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

PHILLIP HEREDIA on behalf of
himself, all others similarly situated,
and on behalf of the general public,

Plaintiffs,

v.

SUNBELT TOWING, INC.;
WESTERN TOWING, INC.; and
DOES 1-100,

Defendants.

Case No. 37-2023-00023634-CU-OE-CTL

*[Assigned for All Purposes to the
Honorable Gregory W. Pollack; Dept. C-71]*

**[PROPOSED] ORDER GRANTING PLAINTIFF
PHILLIP HEREDIA’S MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Date: February 27, 2026

Time: 9:30 a.m.

Complaint Filed: September 23, 2024

Trial Date: None Set

1 WHEREAS, this action is pending before this Court as an alleged representative action under
2 the Private Attorneys General Act of 2004 (the “Action”); and

3 WHEREAS, the Court has considered the motion by Plaintiff Phillip Heredia (“Plaintiff”) for
4 approval of the Parties’ settlement in accordance with the Parties’ PAGA Settlement Agreement and
5 Limited Release (“Settlement Agreement”). The Court understands that the Settlement Agreement sets
6 forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice.
7 Based on a review of the submissions by the Parties, and good cause appearing;

8 NOW, THEREFORE, IT IS HEREBY ORDERED:

9 1. All terms used in the Settlement Agreement shall have the same meaning as defined
10 therein.

11 2. The terms of the Settlement Agreement are fair, adequate, and reasonable, and
12 therefore, are approved by the Court.

13 3. Compensation to the Labor and Workforce Development Agency (LWDA) and the
14 PAGA Members shall be affected pursuant to the terms of the Settlement Agreement.

15 4. The Court hereby approves of the payment of attorneys’ fees to Plaintiff’s Counsel in
16 the sum of \$100,000 and costs in the sum of \$5,468.92 to be affected in the manner set forth in the
17 Settlement Agreement.

18 5. The Court hereby approves of the payment in the amount of \$4,593 to Simpluris for
19 performance of its settlement administration services.

20 6. Upon entry of this Order, all claims in the lawsuit shall be and are hereby dismissed
21 with prejudice. Moreover, the LWDA and each and every PAGA Member, including Plaintiff, shall
22 be deemed and are deemed to have conclusively released and forever discharged the Releasees from
23 the Released Claims, as defined in the Settlement Agreement, and are permanently barred and
24 enjoined from the institution or prosecution of all Released Claims against the Releasees.

25 7. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an
26 admission of liability or any wrongdoing by the Releasees, nor is the Court’s Order a finding of the
27 validity of any claims in the lawsuit or of any wrongdoing by the Releasees.

28 8. This Order is intended to be a final disposition of the lawsuit in its entirety and is

1 intended to be immediately appealable.

2 9. The Court shall retain jurisdiction with respect to all matters related to the
3 administration and consummation of the settlement.

4 **JUDGMENT**

5 10. The Court hereby enters final judgment in this Action in accordance with terms of the
6 Settlement Agreement and the Order Granting Plaintiff's Motion for Approval of PAGA Settlement
7 ("Final Order"). All terms used herein shall have the same meaning as defined in the Settlement
8 Agreement.

9 11. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff and all
10 PAGA Members, shall have by operation of the Final Order and this Judgment, fully, finally and
11 forever released, relinquished, and discharged the Releasees from the Released Claims as those terms
12 are respectively defined in the Settlement Agreement, and are forever barred and enjoined from
13 prosecuting such released claims against the Releasees.

14 12. Without affecting the finality of the Final Order and/or this Judgment, pursuant to
15 California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court,
16 the Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiff, PAGA
17 Members, and Defendant for the purposes of supervising the implementation, enforcement,
18 construction, and interpretation of the Settlement Agreement, Final Order, and Judgment.

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20 Dated: _____

21 Honorable Gregory W. Pollack
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