

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Christopher Cruz (“Plaintiff”) and defendant Toyota Motor Sales, U.S.A., Inc. (“TMS”). The Agreement refers to Plaintiff and TMS collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against TMS captioned “*CHRISTOPHER CRUZ, an individual, on behalf of himself, all Settlement Group Members, and the State of California as a Private Attorneys General, Plaintiff, vs. TOYOTA MOTOR SALES, U.S.A., INC., a California corporation and DOES 1-50, inclusive, Defendant,*” initiated on September 19, 2023 and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 23STCV22656.
- 1.2. “Administrator” means CPT Group, Inc., 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 Total 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. “Approval Order and Final Judgment” and “Judgment” mean the Court Order Granting Approval of PAGA Settlement and Entering Final Judgment in substantively the same form evidenced by the proposed order and judgment attached to this Agreement as Exhibit A.
- 1.5. “Court” means the Superior Court of California, County of Los Angeles.
- 1.6. “Defense Counsel” means Zachary P. Hutton, Brian Featherstun, and Anna M. Skaggs of Paul Hastings LLP.
- 1.7. “Effective Date” means the date by which both of the following have occurred:
(a) the Court enters a Judgment on its Order Approving the PAGA Settlement, and
(b) the Settlement is Final.
- 1.8. “Final” means that the Settlement has been approved by the Court and either (a) the deadline for an appeal from the Court’s order passes without a timely appeal having been filed; (b) a timely appeal is filed, the California Court of Appeal renders an order affirming the Court’s order without material modification or dismisses the appeal, and the date for a petition for review by the California Supreme Court passes without a timely petition having been filed; (c) a petition for review with the California Supreme Court is filed and that court renders a final judgment affirming the Court’s order without material modification, and the date for a petition for certiorari by the U.S. Supreme Court passes without a timely petition having been filed; or (d) a petition for certiorari with the U.S. Supreme Court is filed and that

court renders a final judgment affirming the Superior Court's order without material modification.

- 1.9. "LWDA" means the California Labor and Workforce Development Agency.
- 1.10. "LWDA PAGA Payment" means the 75% of the PAGA Penalties payable to the LWDA under Labor Code section 2699, subdivision (i).
- 1.11. "Notice of Settlement" means the notice that Settlement Group Members will receive setting forth information about the Settlement, as evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- 1.12. "Net Settlement Amount" and "PAGA Penalties" mean the amount from the Total Settlement Amount that is available for distribution as the LWDA PAGA Payment and as Settlement Shares to Settlement Group Members after deductions for the following payments in the amounts approved by the Court: the PAGA Representative Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Pursuant to Labor Code section 2699, subdivision (i), the PAGA Penalties will be allocated 75% to the LWDA and 25% to the Settlement Group Members in settlement of PAGA claims.
- 1.13. "PAGA" means the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*
- 1.14. "PAGA Counsel" means Nazo Koulloukian of Koul Law Firm, the attorney representing Plaintiff in the Action.
- 1.15. "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.
- 1.16. "PAGA Pay Period" means any Pay Period within the PAGA Period during which a Settlement Group Member worked for TMS in a non-exempt position in California for at least one day.
- 1.17. "PAGA Period" means (a) the period from July 14, 2022 through the date of the Approval Order and Final Judgment or June 11, 2024, whichever occurs first; or (b) if TMS so elects pursuant to Paragraph 9, the period from July 14, 2022 through the date on which the number of PAGA Pay Periods reaches 63,902.
- 1.18. "PAGA Notices" means Plaintiff's letters to TMS and the LWDA dated July 14, 2023 and February 20, 2024 providing notice of Plaintiff's claims against TMS pursuant to Labor Code section 2699.3, subdivision (a).
- 1.19. "PAGA Representative Payment" means the special payment made to Plaintiff to compensate him for initiating and pursuing the Action and undertaking the risk of

liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Action.

- 1.20. "Plaintiff" means Christopher Cruz, the named plaintiff in the Action.
- 1.21. "Released Parties" means TMS and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.
- 1.22. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.23. "Settlement Group Members" means all current and former employees who worked for Toyota Motor Sales, U.S.A., Inc. in a non-exempt position in California at any time during the PAGA Period.
- 1.24. "Settlement Group Member Address Search" means the Administrator's investigation and search for current Settlement Group Member 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 Settlement Group Members.
- 1.25. "Settlement Group Member Data" means Settlement Group Member identifying information in TMS's possession including the Settlement Group Member's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.
- 1.26. "Settlement Share" means a Settlement Group Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods the Settlement Group Member worked.
- 1.27. "TMS" means defendant Toyota Motor Sales, U.S.A., Inc.
- 1.28. "Total Settlement Amount" means \$850,000 (Eight Hundred and Fifty Thousand Dollars), which is the total amount TMS agrees to pay under the Settlement except as provided in Paragraph 9 below. The Total Settlement Amount will be used to pay the Settlement Shares, the LWDA PAGA Payment, the PAGA Representative Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.

2. RECITALS.

- 2.1. Prior to moving for approval of the Settlement, Plaintiff will file with the Superior Court a first amended complaint (the "FAC") in the Action that is coextensive with the allegations set forth in Plaintiff's February 20, 2024 notice to the LWDA of his claims under PAGA and the claims to be released through the Settlement (the "Operative Complaint").

- 2.2. On September 19, 2023, Plaintiff commenced this Action by filing a Complaint asserting a cause of action against TMS for civil penalties under PAGA. In the Complaint and his notices to the LWDA, Plaintiff alleges that TMS failed to pay all wages due, including minimum wages, overtime, paid sick leave, and COVID-19 supplemental paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; provide safe working conditions; provide a safe and healthful place of employment; comply with warehouse quota laws; timely pay all wages due during employment; and pay all wages due upon separation of employment, including but not limited to accrued vacation. TMS denies the allegations, denies any failure to comply with the law, and denies any and all liability for the causes of action alleged.
- 2.3. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to TMS and the LWDA by sending the PAGA Notices.
- 2.4. On March 11, 2024, the Parties participated in an all-day mediation presided over by David A. Rotman of Mediated Negotiations, which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, TMS produced to Plaintiff, through informal discovery, relevant documents, data, and information, including relevant policies and data reflecting the dates of employment, hours, and pay rates of Settlement Group Members, their hours worked, and the pay they received.

3. MONETARY TERMS.

- 3.1. Total Settlement Amount. Except as otherwise provided by Paragraph 9 below, TMS promises to pay \$850,000 (Eight Hundred and Fifty Thousand Dollars) and no more as the Total Settlement Amount. TMS has no obligation to pay the Total Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Total Settlement Amount without asking or requiring Settlement Group Members to submit any claim as a condition of payment. None of the Total Settlement Amount will revert to TMS.
- 3.2. Payments from the Total Settlement Amount. The Administrator will make and deduct the following payments from the Total Settlement Amount, in the amounts specified by the Court in the Approval Order and Final Judgment:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% of the Total Settlement Amount (which is currently estimated to be \$283,305) and a PAGA Counsel Litigation Expenses Payment of not more than \$30,000. Plaintiff and/or PAGA Counsel will file an application or motion for the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, and TMS will not oppose requests for Court approval of these payments provided they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel

Litigation Expenses Payment of 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 of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and the PAGA Counsel Litigation 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 TMS and the other Released Parties harmless, and indemnifies TMS and the other Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To Plaintiff: A PAGA Representative Payment of not more than \$10,000. Plaintiff and/or PAGA Counsel will file an application or motion for the PAGA Representative Payment, and TMS will not oppose the request for Court approval of this payment provided it does not exceed this amount. If the Court approves a PAGA Representative Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Representative Payment using one or more IRS 1099 Forms. Plaintiff assumes full responsibility and liability for taxes owed on the PAGA Representative Payment.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,950 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 \$7,950 the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Settlement Group Members: The Net Settlement Amount, of which 75% shall be allocated to the LWDA PAGA Payment and 25% shall be allocated to the Settlement Shares pursuant to Labor Code section 2699(i).
 - 3.2.4.1. The Administrator will calculate each Settlement Share by (a) dividing the amount of the Settlement Group Members' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Settlement Group Members during the PAGA Period and (b) multiplying the result by each Settlement Group Member's PAGA Pay Periods. Settlement Group Members assume full responsibility and liability for any taxes owed on their Settlement Share.
 - 3.2.4.2. The Administrator will report the Settlement Shares on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Settlement Group Member Pay Periods. The Parties estimate that Settlement Group Members worked approximately 58,093 pay periods from July 14, 2022 through March 11, 2024 (the “Estimated Pay Periods”).
- 4.2. Settlement Group Member Data. Within 30 days after the date of the Approval Order and Final Judgment, TMS will simultaneously deliver the Settlement Group Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Settlement Group Members’ privacy rights, the Administrator must maintain the Settlement Group Member Data in confidence, use the Settlement Group Member Data only for purposes of this Settlement and for no other purpose and restrict access to the Settlement Group Member Data to Administrator employees who need access to the Settlement Group Member Data to effect and perform under this Agreement. TMS has a continuing duty to immediately notify PAGA Counsel if it discovers that the Settlement Group Member Data omitted employee identifying information and to provide corrected or updated Settlement Group Member Data as soon as reasonably feasible. Without any extension of the deadline by which TMS must send the Settlement Group Member 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 Settlement Group Member Data.
- 4.3. Funding of Total Settlement Amount.
 - 4.3.1. The Administrator will provide TMS with wire transfer information within 3 days after the Effective Date.
 - 4.3.2. TMS shall fully fund the Total Settlement Amount by transmitting the funds to the Administrator no later than 20 days after the deadline for the Administrator to provide TMS with wire transfer information under Paragraph 4.3.1.
- 4.4. Payments from the Total Settlement Amount. Within 14 days after TMS funds the Total Settlement Amount, the Administrator will mail checks for all Settlement Shares, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Payment shall not precede disbursement of Settlement Shares.
 - 4.4.1. The Administrator will issue checks for the Settlement Shares and send them to the Settlement Group Members via First Class U.S. Mail, postage prepaid, together with a copy of the Notice of Settlement completed by the Parties to reflect information regarding the Approval Order and Final Judgment. The face of each check shall prominently state the date (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 a Settlement Group Member Address Search for all Settlement Group Members 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 Settlement Group Member Address Search. The Administrator need not take further steps to deliver checks to Settlement Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Settlement Group Member whose original check was lost or misplaced if requested by the Settlement Group Member prior to the void date.
- 4.4.3. For any Settlement Group Member whose Settlement Share check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Settlement Group Member.
- 4.4.4. The payment of Settlement Shares shall not obligate TMS to confer any additional benefits or make any additional payments to the Settlement Group Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

- 5.1. Plaintiff's Release. In consideration of Plaintiff's awarded PAGA Representative Payment, Plaintiff's Settlement Share, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final and is fully funded as set forth in Paragraph 4.3, Plaintiff releases any and all known and unknown claims against TMS and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities (the "Released Parties"), and waives the protection of California Civil Code section 1542, which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

("Plaintiff's Released Claims"). Plaintiff's Released Claims expressly exclude the individual claims for harassment, failure to prevent harassment, retaliation,

wrongful termination, and intentional infliction of emotional distress already asserted in the action entitled “*CHRISTOPHER CRUZ, an individual, Plaintiff, vs. TOYOTA MOTOR SALES, U.S.A., INC., a California Corporation; and DOES 1 through 100, inclusive, Defendant,*” pending before the Superior Court of the State of California, County of San Bernardino, No. CIVSB2313634 (the “Excluded Claims”). The Settlement will have no impact on the Excluded Claims.

- 5.2. Release by Settlement Group Members and State of California: In consideration for their awarded portions of the Settlement Group Allocation, as of the date the Settlement becomes Final and is fully funded as set forth in Paragraph 4.3, the State of California and all Settlement Group Members release any and all claims under PAGA for civil penalties against TMS and the other Released Parties that arise out of or reasonably relate to the allegations asserted in the Operative Complaint and the notices submitted by Plaintiff to the LWDA pursuant to PAGA that, during the PAGA Period, TMS failed to pay all wages due, including minimum wages, overtime, paid sick leave, and COVID-19 supplemental paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; provide safe working conditions; provide a safe and healthful place of employment; comply with warehouse quota laws; timely pay all wages due during employment; and pay all wages due upon separation of employment, including but not limited to accrued vacation (the “Released PAGA Claims”). The Released PAGA Claims include but are not limited to claims brought under California Labor Code sections 200-204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 246-248.6, 249, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2100, 2101, 2350, 2441, 2698 *et seq.*, 2802, 3457, 6400, 6401, 6402, 6403, 6404, 6407, and 6712, 8 Cal. Code Regs. section 3202, and the Industrial Welfare Commission Wage Order. All Settlement Group Members will release the Released PAGA Claims and receive a Settlement Share.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file a motion for approval of this Settlement.

- 6.1. Joint Motion for Approval. The Parties agree to jointly prepare and file a motion for approval of this Settlement. The supporting papers filed with the motion shall include, *inter alia*, a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement provided by the Court. PAGA Counsel and Defense Counsel are jointly responsible for obtaining a prompt hearing date for the motion for approval of this Settlement, if necessary; timely and expeditiously finalizing and filing the motion for approval; and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Approval Order and Final Judgment to the Administrator.
- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement

under Labor Code section 2699, subdivision (f)(2), including (a) 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 Settlement Group Member 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 Settlement Group Members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (b) a signed declaration by PAGA Counsel attesting to their timely transmission to the LWDA of all necessary documents pursuant to Labor Code section 2699(l) and all facts relevant to any actual or potential conflict of interest with Settlement Group Members and/or the Administrator; and (c) a signed declaration by Plaintiff attesting to all facts relevant to any actual or potential conflict of interest with Settlement Group Members and/or 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 CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. 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 to 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. 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.

- 8.1. Waiver of Right to Appeal. The Parties waive all appeals from the Court's approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and PAGA Counsel may appeal from an order by the Court that reduces the amounts sought for the PAGA Representative Payment, the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff to avoid the Settlement or obtain an increased Total Settlement Amount. TMS's payment obligations under the Settlement will be suspended pending an appeal of the Judgment. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.
- 8.2. Settlement Group Members. There is no statutory right for any Settlement Group Member to object, opt out, or otherwise exclude himself or herself from the Settlement. Further, there is no right or opportunity for any Settlement Group Member, with the exception of Plaintiff, to appeal the approval of the Settlement by the Court.

9. ESCALATOR PROVISION FOR UNANTICIPATED INCREASE IN PAY PERIODS.

The Parties estimate that Settlement Group Members worked approximately 58,093 PAGA Pay Periods from July 14, 2022 through March 11, 2024 (the "Estimated Pay Periods"). If the actual number of PAGA Pay Periods worked by Settlement Group Members during the period from July 14, 2022 through the date of the Approval Order and Final Judgment or June 11, 2024 (whichever occurs first) exceeds the Estimated Pay Periods by more than 10% (i.e., is equal to or greater than 63,902), then TMS shall have the option to either (i) increase the Total Settlement Amount by a proportionate amount for each additional pay period beyond the 10% threshold; or (ii) end the PAGA Period on the date that the number of PAGA Pay Periods reaches 63,902.

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 TMS that any of the allegations in the PAGA Notices or Operative Complaint have merit or that TMS has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that TMS'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, TMS reserves all available defenses to the claims in the Action, and Plaintiff reserves the

right to contest TMS'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 TMS, 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, TMS 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 and Press Releases. Plaintiff and his attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the motion for approval of the Settlement, Plaintiff and his attorneys will not have any communication regarding the Settlement with anyone other than family members, clients, Settlement Group Members, financial advisors, retained experts, and vendors related to settlement administration. If, before the filing of the Joint Motion, Plaintiff or his attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, TMS may rescind the Settlement, rendering it null and void.
- 10.12. Use and Return of Settlement Group Member Information. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of Settlement Group Member information provided to PAGA Counsel by TMS in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to distribute all Settlement funds, PAGA Counsel shall destroy all paper and electronic versions of Settlement Group Member information received from TMS unless, prior to the Administrator's distribution of all Settlement funds, TMS makes a written request to PAGA Counsel for the return, rather than the destruction, of Settlement Group Member information.
- 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:

KOUL LAW FIRM
Nazo Koulloukian
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010

To TMS:

PAUL HASTINGS LLP
Zachary P. Hutton
Brian Featherstun
Anna M. Skaggs
101 California Street, 48th Floor
San Francisco, CA 94111

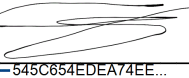
10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 4/12/2024.

CHRISTOPHER CRUZ

DocuSigned by:

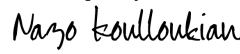


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Dated: 4/11/2024.

NAZO KOULLOUKIAN
KOUL LAW FIRM

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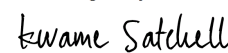
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By: _____
Nazo Koulloukian
Attorneys for Plaintiff Christopher Cruz

Dated: 4/11/2024.

TOYOTA MOTOR SALES, U.S.A., INC.

DocuSigned by:



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By: _____
Kwame Satchell
Authorized for Defendant
Toyota Motor Sales, U.S.A., Inc.

Dated: 4/11/2024.

ZACHARY P. HUTTON
PAUL HASTINGS LLP

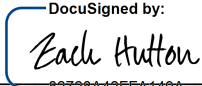
By: 
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Attorneys for Defendant
Toyota Motor Sales, U.S.A., Inc.

EXHIBIT A

**(PROPOSED ORDER APPROVING SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT)**

EXHIBIT A

(Counsel listed on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CHRISTOPHER CRUZ, an individual, on
behalf of himself, all aggrieved
employees, and the State of California as
a Private Attorneys General,

Plaintiff,

vs.

TOYOTA MOTOR SALES, U.S.A.,
INC., a California corporation and DOES
1-50, inclusive,

Defendant.

Case No. 23STCV22656

**[PROPOSED] ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Date: [REDACTED], 2024

Time: [REDACTED] a.m./p.m.

Judge: Hon. Daniel M. Crowley
Dept.: 71

Complaint filed: September 19, 2023

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10 *the State of California as a Private Attorneys General*

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On [REDACTED], 2024, a hearing was held on the joint motion of Plaintiff Christopher Cruz (“Plaintiff”) and Defendant Toyota Motor Sales, U.S.A., Inc. (“TMS”) (collectively, the “Parties”) for approval of a settlement agreement pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698 *et seq.* Nazo Koulloukian of Koul Law Firm appeared for Plaintiff, and Zachary P. Hutton of Paul Hastings LLP appeared for TMS. The Court having considered all papers filed and proceedings herein and otherwise being fully informed, and having made this Judgment which constitutes a final adjudication of this matter on the merits, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall have the same meaning as given in the Settlement Agreement (the “Settlement”) executed between the Parties on or around [REDACTED], 2024.

2. The Labor Workforce and Development Agency (“LWDA”) has been given notice of the Settlement. Pursuant to sections 2699(1)(2) and (1)(4) of the California Labor Code, on the date the Parties filed with the Court the motion seeking approval of the Settlement, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff’s notice of the Settlement complied with the statutory requirements of PAGA.

3. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as the “Settlement Group Members”:

All current and former employees who worked for Toyota Motor Sales, U.S.A., Inc. in a non-exempt position in California at any time from July 14, 2022 through [REDACTED], 2024 (the “PAGA Period”).

4. This Court has jurisdiction over the subject matter of this litigation, over all Settlement Group Members, and over those persons and entities undertaking affirmative obligations under the Settlement.

5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

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6. The Court approves the Notice of Settlement (Exhibit B to the Settlement Agreement) to be mailed to Settlement Group Members.

7. The Court finds that each Settlement Group Member, in accordance with the Settlement, releases the following "Released PAGA Claims" against TMS and the other Released Parties, as defined by the Settlement Agreement.

Any and all claims under PAGA for civil penalties that arise out of or reasonably relate to the allegations asserted in the FAC and the notices submitted by Plaintiff to the LWDA pursuant to PAGA that, during the PAGA Period, TMS failed to pay all wages due, including minimum wages, overtime, paid sick leave, and COVID-19 supplemental paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; provide safe working conditions; provide a safe and healthful place of employment; comply with warehouse quota laws; timely pay all wages due during employment; and pay all wages due upon separation of employment, including but not limited to accrued vacation. The Released PAGA Claims include but are not limited to claims brought under California Labor Code sections 200-204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 246-248.6, 249, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2100, 2101, 2350, 2441, 2698 *et seq.*, 2802, 3457, 6400, 6401, 6402, 6403, 6404, 6407, and 6712, 8 Cal. Code Regs. section 3202, and the Industrial Welfare Commission Wage Order.

8. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the methodology used to calculate and pay each Settlement Share, in accordance with the Settlement, are fair and reasonable.

9. The Court authorizes the Settlement Administrator to calculate and pay the Settlement Shares, in accordance with the terms of the Settlement.

10. The Court awards the Settlement Administrator in this Action its fees and costs of \$ [REDACTED], to be paid from the Total Settlement Amount, in accordance with the terms of the Settlement.

11. The Court awards to PAGA Counsel in this Action 33.33% of the Total Settlement Amount for their attorneys' fees and an additional \$ [REDACTED] in costs, to be paid from the Total Settlement Amount, in accordance with the terms of the Settlement.

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12. The Court awards to Plaintiff in this Action \$ [REDACTED] as a PAGA Representative Payment, to be paid from the Total Settlement Amount, to compensate him for initiating and pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Action.

13. The Court approves the allocation and payment of \$ [REDACTED] (the "PAGA Penalties") as for the compromise of claims brought under PAGA, to be paid in accordance with the terms of the Settlement. Under the terms of the Settlement, 75% of the PAGA Penalties will be paid to the LWDA ("LWDA PAGA Payment"), and the remaining 25% of the PAGA Penalties shall be distributed to the Settlement Group Members in accordance with the terms of the Settlement.

14. Checks for the Settlement Shares sent to Settlement Group Members shall be valid for 120 days after issuance. Funds remaining from any checks for Settlement Shares uncashed after 120 days will be disbursed to the California State Controllers' Office, Unclaimed Property Fund, in the name of the Settlement Group Member.

15. The Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment, as well as the Settlement.

16. The Settlement and this resulting Order and Judgment represent a compromise of disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as an admission or concession by any party.

17. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of the date of this Order.

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EXHIBIT A

1 18. Within 180 days of the date of this Order, the Parties are directed to file a joint status
2 report regarding the status of the distribution of settlement proceeds. Upon satisfaction that the
3 appropriate payments have been made, the Court will close this case.

4 **IT IS SO ORDERED AND ADJUDGED.**

5
6 Dated: _____

Hon. Daniel M. Crowley
Judge of the Superior Court

EXHIBIT B
(NOTICE OF SETTLEMENT)

EXHIBIT B

NOTICE OF SETTLEMENT

To: All current and former employees who worked for Toyota Motor Sales, U.S.A., Inc. in a non-exempt position in California at any time from July 14, 2022 through [REDACTED], 2024.

1. WHAT IS THIS NOTICE ABOUT?

A settlement (the “Settlement”) has been reached between Plaintiff Christopher Cruz (“Plaintiff”) and Defendant Toyota Motor Sales, U.S.A., Inc. (“TMS”), in a lawsuit brought by Plaintiff in the Superior Court of California, County of Los Angeles (the “Court”) on behalf of all current and former employees who worked for TMS in a non-exempt position in California any time from July 14, 2022 through [REDACTED], 2024 (the “Settlement Group Members”).

The Court has approved the Settlement. You are receiving this notice and the enclosed check because TMS’s records indicate that you fall within the above definition of “Settlement Group Members.” This notice is designed to inform you about the lawsuit, the terms of the Settlement, and the payment that you are receiving as part of the Settlement.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff filed a lawsuit in the Court titled “*CHRISTOPHER CRUZ, an individual, on behalf of himself, all Settlement Group Members, and the State of California as a Private Attorneys General, Plaintiff, vs. TOYOTA MOTOR SALES, U.S.A., INC., a California corporation and DOES 1-50, inclusive, Defendant,*” which the Court designated as Case No. 23STCV22656 (the “Action”).

In the Action, Plaintiff asserted a claim for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698 *et seq.* (the “PAGA Claim”). The PAGA Claim was based on Plaintiff’s allegations that, with respect to the Settlement Group Members, TMS failed to pay all wages due, including minimum wages, overtime, paid sick leave, and COVID-19 supplemental paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; provide safe working conditions; provide a safe and healthful place of employment; comply with warehouse quota laws; timely pay all wages due during employment; and pay all wages due upon separation of employment, including but not limited to accrued vacation.

TMS denies all of Plaintiff’s material allegations, and maintains that it has complied at all times with the requirements of the California Labor Code and all other applicable law and that civil penalties are not recoverable.

The Settlement represents a compromise and settlement of the highly disputed PAGA Claim. Nothing in the Settlement is intended or will be construed as an admission by TMS that the PAGA Claim has merit or that TMS has any liability to Plaintiff or the Settlement Group Members he purported to represent on that claim. On the contrary, TMS denied and continues to deny any and all such liability.

EXHIBIT B**3. WHAT PAYMENTS ARE BEING MADE UNDER THE SETTLEMENT?**

Pursuant to the Settlement, TMS has paid a “Total Settlement Amount” of \$850,000 to fully resolve the PAGA Claim. The Total Settlement Amount covers all payments due under the Settlement. None of the Total Settlement Amount will be returned to TMS.

CPT Group, Inc. (the “Administrator”) is the third-party settlement administrator responsible for disbursing all payments to be made from the Total Settlement Amount. Those payments, as approved by the Court, include:

- To PAGA Counsel (the attorneys representing Plaintiff and the Settlement Group Members), 33.33% of the Total Settlement Amount (\$) for attorneys’ fees plus \$30,000 for actual litigation costs incurred in connection with work performed to litigate the Action and obtain Court approval of the Settlement;
- To Plaintiff, \$10,000 for his service as a representative of the Settlement Group Members; and
- To the Administrator, \$ for its expenses incurred in administering the Settlement.

After deducting the above-listed payments from the Total Settlement Amount, the amount remaining (\$) is called the “PAGA Penalties.” Under PAGA and the terms of the Settlement, 75% of the PAGA Penalties (\$) must be paid to the California Labor and Workforce Development Agency (the “LWDA”) as its share of the settlement of the PAGA Claim; and 25% of the PAGA Penalties (\$) must be paid to the Settlement Group Members as their shares of the settlement of the PAGA Claim.

The share of the PAGA Penalties payable to each Settlement Group Members is called the “Settlement Share,” and has been calculated using TMS’s employment records. Specifically, each Settlement Share has been calculated by:

- (1) dividing the amount of the Settlement Group Members’ 25% share of the PAGA Penalties (\$) by , which is the total number of pay periods that the Settlement Group Members worked for TMS in a non-exempt position in California during the period from July 14, 2022 through , 2024 (the “PAGA Period”), and
- (2) multiplying the result by the number of pay periods that each Settlement Group Member worked for TMS in a non-exempt position in California during the PAGA Period.

For example, if a Settlement Group Member worked 10 pay periods for TMS in a non-exempt position in California during the PAGA Period, then his or her Settlement Share would be \$ [(\$ [25% of PAGA Penalties] ÷ [Total PAGA Pay Periods] x 10]. **This is just an example; the amount of your Settlement Share is reflected on the enclosed check.**

Please note that your check will be voided 180 days after it was mailed; the date your check will be voided is shown on the check. If you lose or misplace your check, you must contact the Administrator before the void date to request a replacement check. The Administrator’s contact information is as follows:

EXHIBIT B**[Administrator Contact Information]**

If you have not cashed your check by the void date, the Administrator will cancel the check and transfer the funds represented by the check to the California State Controller's Office, Unclaimed Property Division, in your name. If that happens, you should visit <https://ucpi.sco.ca.gov/> for information about how to claim the funds.

4. WHAT CLAIMS ARE SETTLEMENT GROUP MEMBERS RELEASING UNDER THE SETTLEMENT?

As of the date that TMS funded the Settlement, the Settlement Group Members released claims against TMS and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities (the "Released Parties") as follows:

Release by Settlement Group Members and State of California: In consideration for their awarded portions of the PAGA Penalties, as of the date the Settlement becomes Final and is fully funded as set forth in the Settlement, the State of California and all Settlement Group Members release any and all claims under PAGA for civil penalties against TMS and the other Released Parties that arise out of or reasonably relate to the allegations asserted in the Operative Complaint and the notices submitted by Plaintiff to the LWDA pursuant to PAGA that, during the PAGA Period, TMS failed to pay all wages due, including minimum wages, overtime, paid sick leave, and COVID-19 supplemental paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; provide safe working conditions; provide a safe and healthful place of employment; comply with warehouse quota laws; timely pay all wages due during employment; and pay all wages due upon separation of employment, including but not limited to accrued vacation (the "Released PAGA Claims"). The Released PAGA Claims include but are not limited to claims brought under California Labor Code sections 200-204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 246-248.6, 249, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2100, 2101, 2350, 2441, 2698 *et seq.*, 2802, 3457, 6400, 6401, 6402, 6403, 6404, 6407, and 6712, 8 Cal. Code Regs. section 3202, and the Industrial Welfare Commission Wage Order. All Settlement Group Members will release the Released PAGA Claims and receive a Settlement Share.

5. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. If you would like more information about the precise terms and conditions of the Settlement, or about the Action, the detailed Settlement Agreement and all other documents filed with the Court in the Action may be examined online or at the Office of the Clerk of the Court, Superior Court of California for Los Angeles

EXHIBIT B

County, during the Clerk's normal business hours. Please visit the Court's website (<https://www.lacourt.org/>) for more information.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT. YOU MAY, HOWEVER, CALL THE ADMINISTRATOR AT [ADMINISTRATOR TELEPHONE].