 1099, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor PDQ has made any representations

or warranties regarding the taxation of your Individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, Plaintiff, the State of California and all Aggrieved Employees, including you, have released PDQ and its predecessors, franchisees, successors and assigns, parent corporations, subsidiary corporations, affiliates, insurers, reinsurers and the officers, directors, shareholders, partners, employees, independent contractors, attorneys and agents, past or present, of each of the aforesaid entities/individuals, heirs, executors, administrators, assigns, attorneys and agents, and all persons acting under, by, through, or in concert with any of them ("Released Parties") from any and all claims, rights, demands, liabilities and causes of action for only civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code § 2698 et seq., against the Released Parties as pled in the Action, or which could have been pled in the Action based on the factual allegations therein and alleged in the letter to the LWDA, that arose during the PAGA Period, with respect to the following claims: (a) failure to pay all overtime compensation earned; (b) failure to provide all legally required meal periods and failing to pay meal period premiums; (c) failure to provide all legally required rest periods and failing to pay rest period premiums; (d) failure to furnish accurate and compliant itemized wage statements; (e) failure to pay all earned wages at least twice during each calendar month; (f) failure to pay sick pay at the legal pay rate; (g) failure to pay timely pay all final wages due; (h) failure to reimburse business expenses; and (i) failure to maintain accurate records ("PAGA Released Claims"). The PAGA Released Claims herein does not release the Released Parties from any underlying Labor Code violations upon which Plaintiff's Cause of Action for PAGA is based.

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement (including you) will be barred from proceeding with any of the PAGA Released Claims released by this Settlement, which means claims for civil penalties, but not claims for unpaid wages or statutory penalties recoverable under the Labor Code and/or Wage Orders for the violations alleged in this Lawsuit.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Settlement Administrators at [ADMINISTRATOR INFO] with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office under the unclaimed property laws in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.