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11 Attorneys for Plaintiff Christopher Soltysiak, individually,
12 and on behalf of all others similarly situated.

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF RIVERSIDE**

15 CHRISTOPHER SOLTYSIAK, individually
16 and on behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 STEVE'S TOWING, INC.; and DOES 1
20 through 20, inclusive,

21 Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 18 2024

E. Escobedo

Case No. CVRI2105881

Assigned for all purposes to:
Hon. Harold W. Hopp
Dept. 1

[SECOND AMENDED PROPOSED]
ORDER GRANTING MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT REPRESENTATIVE
ACTION SETTLEMENT

Hearing Information:

Date: October 11, 2023
Time: 10:00 a.m.
Dept.: 1

1 The Court has received and considered the joint stipulation of Plaintiff Christopher
2 Soltysiak ("Plaintiff"), as an individual, and on behalf of the people of the State of California and
3 as an "aggrieved employee" acting as a private attorney general under the Labor Code Private
4 Attorneys General Act of 2004, § 2699, *et seq.* ("PAGA") and Defendant Steve's Towing, Inc.
5 ("Defendant") in the above-captioned action filed on February 8, 2021.

6 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

7 1. This Judgment incorporates by reference the definitions in the PAGA Settlement
8 Agreement ("Settlement"), and all terms defined therein shall have the same meaning as set forth
9 in the Settlement Agreement.

10 2. The Court hereby approves the Parties' proposed PAGA Settlement and hereby
11 enters FINAL JUDGMENT based on the terms set forth in the Parties' Settlement in favor of
12 Plaintiff and the PAGA Settlement Members in the amount of \$240,000.00. Of this, \$80,000.00
13 is awarded as attorney fees paid to PAGA Employee Counsel, \$16,994.39 is awarded as costs
14 paid to PAGA Employee Counsel, and \$2,750.00 is awarded as administrative costs paid to the
15 Settlement Administrator. Of the remaining \$140,315.61, 75% shall be distributed to the
16 California Labor and Workforce Development Agency ("LWDA") and 25% shall be distributed
17 to the aggrieved employees as set forth in the Settlement.

18 3. The Court hereby approves, as to form and content, the updated notice to be
19 distributed to the aggrieved employees, attached hereto as **Exhibit 1**.

20 4. As of the date of entry of this Order, Plaintiff, the LWDA and any other
21 representative, proxy, or agent thereof, including, but not limited to, any and all allegedly aggrieved
22 employees, from February 8, 2020 through March 21, 2023 (the "PAGA Period"), shall have
23 waived, released and discharged any PAGA claims against Defendants or the Released Parties
24 (Defendant Steve's Towing, Inc., and any of Defendant's present and former parents, subsidiaries,
25 affiliates, and joint ventures, and all of Defendant's shareholders, officers, directors, employees,
26 agents, and any other persons acting by, through, under, or in concert with and of them [and
27 including their respective pension, profit sharing, savings, health, and other employee benefit plans
28

1 of any nature, the successors of such plans, and those plans' respective current or former trustees
2 and administrators, agents, employees, and fiduciaries]) regarding the legal issues in this case.
3 Specifically, the Released Claims includes any and all PAGA claims which arose during PAGA
4 Period (defined above), seeking civil penalties and any other remedies available under California
5 Labor Code sections 2698, et seq., including attorneys' fees and costs, that were described in the
6 notice of alleged PAGA violations sent by Plaintiff to the LWDA, and alleged or could have been
7 alleged in the Operative Complaint, including PAGA claims for violations of Labor Code sections
8 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
9 1197, 1197.1, and 1198, and all applicable IWC Wage Orders as to the above claims (collectively,
10 the "Released Claims"). The Aggrieved Employees do not release any of their individual claims
11 for wages or damages against Defendant under the terms of this settlement. The Released Claims
12 are intended not to extend beyond the preclusive effect of *Arias v. Superior Court*, 46 Cal.4th 969
13 (2009).

14 5. As of the date of filing his Motion for Final Approval, no final accounting hearing
15 has been set before the Court.

16 6. Plaintiff shall submit a copy of this Order to the LWDA within ten calendar days
17 after entry of the Order. Plaintiff shall provide proof to the Court that he has done so at the final
18 accounting hearing, set for January 13, 2025 at 8:30 A.M. [~~or a later date that is convenient with~~
19 the Court, on _____ at _____ A.M./P.M.]

20 7. This Judgment is intended to be a final disposition in its entirety of the above
21 captioned action. Without affecting the finality of this judgment in any way, the Court retains
22 jurisdiction of all matters relating to the interpretation, administration, implementation,
23 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

24 IT IS SO ORDERED.

25
26 Dated: 6/18, 2024



27 Hon. Harold W. Hopp
28 Judge of the Superior Court, County of Riverside

EXHIBIT 1

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: *Soltysiak v. Steve's Towing, Inc., et al.*

Notice of PAGA Settlement, Settlement Payment, and Release of Claims

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Soltysiak v. Steve's Towing, Inc., et al.*, Riverside County Superior Court Case No. CVRI2105881.

I. NOTICE OF PAGA SETTLEMENT AND PAYMENT

The Riverside County Superior Court (the "Court") has approved a settlement in the above-referenced action filed by Plaintiff, on behalf of himself and all other hourly-paid, non-exempt Property Management Onsite employees in California. That case was filed against Defendant Steve's Towing, Inc. ("Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The claim was brought on behalf of the State of California and all other Aggrieved Employees of Defendant, which is defined as all current and former non-exempt employees of Steve's Towing, Inc. who worked in the State of California from February 8, 2020, through March 21, 2023 (the "PAGA Period"). You have been identified as one of the Aggrieved Employees on whose behalf the case was brought.

The Plaintiff in the case alleged that Defendants violated certain California Labor Code provisions. Plaintiff was solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other Aggrieved Employees under PAGA. Defendant denies that it did anything wrong or that it owes any penalties whatsoever. Defendant maintains that it has been, at all relevant times, compliant with the California Labor Code. The Court has not made a determination of who is right and this Notice is not an expression of any opinion by the Court as to the merits of Plaintiff's claims.

After arm's-length and good-faith settlement negotiations presided over by an experienced mediator, the parties reached a settlement that resolves this action rather than the parties having to proceed with the uncertainty and protracted expense of further litigation. As part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Under the PAGA statute, the penalties get divided between the State and the Aggrieved Employees. The enclosed check represents your portion of the penalties allocated to the Aggrieved Employees. Each individual payment was calculated on a proportional basis based on the number of pay periods you worked as a non-exempt employee for Defendant in California from February 8, 2020, through March 21, 2023. Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the State Controller under the Unclaimed Property Law.

II. RELEASE OF CLAIMS

The Court has approved the Parties' Settlement and entered a Judgment. By operation of the Settlement's terms, Plaintiff, the State of California, the LWDA and any other representative, proxy, or agent thereof, shall have waived, released and discharged any PAGA claims against the Released Parties (Defendant and any of Defendant's present and former parents, subsidiaries, affiliates, and joint ventures, and all of Defendant's shareholders, officers, directors, employees, agents, 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). Specifically, the Released Claims includes any and all PAGA claims, February 8, 2020, through January 31, 2023 ("the PAGA Period"), 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 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. (Collectively the "Released Claims"). The release of the Released Claims shall be effective as to the PAGA Period.

The Judgment entered by the Court in this matter is a judicial determination that is binding on you regardless of whether you cash the enclosed check. Accordingly, Aggrieved Employees are barred by this Judgment from bringing claims released by this Settlement.

You will release these claims regardless of whether you cash the enclosed check.

* * *

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter), Plaintiff's counsel or Defendants' counsel:

Samuel Wong Kashif Haque Jessica Campbell Alexander G.L. Davies AEGIS LAW FIRM, PC Telephone: (949) 379-6250 Email: adavies@aegislawfirm.com Counsel for Plaintiff	FREEMAN MATHIS & GARY, LLP Daniel Parker Jett Email: djett@fmglaw.com Telephone: (213) 615-7019 Tyler J. Jacobs Email: tjacobs@fmglaw.com Telephone: (562) 583-2128 Counsel for Defendants
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Very Truly Yours,

[administrator]