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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

03/14/2022 at 09:51:00 AM

Clerk of the Superior Court
By Richard Day, Deputy Clerk

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SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

FREDDIE SOLIS, on behalf of himself and
others similarly situated and aggrieved,

Plaintiff,

v.

NEUTRON HOLDINGS, INC., dba LIME a
Delaware Corporation; WMBE
PAYROLLING, INC., dba TARGETCW, a
California Corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 37-2020-00015614-CU-OE-CTL

Assigned for All Purposes to:
Hon. James A. Mangione
Dept. C-75

~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT AND
JUDGMENT THEREON

Date: March 9, 2022
Time: 9:00 a.m.
Dept. C-75

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Freddie Solis’s Motion for Approval of Settlement under PAGA came
3 before this Court on March 4, 2022 on a regularly noticed motion.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated alleged aggrieved employees (the “Aggrieved Employees”), as authorized by
6 PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set
7 forth in Plaintiff’s complaint and his notice to the Labor Workforce & Development Agency
8 (“LWDA”) submitted on or about January 30, 2020 (the “LWDA Letter”), on behalf of all
9 “Mechanics or similar position, however titled, in the State of California” for whom WMBE
10 Payrolling, Inc. dba TargetCW (“TargetCW”) was the employer of record and who were
11 engaged to work for Neutron Holdings, Inc. dba Lime (“Lime”) (Lime and TargetCW shall be
12 collectively referred to as “Defendants”) from March 22, 2019 to March 31, 2020, inclusive.

13 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and
14 approve any settlement of any civil action filed pursuant to this part.” Lab. Code section 2699 (1)(2).
15 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
16 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the
17 papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing,
18 HEREBY ORDERS AS FOLLOWS:

19 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

20 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
21 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
22 terms, as fair, just, reasonable, and adequate;

23 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of
24 California, and the Aggrieved Employees, by operation of this Order and Judgment hereby release and
25 forever discharge Defendants and the Released Parties (as defined in the Settlement Agreement) from all
26 claims, rights, demands, liabilities, costs, attorneys’ fees, and causes of action for civil penalties
27 under the PAGA, for the duration of the PAGA Period, based on the factual and legal allegations
28 pled in the operative Complaint, and/or Plaintiff’s LWDA letter, with respect to all alleged

1 violations of the California Labor Code and the Industrial Welfare Commission Wage Orders,
2 including but not limited to the following provisions: California Labor Code §§ 201-203, 204,
3 210, 216, 221-223, 226, 226.7, 227.3, 245-248.5, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1,
4 1198, 1199, 2802 and 2699; and all provisions of any and all applicable Industrial Welfare
5 Commission Wage Orders, including but not limited to Industrial Welfare Commission Wage
6 Order 5-2001 (the “Released PAGA Claims”).

7 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State
8 of California, and may bar any claim under PAGA brought by any person, including the Aggrieved
9 Employees, on behalf of the State of California, as to the Released PAGA Claims and Released Parties.

10 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
11 Defendants are directed to make all payments required by the Settlement Agreement;

12 7. Under the Settlement Agreement, Defendants agree to pay, in equal shares, Four Hundred
13 Sixty Seven Thousand Five Hundred Dollars and No Cents (\$467,500.00) (the “Gross Settlement
14 Amount”). The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved
15 Employees, Attorney’s Fees and Costs, and Administration costs. No portion of the Gross Settlement
16 Amount will revert to Defendants. Plaintiff’s Counsel requests an award of attorney’s fees of \$155,833.33
17 and reimbursement of actual litigation expenses of \$10,724.20. Defendants do not oppose these requests.
18 The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these
19 payments, and directs the Settlement Administrator to make the following payments from the Gross
20 Settlement Amount:

21 a. \$155,833.33 in attorney’s fees to Crosner Legal, PC;
22 b. \$10,724.20 in litigation costs to Crosner Legal, PC;
23 c. Up to \$10,000.00 in administration costs to CPT Group, Inc. Any funds allocated to
24 administration costs but not incurred by or otherwise paid to CPT Group, Inc. will be included in
25 the Net Settlement Amount and distributed to the LWDA and Aggrieved Employees as provided
26 in the Settlement Agreement;

27 8. After deducting the foregoing payments, the estimated remainder of approximately
28 \$281,666.67 shall form the Net Settlement Amount (“NSA”). Pursuant to Labor Code section 2699(i),

1 the NSA will then be distributed 75 percent (approximately \$211,250.00) to the LWDA, and the
2 remaining 25 percent (approximately \$70,416.67) to the Aggrieved Employees on a pro rata basis, as set
3 forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement
4 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA
5 Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the
6 Settlement Agreement; and

7 9. This document shall constitute a Judgment for purposes of California Rule of Court
8 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
9 purpose of supervising implementation, enforcement, construction, administration, and interpretation of the
10 Settlement Agreement and this Judgment.

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12 **IT IS SO ORDERED.**



Judge James A. Mangione

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14 Dated: 03/14/2022
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16 Judge of the Superior Court
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PROOF OF SERVICE
FREDDIE SOLIS VS. NEUTRON HOLDINGS, INC., et al.
San Diego County Superior Court Case No. 37-2020-00015614-CU-OE-CTL

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On March 7, 2022, I served true copies of the following document(s) described as

**[PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF SETTLEMENT
UNDER PRIVATE ATTORNEYS GENERAL ACT AND JUDGMENT THEREON**

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ BY ELECTRONIC TRANSMISSION. Pursuant to the Court's Order re Electronic Service, I caused the documents described above to be E-Served through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere to the addressee(s) listed

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on March 7, 2022, at Los Angeles, California.



Maria Monterrey

SERVICE LIST

FREDDIE SOLIS VS. NEUTRON HOLDINGS, INC., et al.

San Diego County Superior Court Case No. 37-2020-00015614-CU-OE-CTL

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