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BRIAN RICKARD

FILED
San Diego Superior Court
OCT 30 2026
By: S. Christensen, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

BRIAN RICKARD, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

QUALITY TOWING AND RECOVERY; ANGIE'S TOWING, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 24CU011158C

[Assigned for all purposes to the Hon. Judy S. Bae, Dept. C-62]

[~~PROPOSED~~] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS' GENERAL ACT

Date: October 30, 2026
Time: 9:10 a.m.
Dept.: C-62

Action Filed: September 13, 2024
Trial Date: None Set

This matter came on regularly for hearing before this Court on October 30, 2026, at 9:10 a.m.. Having considered the Parties' PAGA Settlement Agreement ("Settlement");[1] the documents and evidence presented in support thereof; and recognizing the disputed factual and legal issues involved in this case; the risks of further prosecution, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(s)(2). Good cause appearing therefor, the Court hereby GRANTS Plaintiff Brian Rickard's ("Plaintiff") Motion for Approval of Settlement of Claims under the Private Attorneys General Act ("Motion") and ORDERS as follows:

1. The "Aggrieved Employees" shall be defined as: all current and former non-exempt employees who were employed by Defendant Angies Towing, Inc. dba Quality Towing ("Defendant") in California at any time during the PAGA Period.

2. The "PAGA Period" means September 13, 2023, through February 26, 2026.

3. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

4. The Court orders that Defendant shall deposit the Gross Settlement Amount of $123,500.00 into an account established by the Settlement Administrator, pursuant to the terms of the Settlement.

5. The Court hereby approves the Explanatory Letter submitted by the parties and included as Exhibit A to the Settlement.

6. The Court hereby appoints Phoenix Class Action Administration Solutions as the Settlement Administrator.

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[1] All terms used in this Order shall have the same meaning as that assigned to them in the PAGA Settlement Agreement, attached as Exhibit 1 to the Declaration of Tuvia Korobkin submitted concurrently with the Motion.

7. Within fifteen (15) days after the Effective Date, Defendant shall provide the Settlement Administrator with a list containing each Aggrieved Employee's full name, last known mailing address, number of pay periods worked during the PAGA Period, and Social Security numbers, pursuant to the terms of the Settlement.

8. The Settlement Administrator is directed to mail the Individual PAGA Payments and the Explanatory Letter to the Aggrieved Employees within fourteen (14) days of receipt of the Gross Settlement Amount being fully funded and receiving approval from the Parties of the payment calculations, pursuant to the terms of the Settlement.

9. The Court finds that attorneys' fees in the amount of 35% of the Gross Settlement Amount (currently estimated to be $43,225.00) for Plaintiff's counsel, and reimbursement of litigation costs of $14,447.07 to Plaintiff's counsel, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's Counsel as provided for in the Settlement Agreement.

10. The Court orders that the Settlement Administrator shall be paid $3,950.00 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

11. The Court finds that the amount of $40,220.65, representing 65% of the $61,877.93 Net Settlement Amount allocated as PAGA civil penalties under the Settlement, to be paid to the California Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement. Likewise, the Court finds that the amount of $21,657.28, representing 35% of the Net Settlement Amount to be paid to the Aggrieved Employees is fair, adequate, and reasonable.

12. Pursuant to Section 8 of the Settlement, in the event the number of pay periods worked by the Aggrieved Employees during the PAGA Period as of February 26, 2026, exceeds 4,121 by more than 10%, Defendant has the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of pay periods during the PAGA Period, Defendant would agree to increase the Gross Settlement Amount by 1%); or (2) elect to end the PAGA Period on an earlier date at Defendant's

discretion in order to limit the covered pay periods to 10% more than the estimate provided in lieu of paying an increase to the Gross Settlement Amount. If this provision is triggered and Defendant elects the former option, then the amounts for attorneys' fees, the Net Settlement Amount, and the amounts paid to the LWDA and Aggrieved Employees from the Net Settlement Amount shall be modified accordingly, pursuant to the terms of the Settlement. If Defendant elects the latter option, then the PAGA Period shall end on the truncated end date, and the Explanatory Letter to Aggrieved Employees shall indicate such revised date as the end of the PAGA Period.

13. The Court approves the scope of the release as set forth in the Settlement. Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and Aggrieved Employees will have released all of the Released PAGA Claims against the Released Parties which were resolved as part of the Settlement. The Released PAGA Claims include all claims under the PAGA that were alleged in, or could have been alleged based on the facts alleged in, Plaintiff's PAGA Notice and in the Action, including, but not limited to Labor Code sections: 201-203, 204, 510, 512, 516, 558, 226, 226.3, 226.7, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698, 2699, and all applicable Industrial Welfare Commission ("IWC") Orders; and claims for meal period violations and failure to pay meal period premiums; rest period violations and failure to pay rest period premiums; failure to properly maintain and furnish complete and accurate itemized wage statements; failure to maintain accurate records; failure to timely pay wages during employment; failure to pay minimum, regular, and overtime and/or double-time wages (including but not limited to claims based on time rounding, time shaving, working through meal periods, and/or off-the-clock theories, or any other claims giving rise to minimum wage and/or overtime claims); failure to reimburse necessary business expenses (including use of personal cell phones for work-related reasons); and failure to timely pay final wages and waiting time penalties associated therewith. This release applies to claims arising at any time during the PAGA Period.

14. Upon entry of this Judgment and Order, the Court permanently enjoins and forever bars Plaintiff or the Aggrieved Employees from instituting or prosecuting any of the Released

PAGA Claims against the Released Parties which were resolved as part of the Settlement. Without affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction to enforce the terms of the Settlement in accordance with California Code of Civil Procedure section 664.6.

15. Plaintiff shall file a declaration confirming the final distribution of funds on or before 6/9/2027.

16. The final ~~compliance~~ accounting hearing shall be held on 7/2/2027 @ 9:10 AM in Dept. 62

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 10/30/2026

By: _____
Honorable Judy S. Bae
Judge of the Superior Court