

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Christopher Soltysiak (“Plaintiff”) and Defendant Steve’s Towing, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff and the PAGA Settlement Members as set forth herein.

1. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned, *Christopher Soltysiak, individually and on behalf of all others similarly situated, Plaintiff, v. Steve’s Towing, Inc.; and DOES 1 through 20, inclusive, Defendants*, initiated on June 21, 2021, and pending in the Superior Court of California in and for the County of Riverside, Case No. CVRI2105881.
- 1.2 “Administrator” means Phoenix Class Action Settlement Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means all current and former non-exempt employees of Steve’s Towing, Inc. who worked in the State of California from February 8, 2020, through January 31, 2023.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Court” means the Superior Court for the State of California, County of Riverside.

1.8 “Defense Counsel” or “Counsel for Defendant” means:

Daniel Parker Jett
FREEMAN MATHIS & GARY, LLP
550 South Hope Street, Suite 2200
Los Angeles, CA 90071-2631
Telephone: (213) 615-7019

Tyler Jacobs
FREEMAN MATHIS & GARY, LLP
3030 Old Ranch Parkway, Suite 280
Seal Beach, California 90740-7282
Telephone: (562) 583-2128
Facsimile: (562) 262-2110

- 1.9 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- 1.10 “Gross Settlement Amount” means the total gross settlement amount of Two Hundred Forty Thousand Dollars and Zero Cents (\$240,000.00), which is the total amount Defendant agrees to pay under the Settlement except for the possible invocation of the escalator clause (as provided in Paragraph II, Section C, Subsection (b) of this agreement). The Gross Settlement Amount is to be paid by Defendant in equal installments of \$20,000.00 per month commencing on May 7, 2023, for 12 consecutive months, until paid in full, no interest (0.00%) to accrue on the principal amount of this debt until paid. Monthly installments to be paid into a neutral settlement fund account until fully paid and a full PAGA settlement agreement is approved by the Court. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.13 “LWDA” means the State of California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA

PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder, if any, shall be paid to Aggrieved Employees as Individual PAGA Payments.

1.16 “PAGA Counsel” means:

AEGIS LAW FIRM, PC
Kashif Haque (SBN 218672)
Samuel A. Wong (SBN 217104)
Jessica L. Campbell (SBN 280626)
Alexander G.L. Davies (SBN 328125)
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-9250
Facsimile: (949) 379-6251

, the attorneys representing the Plaintiff in the Action.

- 1.17 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 “PAGA” means the Private Attorneys General Act of 2004, California Labor Code section 2698 et seq.
- 1.19 “PAGA Notice” means Plaintiff’s February 8, 2021, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.20 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$137,250.00), allocated 25% to the Aggrieved Employees (\$34,312.50) and the 75% to LWDA (\$102,937.50) in settlement of PAGA claims.
- 1.21 “PAGA Period” means the period from February 8, 2020, through the date of entry of the Order approving the PAGA settlement agreement, which is also the effective period for the Release of the Released Claims.
- 1.22 “Pay Period” means each instance when an Aggrieved Employee working for Defendant received a paycheck during the PAGA Period.
- 1.23 “Plaintiff” or “Named Plaintiff” mean Christopher Soltysiak, the named plaintiff in the action.
- 1.24 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

- 1.26 “Released Parties” means Defendant and any of Defendant’s present and former parents, subsidiaries, affiliates, and joint ventures, and all of Defendant’s shareholders, partners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under, or in concert with and of them (and including their respective pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries). All payment obligations set forth in this Agreement shall be the sole responsibility of Defendant.
- 1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28 “Defendant” means the named Defendant in this Action, Steve’s Towing, Inc., a California corporation.

2. RECITALS

- 2.1 On February 8, 2021, Plaintiff commenced this Action by filing a Class Action Complaint in the Riverside County Superior Court, alleging the following causes of action against Defendant for: (1) failing to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages due upon separation of employment; and (7) violation of Business and Professions Code sections 17200, *et seq.* (“Class Claims”). On June 21, 2021, Plaintiff filed a separate action in the San Bernardino County Superior Court, alleging a single cause of action for the enforcement of PAGA against Defendant. (“PAGA Complaint”). Thereafter, Plaintiff requested, and the Court granted dismissal of Plaintiff’s Class Claims and individual claims, and Plaintiff’s PAGA Complaint was transferred to the Riverside County Superior Court, where the case remains pending as Case No. CVRI2105881. The PAGA Complaint filed on June 21, 2021, is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3 On February 7, 2023, the Parties participated in an all-day mediation presided over by Lynn Frank, of Feder & Frank Mediators, which led to this Agreement to settle the Action.
- 2.4 Prior to mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery, Defendant’s relevant policy documents, employee handbooks, start and stop dates for the Aggrieved Employees, Plaintiff’s employee file, Plaintiff’s timekeeping and wage records, timekeeping and payroll data for 100% of the Aggrieved Employees, and a sampling of wage statements.

- 2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$240,000.00, and no more, as the Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendant in equal installments of \$20,000.00 per month commencing on May 7, 2023, for 12 consecutive months, until paid in full, no interest (0.00%) to accrue on the principal amount of this debt until paid. Monthly installments to be paid into a neutral settlement fund account until fully paid and a full PAGA settlement agreement is approved by the Court. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$80,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$2,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$137,250.00 to be paid from the Gross Settlement Amount, with 75% (\$102,937.50) allocated to the LWDA PAGA Payment and 25% (\$ 34,312.50) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$34,312.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 107 Aggrieved Employees who worked a total of 2,917 Pay Periods.

4.2 Aggrieved Employee Data. Within 15 days after the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the \$240,000.00 Gross Settlement Amount by transmitting the funds to the Administrator in equal installments of \$20,000.00 per month commencing on May 7, 2023, for 12 consecutive months, until paid in full, no interest (0.00%) to accrue on the principal amount of this debt until paid. Monthly installments to be paid into a neutral settlement fund account until fully paid and a full PAGA settlement agreement is approved by the Court.

- 4.4. Payments from the Gross Settlement Amount. Within 15 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiff releases and discharges Released Parties from all PAGA wage and hour claims that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's PAGA Release"). Plaintiff's PAGA Release does not extend to any claims or actions to enforce this Agreement, any claims released in Plaintiff's separate individual settlement agreement for non-wage and hour claims (as described in paragraph 5.1.1 below), or to

any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's PAGA Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Separate Individual Settlement Agreement and Waiver of Rights Under California Civil Code Section 1542: Separate from Plaintiff's agreement to release all PAGA wage and hour claims alleged in the Action, Plaintiff has also entered into a confidential standalone agreement to release his individually alleged claims against Defendant, including non-wage and hour claims and all other claims arising out of his employment ("Plaintiff's Individual Settlement Agreement"). Plaintiff's Individual Settlement Agreement includes a general release of all known and unknown claims of any type whatsoever Plaintiff may have against Defendant, including a waiver of Section 1542, but excluding his PAGA wage and hour claims, which he is releasing in this Agreement. Payment of the amount agreed to in Plaintiff's Individual Settlement Agreement shall be made by Defendant separate from and in addition to the Gross Settlement Amount paid in resolution of the PAGA claims alleged.

- 5.2 Release by Aggrieved Employees: Upon complete funding of the Gross Settlement Amount, Plaintiff, the LWDA, all Aggrieved Employees, and the State of California shall fully release and forever discharge the Released Parties, as defined herein, from any and all PAGA claims which arose during PAGA Period (defined above), seeking civil penalties and any other remedies available under California Labor Code sections 2698, *et seq.*, including attorneys' fees and costs, that were described in the notice of alleged PAGA violations sent by Plaintiff to the LWDA, and alleged or could have been alleged in the Operative Complaint, including PAGA claims for violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, and all applicable IWC Wage Orders as to the above claims. ("Released Claims"). The release of the Released Claims shall be effective as to the PAGA Period (defined above).
- 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorney's fees and costs of suit incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.
6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.
- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including: (i) a draft [Proposed] Order Granting Approval of

PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents [initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint [Labor Code section 2699, subd. (l)(1)], this Agreement [Labor Code section 2699, subd. (l)(2)(iv) a [Proposed] Judgment consistent with the terms of this Agreement and the [Proposed] Order Granting Approval of PAGA Settlement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. Defendant represented that there were 2,917 Pay Periods as of the date of mediation, February 7, 2023, and this formed the basis of Plaintiff’s accepting agreement to settle. If the number of Pay Periods exceeds 2,917 by more than 10% as of the Effective Date, the GSA will increase pro rata per additional pay period. Alternatively, Defendant shall have the option to cap the PAGA Period on the date the total pay periods reach 2,917.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant’s defenses. The Settlement, this Agreement and Parties’ willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. This provision does not apply to public court filings, the notice of settlement that shall be sent to the Class Members by the claims administrator, or for the limited purposed of allowing Plaintiffs' Counsel to prove adequacy as counsel in other unrelated actions by referring to any information in the public record regarding the Settlement for such purposes.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

AEGIS LAW FIRM, PC
Kashif Haque (SBN 218672)
Samuel A. Wong (SBN 217104)
Jessica L. Campbell (SBN 280626)
Alexander G.L. Davies (SBN 328125)
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-9250
Facsimile: (949) 379-6251

To Defendant:

Daniel Parker Jett
FREEMAN MATHIS & GARY, LLP
550 South Hope Street, Suite 2200
Los Angeles, CA 90071-2631
Telephone: (213) 615-7019

Tyler Jacobs
FREEMAN MATHIS & GARY, LLP
3030 Old Ranch Parkway, Suite 280
Seal Beach, California 90740-7282
Telephone: (562) 583-2128
Facsimile: (562) 262-2110

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 10.18 No Reliance on Representations. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

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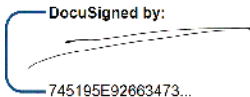
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

PLAINTIFF

Dated: May Chris, 2023 Christopher Soltysiak

DocuSigned by:

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Christopher Soltysiak, Plaintiff and PAGA
Representative

STEVE'S TOWING, INC.

Dated: May ___, 2023

John A. Miller, President

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: May ___, 2023

AEGIS LAW FIRM, PC

By _____
KASHIF HAQUE
JESSICA L. CAMPBELL
ALEXANDER G.L. DAVIES
Attorneys for Plaintiff

Dated: May ___, 2023

FREEMAN MATHIS & GARY, LLP

By _____
DANIEL PARKER JETT
TYLER JACOBS
Attorneys for Defendant, STEVE'S TOWING,
INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

PLAINTIFF

Dated: May ____, 2023

Christopher Soltysiak, Plaintiff and PAGA
Representative

STEVE'S TOWING, INC.

Dated: May 4, 2023

John A. Miller, President

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: May ____, 2023

AEGIS LAW FIRM, PC

By _____
KASHIF HAQUE
JESSICA L. CAMPBELL
ALEXANDER G.L. DAVIES
Attorneys for Plaintiff

Dated: May ____, 2023

FREEMAN MATHIS & GARY, LLP

By _____
DANIEL PARKER JETT
TYLER JACOBS
Attorneys for Defendant, STEVE'S TOWING,
INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

PLAINTIFF

Dated: May ____, 2023

Christopher Soltysiak, Plaintiff and PAGA
Representative

STEVE'S TOWING, INC.

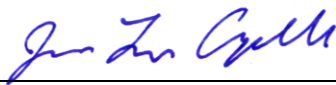
Dated: May ____, 2023

John A. Miller, President

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: May 9, 2023

AEGIS LAW FIRM, PC

By 
KASHIF HAQUE
JESSICA L. CAMPBELL
ALEXANDER G.L. DAVIES
Attorneys for Plaintiff

Dated: May ____, 2023

FREEMAN MATHIS & GARY, LLP

By _____
DANIEL PARKER JETT
TYLER JACOBS
Attorneys for Defendant, STEVE'S TOWING,
INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

PLAINTIFF

Dated: May ____, 2023

Christopher Soltysiak, Plaintiff and PAGA
Representative

STEVE'S TOWING, INC.

Dated: May ____, 2023

John A. Miller, President

APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY

Dated: May ____, 2023

AEGIS LAW FIRM, PC

By _____
KASHIF HAQUE
JESSICA L. CAMPBELL
ALEXANDER G.L. DAVIES
Attorneys for Plaintiff

Dated: May 9, 2023

FREEMAN MATHIS & GARY, LLP

By  _____
DANIEL PARKER JETT
TYLER JACOBS
Attorneys for Defendant, STEVE'S TOWING,
INC.