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10 ex rel. RYAN WAGNER, as Private Attorney General

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN LUIS OBISPO – PASO ROBLES BRANCH**

13 STATE OF CALIFORNIA ex rel. RYAN
14 WAGNER, as Private Attorney General,
15
16 Plaintiff,

17 v.

18 PACIFIC COAST TRANSPORTATION,
19 INC., a corporation; and DOES 1-25,
20 inclusive,
21
22 Defendants.

Case No. 20CVP-0156

*Assigned for All Purposes to:
Hon. Linda D. Hurst – Dept. PR2*

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING APPROVAL OF PAGA
SETTLEMENT**

Trial Date: None

Complaint filed: May 19, 2020

23 Having considered the stipulation filed by Plaintiff RYAN WAGNER, as Private Attorney
24 General (“Plaintiff”) and Defendant, PACIFIC COAST TRANSPORTATION, INC.
25 (“Defendant”), the Court hereby ORDERS, ADJUDGES AND DECREES as follows:

26 1. The Court hereby GRANTS approval of the Settlement Agreement under Labor
27 Code § 2699(1)(2) of the Private Attorneys General Act (“PAGA”). The Settlement Agreement is
28 hereby fully approved and shall be carried out and effectuated according to its terms and this
Order.

2. This Order incorporates by reference the definitions in the Settlement Agreement
and all terms defined therein shall have the same meaning in this Order.

1 3. The terms of the Settlement Agreement, and this Order and Judgment, are binding
2 on Plaintiff and the Aggrieved Employees, as well as their heirs, executors and administrators,
3 successors and assigns, and those terms shall have res judicata, collateral estoppel and other
4 preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or
5 on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute
6 Released Claims as set forth in the Settlement Agreement.

7 4. For purposes of this settlement only, the Aggrieved Employees are defined as: all
8 of Defendant's current and former non-exempt employees who have been subject to Defendant's
9 Injury and Illness Prevention Program from March 23, 2019, through May 19, 2021.

10 5. Upon the Effective Date as set forth in the Settlement Agreement, Plaintiff, the
11 Aggrieved Employees, and the State of California (including the LWDA) release Defendant and all
12 Released Parties of the Released Claims. Any and all claims, rights, demands, charges, causes of
13 action, lawsuits, complaints, obligations, penalties, fines, promises, agreements, controversies and
14 liabilities, known and unknown, (collectively, "Claims") for any relief whatsoever, including
15 monetary, injunctive, or declaratory, whether direct or indirect, whether suspected or unsuspected,
16 whether contingent or vested, arising from or related in any way to any of the allegations in the
17 Action from the period of March 23, 2019, through May 19, 2021, including but not limited to
18 allegations that Defendant or any Released Party is responsible for any of the following: (1) Failure
19 to Establish, Implement, and Maintain Effective Injury Prevention Program; (2) Failure to Train and
20 Certify Forklift Operators; (3) Removal of Back-Up Alarms on Forklifts; and (4) Permitting. The
21 Released Claims include all claims pleaded or which could have been pleaded in the Action arising
22 from any of the facts alleged therein, including but not limited to claims of any and every nature
23 based on any of the statutory provisions identified therein, and all penalty claims, no matter how
24 pleaded.

25 6. Plaintiff, Aggrieved Employees, and Defendant shall consummate the settlement in
26 accordance with the terms of the Settlement Agreement. Except as expressly provided in the
27 Settlement Agreement, the Released Parties shall not have any further liability arising from this
28 action for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability.

1 7. As provided in the Settlement Agreement, Defendant shall pay the amount of
2 \$30,000 in accordance with the terms set forth in the Settlement Agreement, distribute all notices
3 in accordance with the Settlement Agreement, and provide the required declaration described in
4 Paragraph 14 of the Settlement Agreement regarding compliance with the Settlement Agreement.
5 Defendant will not be required to pay any additional amounts in connection with the Settlement
6 other than those specifically set forth in the Settlement Agreement and this Order.

7 10. Without affecting the finality of this Order and Judgment, the Court retains
8 continuing jurisdiction as to all matters relating to the administration and consummation of the
9 settlement as provided in the Settlement Agreement and all other matters covered in this Order and
10 the final judgment to be entered in this matter.

11 11. Nothing in this Order shall preclude any action to enforce Defendant's obligations
12 under the Settlement Agreement, including the requirement that it make payments in accordance
13 with the terms of the Settlement Agreement. With the exception of Plaintiff Ryan Wagner,
14 nothing in this Order shall preclude other Aggrieved Employees' rights or interests in their
15 individual capacities outside of the PAGA for purposes of res judicata.

16 12. Upon entry of this Order, final judgment shall be deemed entered herein and,
17 except as otherwise provided in the Settlement Agreement, Plaintiff, the Aggrieved Employees,
18 and counsel shall bear their own attorneys' fees, costs, and expenses incurred by them in or arising
19 out of the lawsuit (as defined in the Settlement Agreement) and shall not seek reimbursement
20 thereof from the Released Parties.

21 13. Neither this Order nor the Settlement Agreement (nor any other document referred
22 to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as,
23 an admission of liability or fault by Defendant or the Released Parties, or a finding as to the
24 validity of any claims in the lawsuit or of any wrongdoing or violation of law by Releasees. The
25 Settlement Agreement is not a concession by the Parties and, to the extent permitted by law,
26 neither this Order, Judgment, nor any of their terms or provisions, nor any of the negotiations or
27 proceedings connected with them, shall be offered as evidence or received in evidence in any
28 pending or future civil, criminal, or administrative action or proceeding to establish any liability

1 of, or admission by the Released Parties. Notwithstanding the foregoing, nothing in this Order and
2 Judgment shall be interpreted as prohibiting the use of this Order and Judgment in a proceeding to
3 consummate or enforce the Settlement Agreement or this Order and Judgment to defend against
4 the assertion of claims in any other proceeding, or as otherwise required by law. This Order and
5 the Settlement Agreement may be filed in any action against or by Defendant or the Released
6 Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith
7 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion,
8 issue preclusion or similar defense or counterclaim.

9 14. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA
10 within 3 days of the date of this Order and Judgment.

11 Having granted approval of the settlement between the parties in the above-entitled action
12 as set forth above, this Court HEREBY ORDERS, ADJUDGES AND DECREES that Judgment
13 in this matter is entered in accordance with the Settlement Agreement.

14 **IT IS SO ORDERED**

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16 DATED: June 1, 2021

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18 _____
19 JUDGE OF THE SUPERIOR COURT
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Case Name: *State ex rel. Wagner v. Pacific Coast Transportation, Inc.*
Case No.: 20CVP-0156

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN LUIS OBISPO

I am employed in the County of Santa Barbara, State of California. I am over the age of 18 and not a party to the within action. My business address is 731 S. Lincoln Street, Santa Maria, CA 93458.

On **May 25, 2021**, I served the following document(s) described as **[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PAGA SETTLEMENT and STIPULATION FOR ENTRY OF PROPOSED ORDER AND JUDGMENT GRANTING APPROVAL OF PAGA SETTLEMENT** on the interested parties by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Kathleen C. Jeffries
Scopelitis, Garvin, Light,
Hanson & Feary, LLP
2 North Lake Avenue, Suite 560
Pasadena, CA 91101

Attorney for Defendant

- ☒ **BY MAIL:** I deposited the sealed envelope with the United States Postal Service, with postage fully prepaid.
- ☐ **BY FEDERAL EXPRESS/OVERNIGHT MAIL:** I caused the above-described document to be served on the interested parties noted as follows by Federal Express/Overnight Mail.
- ☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the office(s) of the addressee.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **May 25, 2021**.


HANNAH KEATING