

FILED
Superior Court of California
County of Los Angeles

AUG 27 2020

Sherril B. Carter, Executive Officer/Clerk of Court
By: *[Signature]* Deputy
Patricia Flores

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LOS ANGELES SUPERIOR COURT

AUG 25 2020

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Members, and Aggrieved Employees

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

EFRAIN DE LEON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PDQ ENTERPRISES, INC., a California
Corporation; and DOES 1 through 100,

Defendants.

Case Nos. 19STCV00107

*[Assigned for all purposes to the Hon. Amy D.
Hogue, Dept. SSC-7]*

**AMENDED ~~PROPOSED~~ FINAL
JUDGMENT**

Date: August 27, 2020

Time: 11:00 a.m.

Dept.: SSC-7

1 **JUDGMENT**

2 This matter came on regularly for hearing before this Court on August 27, 2020 at 11:00
3 a.m., pursuant to California Rule of Court 3.769 and this Court’s March 6, 2020 Order granting
4 preliminary approval (“Preliminary Approval Order”). Having considered the parties’ Stipulation
5 of Settlement (“Settlement” or “Settlement Agreement”) and the documents and evidence
6 presented in support thereof, and the submissions of counsel, the Court hereby ORDERS as
7 follows:

8 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
9 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
10 of Class Action Settlement (“Final Approval Order”). The Settlement Class is defined as follows:

11 All current and former non-exempt employees who have worked for PDQ
12 Enterprises, Inc. (“PDQ”) in California during the time period of January 4,
2015 through January 27, 2020 (the “Class Period”).

13 2. No Settlement Class members opted out of the Settlement.

14 3. Upon satisfaction of all obligations under the Settlement and the Final Approval
15 Order, including the Settlement being fully funded by PDQ, and by virtue of this Judgment,
16 Plaintiff and each Settlement Class Member who has not validly opted out, on behalf of
17 themselves, and on behalf of all those who claim by and through them, or in their stead, including,
18 but not limited to agents, attorneys, representatives, predecessors, successors and assigns, will
19 forever release, acquit, and discharge, and covenant not to sue, Defendant PDQ Enterprises, Inc.,
20 including its past and present divisions, sister entities, parents, subsidiaries, predecessors,
21 successors, assigns, and their respective shareholders, owners, officers, directors, employees,
22 agents, trustees, attorneys, insurers, representatives, administrators, fiduciaries, beneficiaries,
23 subrogees, executors, partners, and privies (collectively the “Released Parties”) from liability for
24 all claims, liens, demands, damages, penalties, fines, wages, liquidated damages, restitutionary
25 amounts, attorneys’ fees and costs, interest, punitive damages, controversies, liabilities or causes
26 of action arising under state, administrative order, state or local law, and legal theories of relief
27 alleged or otherwise raised in the Lawsuit, or that could have been alleged or raised in the Lawsuit
28 based on the factual allegations therein, including but not limited to all of the following: (a)

1 failure to pay wages (minimum, regular, and overtime); (b) failure to timely pay final wages upon
2 termination; (c) failure to timely pay wages during employment; (d) failure to provide meal
3 periods; (e) failure to authorize and permit rest periods; (f) failure to maintain or provide accurate
4 itemized wage statements; (g) failure to maintain records; (h) unfair business practices pursuant
5 to California Business & Professions Code § 17200 that were or could have been alleged based
6 on the facts, claims, causes of action or legal theories described above or on any of the claims,
7 causes of action or legal theories of relief pleaded in the Lawsuit; (i) all claims for civil penalties
8 under PAGA, that were or could have been alleged based on the facts, claims, causes of action
9 or legal theories described above or on any of the claims, causes of action or legal theories of
10 relief pleaded in the Lawsuit; and (j) any other claims or penalties under the wage and hour laws
11 that were pleaded or could have been pleaded based on the factual allegations in the Lawsuit
12 (collectively, the “Released Claims”). For members of the Settlement Class who do not validly
13 opt out, the release period shall run for the duration of the Class Period.

14 4. The Court finds that, pursuant to the Settlement, and in consideration of his
15 enhancement payment, Plaintiff, will, as of the date the Settlement is fully funded, for himself,
16 and for his heirs, successors, predecessors, attorneys, agents, representatives and assigns, forever
17 release the Released Parties from any and all charges, complaints, claims, liabilities, obligations,
18 promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands,
19 costs, losses, debts, and expenses (including back wages, penalties, liquidated damages, and
20 attorneys’ fees and costs actually incurred) of any nature whatsoever, from the beginning of time
21 through the date of his signature on the Settlement Agreement, known or unknown, suspected or
22 unsuspected, including but not limited to all claims arising out of, based upon, or relating to his
23 employment with Defendant or the remuneration for such employment. Without limiting the
24 generality of the foregoing, Plaintiff expressly releases all claims which were or could have been
25 raised in the Lawsuit and all claims or rights arising out of alleged violations of any contracts,
26 express or implied (including but not limited to any contract of employment); any contract or
27 covenant of good faith or fair dealing (express or implied); any tort, including negligence, fraud,
28 misrepresentation under California Labor Code 970, negligent infliction of emotional distress,

1 intentional infliction of emotional distress, and defamation; any “retaliation” claims; any claims
2 relating to any breach of public policy; any legal restrictions on Defendant’s right to discharge
3 employees or refuse to hire applicants; and any federal, state, or other governmental statute,
4 regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of
5 1964 (race, color, religion, sex, and national origin discrimination or harassment, including
6 retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3)
7 sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (4) Equal Pay
8 Act, 29 U.S.C. § 209(4)(1) (equal pay); (5) Americans with Disabilities Act, 42 U.S.C. § 12100
9 *et seq.* (disability discrimination); (6) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.*
10 (family/medical leave); (7) California Fair Employment and Housing Act, Cal. Gov’t Code §
11 12900 *et seq.* (discrimination or harassment in employment and/or housing, including
12 discrimination or harassment based on race, religious creed, color, national origin, ancestry,
13 physical or mental disability, marital status, sex (including pregnancy), sexual orientation,
14 genetic, or age, including retaliation for reporting discrimination or harassment); (8) California
15 Family Rights Act, Cal. Gov’t Code § 12945.1 *et seq.* (family/medical leave); (9) California
16 Labor Code or any Industrial Welfare Commission Wage Order; (10) Executive Order 11246
17 (race, color, religion, sex, and national origin discrimination or harassment); (12) Executive
18 Order 11141 (age discrimination); and (11) Employee Retirement Income Security Act, 29
19 U.S.C. § 1000 *et seq.* (employee benefits). Notwithstanding the foregoing, Plaintiff is not waiving
20 any rights he has or may have to: (i) benefits or rights to benefits under any of Defendant’s benefit
21 plans that are otherwise applicable to Plaintiff (including but not limited to 401(k) plans or profit-
22 sharing plans that may be applicable to Plaintiff), however, the receipt of funds under the
23 Settlement shall not entitle Plaintiff to additional compensation or benefits of any kind under any
24 of Defendant’s compensation or benefits plans, nor will it entitle Plaintiff to any increased
25 retirement or 401k plan benefits of any kind; (ii) benefits or rights to seek benefits under
26 applicable workers’ compensation, or unemployment insurance or indemnification statutes; (iii)
27 claims which by law cannot be waived by signing this Settlement Agreement nor by law in any
28 event; (iv) enforce this Settlement Agreement; or (v) challenge the validity of this Settlement


1 Agreement. Moreover, pursuant to the Settlement, as of the Final Effective Date, and upon PDQ's
2 fulfillment of the obligations under the Settlement, Plaintiff expressly waives and relinquishes
3 all rights and benefits afforded by section 1542 of the Civil Code of the State of California with
4 respect to the Released Claims, and does so understanding and acknowledging the significance
5 of such specific waiver of section 1542. Section 1542 of the Civil Code of the State of California
6 states as follows: "A general release does not extend to claims which the creditor or releasing
7 party does not know or suspect to exist in his or her favor at the time of executing the release and
8 that, if known by him or her, would have materially affected his or her settlement with the debtor
9 or released party." Thus, subject to and in accordance with the Settlement, even if Plaintiff may
10 hereafter discover facts in addition to or different from those he knew or believed to be true,
11 Plaintiff shall be deemed to have fully, finally, and forever settled and released any and all
12 Released Claims against the Released Parties, whether known or unknown, suspected or
13 unsuspected, contingent or non-contingent, that existed as of the date Plaintiff executed the
14 Settlement Agreement, upon any theory of law or equity, including without limitation, conduct
15 which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule,
16 without regard to the subsequent discovery or existence of such different or additional facts.

17 5. This document shall constitute a final judgment pursuant to California Rule of
18 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
19 approval hearing, the court must make and enter judgment. The judgment must include a
20 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
21 judgment. The court may not enter an order dismissing the action at the same time as, or after,
22 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
23 Approval Order, and this Judgment.

24 6. The Settlement Administrator is ordered to post this Judgment to its website,
25 pursuant to the terms of the Settlement Agreement.

26 **IT IS SO ORDERED.**

27 Dated: 8/27/2020



Honorable Army D. Hogue
Judge of the Superior Court