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and others similarly situated
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12
13 HERBERT HURTADO, on behalf of himself
and others similarly situated,

Case No.: CIVDS2006540

14
15 Plaintiff,

STIPULATION OF RESOLUTION

16
17 v.

18 J. MCCULLOUGH CORP. dba OREMOR
19 AUTOMOTIVE GROUP, a California
corporation; OREMOR OF FRESNO, INC.
20 dba FRESNO LEXUS, a California
corporation; OREMOR OF GLENDALE LLC
21 dba TOYOTA OF GLENDALE, a California
company; OREMOR OF RIVERSIDE, LLC
22 dba BMW OF RIVERSIDE, a California
company; OREMOR OF RIVERSIDE II, LLC
23 dba INFINITI OF RIVERSIDE, a California
company; OREMOR OF RIVERSIDE RC,
24 LLC dba RIVERSIDE CHEVROLET, a
California company; OREMOR OF
25 TEMECULA, LLC dba TEMECULA
VALLEY TOYOTA, a California company;
26 OREMOR OF TUSTIN, INC. dba TUSTIN
TOYOTA, a California corporation;
27 OREMOR EUROPEAN, LLC dba
28 MERCEDES BENZ OF EL CAJON, a

STIPULATION OF RESOLUTION

1 California company; UNITED RECOVERY,
2 INC., a California corporation; OREMOR OF
3 ITALY, INC. dba FIAT OF ONTARIO, a
4 California corporation; OREMOR OF ITALY
5 II, LLC dba MASERATI & ALFA ROMEO
6 OF ONTARIO, a California company;
7 OREMOR OF WOODLAND HILLS LLC dba
8 LEXUS OF WOODLAND HILLS, a
9 California company; ACQUIRECORP'S
10 NORWALK AUTO AUCTION dba
11 NORWALK AUTO AUCTION, a California
12 corporation; JEEP CHRYSLER OF
13 ONTARIO, INC. dba JEEP CHRYSLER
14 DODGE RAM FIAT, DODGE OF
15 ONTARIO, a California corporation;
16 ROMERO MOTORS CORPORATION dba
17 ONTARIO HYUNDAI MAZDA, a California
18 corporation; EMPIRE NISSAN, INC., a
19 California corporation; and DOES 1 through
20 100,

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Defendants.

1 This Stipulation of Resolution is made by and between Herbert Hurtado
2 ("Plaintiff" or "Class Representative"), on behalf of himself and others similarly situated, on the
3 one hand, and J. McCullough Corp. dba Oremor Automotive Group, a California corporation;
4 Oremor of Fresno, Inc. dba Fresno Lexus, a California corporation; Oremor of Glendale LLC
5 dba Toyota of Glendale, a California company; Oremor of Riverside, LLC dba BMW of
6 Riverside, a California company; Oremor of Riverside II, LLC dba Infiniti of Riverside, a
7 California company; Oremor of Riverside RC, LLC dba Riverside Chevrolet, a California
8 company; Oremor of Temecula, LLC dba Temecula Valley Toyota, a California company;
9 Oremor of Tustin, Inc. dba Tustin Toyota, a California corporation; Oremor European, LLC dba
10 Mercedes Benz of El Cajon, a California company; United Recovery, Inc., a California
11 corporation; Oremor of Italy, Inc. dba Fiat of Ontario, a California corporation; Oremor of Italy
12 II, LLC dba Maserati & Alfa Romeo of Ontario, a California company; Oremor of Woodland
13 Hills LLC dba Lexus of Woodland Hills, a California company; Aquirecorp's Norwalk Auto
14 Auction dba Norwalk Auto Auction, a California corporation; Jeep Chrysler of Ontario, Inc. dba
15 Jeep Chrysler Dodge Ram Fiat, Dodge of Ontario, a California corporation; Romero Motors
16 Corporation dba Ontario Hyundai Mazda, a California corporation; and Empire Nissan, Inc., a
17 California corporation (collectively, "Defendants" or "Oremor Automotive"), on the other hand
18 (together, the "Parties"), in the case entitled *Hurtado, et al. v. J. McCullough Corporation dba*
19 *Oremor Automotive Group, et al.*, San Bernardino Superior Court, Case No. CIVDS2006540
20 ("Action").

21 **I. DEFINITIONS**

22 **A. Action.** The term "Action" as used herein means the case entitled *Hurtado, et al.*
23 *v. J. McCullough Corporation dba Oremor Automotive Group, et al.*, San Bernardino Superior
24 Court, Case No. CIVDS2006540.

25 **B. Administrative Costs.** All administrative costs of settlement, including cost of
26 notice to the Settlement Class, claims administration, and any fees and costs incurred or charged
27 by the Settlement Administrator in connection with the execution of its duties under this
28 Stipulation of Resolution.

1 **C. Agreement.** The terms "Agreement" or "Settlement Agreement" or "Resolution"
2 are used synonymously herein to mean this Stipulation of Resolution to resolve this Action.

3 **D. Class Counsel.** The term "Class Counsel" as used herein means CounselOne,
4 P.C., counsel for and acting on behalf of Plaintiff and the Settlement Class.

5 **E. Class Representative.** The terms "Class Representative" or "Plaintiff" are used
6 synonymously herein to mean Herbert Hurtado.

7 **F. Defendants.** The term "Defendants" or "Oremor Automotive" are used
8 synonymously herein to mean J. McCullough Corp. dba Oremor Automotive Group, a California
9 corporation; Oremor of Fresno, Inc. dba Fresno Lexus, a California corporation; Oremor of
10 Glendale LLC dba Toyota of Glendale, a California company; Oremor of Riverside, LLC dba
11 BMW of Riverside, a California company; Oremor of Riverside II, LLC dba Infiniti of Riverside,
12 a California company; Oremor of Riverside RC, LLC dba Riverside Chevrolet, a California
13 company; Oremor of Temecula, LLC dba Temecula Valley Toyota, a California company;
14 Oremor of Tustin, Inc. dba Tustin Toyota, a California corporation; Oremor European, LLC dba
15 Mercedes Benz of El Cajon, a California company; United Recovery, Inc., a California
16 corporation; Oremor of Italy, Inc. dba Fiat of Ontario, a California corporation; Oremor of Italy
17 II, LLC dba Maserati & Alfa Romeo of Ontario, a California company; Oremor of Woodland
18 Hills LLC dba Lexus of Woodland Hills, a California company; Aquirecorp's Norwalk Auto
19 Auction dba Norwalk Auto Auction, a California corporation; Jeep Chrysler of Ontario, Inc. dba
20 Jeep Chrysler Dodge Ram Fiat, Dodge of Ontario, a California corporation; Romero Motors
21 Corporation dba Ontario Hyundai Mazda, a California corporation; and Empire Nissan, Inc., a
22 California corporation.

23 **G. Employer Taxes.** The term "Employer Taxes" as used herein means employer-
24 funded taxes and contributions imposed on the wage portions of the Net Settlement Payments
25 under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any
26 similar state taxes and contributions required of employers, such as for unemployment insurance.
27 The Settlement Amount does not include Employer Taxes.
28

1 **H. Net Settlement Amount.** The term "Net Settlement Amount" as used herein
2 means the Settlement Amount minus any award of attorneys' fees and costs, Administrative
3 Costs, enhancement payment to the Class Representative, and penalties recoverable pursuant to
4 California's Private Attorneys General Act ("PAGA") ("PAGA Settlement").

5 **I. Net Settlement Payments.** The term "Net Settlement Payment(s)" shall include
6 payments made to the Settlement Class as part of the Resolution, including wages, penalties and
7 interest.

8 **J. Parties.** The term "Parties" refers collectively to Plaintiff and Defendants.

9 **K. Plaintiff.** The terms "Class Representative" or "Plaintiff" are used synonymously
10 herein to mean Herbert Hurtado.

11 **L. Released Parties.** The term "Released Parties" means Defendants, their
12 respective subsidiaries, affiliates, predecessors or successors in interest, or the officers, directors,
13 shareholders, employees, attorneys, agents, assigns, insurers, re-insurers, of any of them.

14 **M. Resolution.** The terms "Agreement" or "Settlement Agreement" or "Resolution"
15 are used synonymously herein to mean this Stipulation of Resolution to resolve this Action.

16 **N. Settlement Administrator.** The term "Settlement Administrator" as used herein
17 means CPT Group, Inc., which will be responsible for claims administration.

18 **O. Settlement Agreement.** The terms "Agreement" or "Settlement Agreement" or
19 "Resolution" are used synonymously herein to mean this Stipulation of Resolution to resolve this
20 Action.

21 **P. Settlement Amount and Common Fund.** The terms "Settlement Amount" or
22 "Common Fund" as used synonymously herein to mean the non-reversionary sum of one million
23 eight hundred thousand dollars (\$1,800,000.00) which shall be paid by Defendants, and from
24 which all of the following shall be paid, except as provided herein:

- 25 ▫ Net Settlement Payments (see § I.I above);
- 26 ▫ Court-approved attorneys' fees and costs pursuant to Section XI;
- 27 ▫ Administrative Costs pursuant to Section VII;
- 28 ▫ Enhancement payment to the Class Representative pursuant to Section XII;

1 and

- 2 ▫ Statutory penalties, interest, and payment to the State of California Labor
3 and Workforce Development Agency ("LWDA") under the Labor Code
4 Private Attorneys General Act ("PAGA") pursuant to Section XIV.

5 This is a non-reversionary common fund settlement; Defendants will not recoup any portion of
6 the Settlement Amount.

7 **Q. Settlement Class.** For settlement purposes only, the Parties agree to the
8 certification of a class pursuant to California Code of Civil Procedure section 382 defined as:

- 9 ▫ All persons who are or were employed by Defendants in the State of
10 California as non-exempt hourly employees at any time from October 1,
11 2015, and continuing through March 15, 2020.

12 **R. Settlement Period.** The term "Settlement Period" as used herein means the
13 period from October 1, 2015, and continuing through March 15, 2020.

14 **II. BACKGROUND**

15 **A.** Plaintiff filed this Action, as defined above, on behalf of himself and similarly-
16 situated persons, alleging the following claims: (1) failure to pay wages and overtime
17 compensation; (2) failure to pay minimum wage; (3) rest break liability under Labor Code section
18 226.7; (4) meal period liability under Labor Code section 226.7; (5) failure to reimburse business
19 expenses under Labor Code section 2802; (6) failure to timely pay wages due at termination or
20 resignation; (7) failure to provide accurate itemized employee wage statements; (8) violations of
21 Business & Professions Code section 17200, *et seq.*; and (9) penalties pursuant to California's
22 Private Attorneys General Act (Labor Code § 2698, *et seq.*).

23 **B.** Class Counsel commenced their investigation in August 2019, approximately
24 eight months prior to filing this Action. Class Counsel conducted discovery which yielded
25 information and documentation concerning the claims set forth in the Action, such as Defendants'
26 policies and procedures regarding the payment of wages, the provision of meal and rest breaks,
27 time keeping policies, including recording hours, issuance of wage statements, and providing all
28 wages at separation, as well as information regarding the number of Settlement Class Members

1 and the mix of current versus former employees, the average number of hours worked, the wage
2 rates in effect, and length of employment for the average Settlement Class Member.

3 C. Defendants produced a substantial amount of documentation for Settlement Class
4 Members, including time and pay records (*i.e.* wage statements, pay plans) and the employee
5 handbooks, as well as composite data for the Settlement Class. The Parties met and conferred at
6 length regarding the information and documents produced. Class Counsel analyzed the
7 documents produced by Defendants and Settlement Class Members in conjunction with
8 Settlement Class Member interviews to determine Defendants' degree of liability and amounts
9 due in damages.

10 D. Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations
11 with Defendants concerning possible resolution of the claims asserted in the Action. The Parties
12 participated in mediation before the Honorable Peter D. Lichtman (Ret.). The Parties accepted
13 Judge Lichtman's mediator's proposal, resulting in a tentative settlement. The Parties have since
14 engaged in extensive negotiations about the terms and conditions of the settlement and now enter
15 into a more detailed, formalized settlement agreement for submission to the Court for approval.

16 E. Class Counsel have conducted an investigation of the law and facts relating to the
17 claims asserted in the Action and have concluded, taking into account the sharply-contested
18 issues involved, the expense and time necessary to pursue the matter through trial, the risks and
19 costs of further prosecution, the risk of an adverse outcome, the uncertainties of complex
20 litigation, and the substantial benefits to be received by the Plaintiff and Settlement Class
21 Members pursuant to this Agreement, that a settlement with Defendants on the terms and
22 conditions set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement
23 Class.

24 F. Defendants have concluded that, because of the substantial expense of defending
25 this action, the length of time necessary to resolve the issues presented herein, the inconvenience
26 involved, and the concomitant disruption to its business operations, it is in their best interests to
27 accept the terms of this Stipulation of Resolution. Defendants deny each of the allegations and
28 claims asserted against them in the Action. However, Defendants nevertheless desire to settle

1 the Action for the purpose of avoiding the burden, expense and uncertainty of continuing to
2 defend the Action and for the purpose of putting to rest the controversies engendered by further
3 litigation.

4 **G.** This Stipulation of Resolution is intended to and does effectuate the full, final and
5 complete resolution of all allegations and claims that were asserted, or could have been asserted
6 based on the facts alleged in the Action, by the Plaintiff and Settlement Class Members set forth
7 in Section II.A.

8 **III. STIPULATION OF CLASS CERTIFICATION**

9 The Parties stipulate to the certification of this Settlement Class and representative
10 action for settlement purposes only. This Stipulation of Resolution is contingent upon the
11 preliminary and final approval and certification of the Settlement Class only for purposes of
12 Resolution. Should the Resolution not become final, for whatever reason, the fact that the Parties
13 were willing to stipulate provisionally to class certification as part of the Resolution shall have
14 no bearing on, and shall not be admissible in connection with, the issue of whether a class should
15 be certified in a non-settlement context. Defendants expressly reserve the right to oppose class
16 certification and/or proactively move to preclude or deny certification should this Resolution be
17 reversed on appeal or otherwise not become final.

18 **IV. MOTION FOR PRELIMINARY APPROVAL**

19 Plaintiff will move, unopposed before the Court, for an order preliminarily
20 approving the Resolution including the Notice of Pendency of Class Action and Settlement
21 ("Notice") to current employees and former employees and Claim Form, which are attached
22 hereto as Exhibits "A" and "B," respectively, and including conditional certification of the
23 Settlement Class for settlement purposes only. Class Counsel will prepare the motion for
24 preliminary approval.

25 **V. STATEMENT OF NO ADMISSION**

26 **A.** Defendants deny liability to Plaintiff and to the Settlement Class upon any claim
27 or cause of action. This Agreement does not constitute, and is not intended to constitute, an
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1 admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims
2 made against them in the Action.

3 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor
4 any statements, discussions or communications, nor any materials prepared, exchanged, issued
5 or used during the course of the negotiations leading to this Agreement or the Resolution, is
6 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be
7 used or be admissible in any way in this case or any other judicial, arbitral, administrative,
8 investigative or other forum or proceeding as evidence of any violation of any federal, state, or
9 local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law
10 or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly
11 or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other
12 forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
13 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in
14 equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding before
15 the Court that has as its purpose the interpretation, implementation, or enforcement of this
16 Agreement or any orders the Court entered in connection with the Resolution.

17 **C.** None of the documents, statements, or other information produced or created by
18 Plaintiff or the Settlement Class in connection with the claims procedures or claims resolution
19 procedures constitute, and they are not intended to constitute, an admission by Defendants of any
20 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order,
21 or any obligation or duty at law or in equity.

22 **D.** The Parties agree that class certification pursuant to California Code of Civil
23 Procedure section 382 under the terms of this Agreement is for settlement purposes only.

24 **E.** Nothing in this Agreement nor the Court's actions with regard to this Agreement
25 will be construed as an admission or acknowledgement of any kind by Defendants that
26 certification, consolidation or joinder of other claims or controversies, class action, collective
27 action, representative action, private attorney general action, or any other similar action is
28 appropriate in any other action or proceeding.

1 **F.** Defendants expressly reserve the right to enforce any class action waivers and any
2 provisions disallowing or prohibiting the consolidation or joinder of other claims or
3 controversies, preventing claims or controversies to proceed as a class action, collective action,
4 private attorney general action, or any other similar action.

5 **VI. RELEASE**

6 **A. Release as to Settlement Class Members.**

7 Upon the date the Court makes the award granting final approval of the settlement,
8 for the period from October 1, 2015 through March 15, 2020, Plaintiff and Settlement Class
9 Members, except those that make a valid and timely request to be excluded from the Settlement
10 Class, waive, release, discharge, and promise never to assert in any forum any and all wage-
11 related claims against Defendants, their respective subsidiaries, affiliates, predecessors or
12 successors in interest, or the officers, directors, shareholders, employees, attorneys, agents,
13 assigns, insurers, re-insurers, of any of them, (collectively, "Released Parties"), that were
14 asserted, or could have been asserted based on the facts alleged in the Action, including but not
15 limited to: (1) failure to pay wages and overtime compensation; (2) failure to pay minimum wage;
16 (3) rest break liability under Labor Code section 226.7; (4) meal period liability under Labor
17 Code section 226.7; (5) failure to reimburse business expenses under Labor Code section 2802;
18 (6) failure to timely pay wages due at termination or resignation; (7) failure to provide accurate
19 itemized employee wage statements; (8) violations of Business & Professions Code section
20 17200, *et seq.*; and (9) penalties pursuant to California's Private Attorneys General Act (Labor
21 Code § 2698, *et seq.*) based on the foregoing facts and claims (collectively, "Released Claims").

22 **B. General Release by Plaintiff Only.**

23 In addition to the release made in Section VI.A, Plaintiff makes the additional
24 following general release of all claims, known or unknown. Plaintiff releases Defendants and all
25 additional Released Parties (as defined above at Section I.L), for the period from October 1, 2015
26 through March 15, 2020, from all claims, demands, rights, liabilities and causes of action of every
27 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
28 whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising

1 out of, relating to, or in connection with any act or omission by or on the part of any of the
2 Defendants. (The release set forth in this Paragraph shall be referred to hereinafter as the
3 "General Release.")

4 With respect to the General Release, Plaintiff stipulates and agrees that upon the
5 date the Court grants final approval Plaintiff shall be deemed to have, expressly waived and
6 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section
7 1542 of the California Civil Code, or any other similar provision under federal or state law, which
8 provides:

9 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
10 **THAT THE CREDITOR OR RELEASING PARTY DOES**
11 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
12 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
13 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
14 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
15 **WITH THE DEBTOR OR RELEASED PARTY.**

16 Accordingly, if the facts relating in any manner to this Resolution are found hereafter to be other
17 than or different from the facts now believed to be true, the release of claims contained herein
18 shall be effective as to all unknown claims.

19 **VII. SETTLEMENT ADMINISTRATOR**

20 Plaintiff and Defendants, through their respective counsel, have selected CPT
21 Group, Inc. as the Settlement Administrator to administer the Resolution, which includes, but is
22 not limited to, distributing and responding to inquiries about the Notice and Claim Form,
23 determining the validity of the Claim Forms and opt-outs and calculating all amounts to be paid
24 from the Settlement Amount. Any charges and expenses of the Settlement Administrator, not to
25 exceed \$25,000, will be paid from the Settlement Amount.

26 **VIII. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

27 **A. Notice.**

28 Plaintiff and Defendants, through their respective attorneys, have jointly prepared
the Notice to current and former employees and Claim Form, which in substance will be provided
to Settlement Class Members as follows:

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1 As soon as practicable following preliminary approval of the Resolution, but no
2 later than ten (10) calendar days after the Court's preliminary approval award, Defendants will
3 provide to the Settlement Administrator the following information about each Settlement Class
4 Member ("Class List"): (1) name; (2) last known mailing address; (3) dates of employment as a
5 Settlement Class Member during the Settlement Period; (4) social security number, and (5)
6 telephone number. Defendants further agree to consult with the Settlement Administrator prior
7 to the production date to ensure that the format will be acceptable to the Settlement
8 Administrator.

9 The Settlement Administrator shall run all the addresses provided through the
10 United States Postal Service National Change of Address (NCOA) database (which provides
11 updated addresses for any individual who has moved in the previous four years and who has
12 notified the U.S. Postal Service of a forwarding address) to obtain current address information,
13 and shall mail the Notice and, if applicable, the Claim Form, to Settlement Class Members via
14 first-class U.S. Mail using the most current mailing address information available within twenty
15 (20) calendar days of the preliminary approval date.

16 If a Notice is returned from the initial notice mailing, the Settlement Administrator
17 will submit the applicable and available information, including name, Social Security number,
18 and original mailing address, to a company that specializes in address skip tracing to attempt to
19 locate a more current address. If the Settlement Administrator is successful in locating a new
20 address, it will re-mail the Notice and, if applicable, the Claim Form to the Settlement Class
21 Member. Further, any Notices returned with a forwarding address to the Settlement
22 Administrator, as non-deliverable before the deadline date, shall be sent to the forwarding address
23 affixed thereto. Upon completion of these steps by the Settlement Administrator, the Parties and
24 the Settlement Administrator shall be deemed to have satisfied their obligations to provide the
25 Notice to the Settlement Class.

26 The Notice will also include information regarding the nature of the Action, a
27 summary of the terms of the Resolution, the definition of the Settlement Class, a statement that
28 the Court has preliminarily approved the Resolution, the procedure and time period for

1 submitting a Claim Form, where applicable, objecting to the Resolution, opting out of the
2 Settlement Class, and the date and location of the final approval hearing. The Notice shall
3 provide Settlement Class Members forty-five (45) calendar days' notice of all applicable dates
4 and deadlines.

5 Payments to the Settlement Class will be determined on a claims-made basis for
6 former employees and will be automatically paid to all current employees. Each former
7 employee Settlement Class Member who submits a timely and valid Claim Form (enclosed with
8 the Notice) will be paid a percentage of the Net Settlement Amount based upon the number of
9 weeks he or she worked during the Settlement Period. See Section IX.A. Each current employee
10 Settlement Class Member will be paid a percentage of the Net Settlement Amount based upon
11 the number of weeks he or she worked during the Settlement Period automatically, without the
12 need to submit a Claim Form. The Notice provided to current employee Settlement Class
13 Members shall disclose his or her estimated individual settlement payment from the Net
14 Settlement Amount, as well as Defendants' calculation of the number of workweeks that he or
15 she worked during the Settlement Period ("Eligible Workweeks"). The Claim Form mailed to
16 each former employee Settlement Class Member shall disclose his or her estimated individual
17 settlement payment from the Net Settlement Amount, as well as Defendants' calculation of the
18 number of Eligible Workweeks.

19 The pre-printed information based on Defendants' records shall be presumed to
20 be correct. Settlement Class Members may dispute the number of Eligible Workweeks set forth
21 in the Notice/Claim Form no later than forty-five (45) calendar days after the date the Settlement
22 Administrator initially mails the Notice to the Settlement Class. If a Settlement Class Member
23 disputes the number of Eligible Workweeks, he or she must follow the directions in the Claim
24 Form and/or Notice. The Settlement Class Member disputing the number of his or her Eligible
25 Workweeks must prepare a statement setting forth the number of Eligible Workweeks he or she
26 believes in good faith to be correct, stating that he or she authorizes the Settlement Administrator
27 to review his or her personnel file to determine such information, and attach any relevant
28 documentation in support thereof. The Settlement Class Member must mail the signed and

1 completed statement along with documentation no later than forty-five (45) calendar days after
2 the date of the mailing of the Notice.

3 Upon timely receipt of any such challenge, the Settlement Administrator, in
4 consultation with Class Counsel and counsel for Defendants, will review the information and
5 documentary evidence provided by the Settlement Class Member, as well as pertinent payroll
6 records in his or her personnel file.

7 The Settlement Administrator's decision as to the number of Eligible Workweeks
8 shall be final and non-appealable. The Settlement Administrator shall send written notice of the
9 decision on any such claim to the Settlement Class Member, to Class Counsel, and counsel for
10 Defendants within ten (10) calendar days of receipt of the dispute.

11 For a former employee Settlement Class Member to receive an individual
12 settlement payment from the Net Settlement Amount, his or her Claim Form must be signed by
13 the Settlement Class Member or his or her authorized representative and the Claim Form must
14 be returned by mail to the Settlement Administrator no later than forty-five (45) calendar days
15 after the date the Settlement Administrator initially mails the Claim Forms to former employee
16 Settlement Class Members. If a former employee Settlement Class Member fails to submit a
17 timely and valid Claim Form, then he or she will not receive an individual settlement payment
18 from the Net Settlement Amount and will have extinguished the right to pursue the Released
19 Claims. Current employee Settlement Class Members will receive an individual settlement
20 payment from the Net Settlement Amount automatically, without the need to submit a Claim
21 Form, unless they chose to exercise their rights to be excluded from the Settlement Class, and
22 will have also extinguished the right to pursue the Released Claims.

23 Provided the Settlement Administrator mailed the Notice to a Settlement Class
24 Member as set forth in this Section, the deadlines set forth herein to submit a Claim Form shall
25 apply notwithstanding assertion by any former employee Settlement Class Member of non-
26 receipt of the Notice.

27 Should any former employee Settlement Class Member timely submit a Claim
28 Form with a deficiency, the Settlement Administrator shall, within five (5) calendar days of

1 receipt by the Settlement Administrator of each timely submitted Claim Form, send a deficiency
2 notice. The deficiency notice will provide the former employee Settlement Class Member no
3 more than ten (10) calendar days from the mailing of the deficiency notice to postmark a written
4 response to cure all deficiencies. The failure of a former employee Settlement Class Member to
5 timely submit a Claim Form or timely respond to a notice of deficiency shall invalidate that claim
6 unless all Parties' counsel agree to allow the claim.

7 No later than twenty (20) business days prior to the final approval hearing, the
8 Settlement Administrator shall provide counsel for Defendants and Class Counsel with a
9 declaration attesting to the completion of the Notice process, including the number of attempts
10 to obtain valid mailing addresses for and re-sending of any returned Notices, as well as the
11 number of valid Claim Forms, opt-outs, and deficiencies which the Settlement Administrator
12 received.

13 The Settlement Administrator will not provide information by which a
14 participating Settlement Class Member might be identified; except for good cause shown (such
15 as enforcement of a release), the identity of participating Settlement Class Members receiving
16 settlement payments will not be disclosed to the Defendants.

17 **B. Objections.**

18 In order for any Settlement Class Member to object to this Resolution, or any term of it,
19 the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out,
20 as described below in Section VIII.C) and must, by no later than forty-five (45) calendar days
21 after the Notice was initially mailed to the Settlement Class, submit to the Settlement
22 Administrator and serve on Class Counsel and counsel for Defendants a written statement of the
23 grounds of objection, signed by the objecting Settlement Class Member or his or her attorney,
24 along with all supporting papers. All such objections and written notices of intention to appear
25 must be signed and must contain the Settlement Class Member's current address and the address
26 of counsel, if any. The objection should clearly explain why the Settlement Class Member
27 objects to the Resolution and state whether the Settlement Class Member (or someone on his or
28 her behalf) intends to appear at the final approval hearing. Plaintiff and Defendants will be

1 permitted to respond in writing to such objections no later than seven (7) calendar days before
2 the final approval hearing. If a Settlement Class Member submits a timely and complete
3 objection and written notice of intention to appear, he or she may appear personally or through
4 an attorney, at his or her own expense, at the final approval hearing to present his or her objection
5 directly to the Court. Any attorney who will represent an individual objecting to this Resolution
6 must file a notice of appearance with the Court and serve Class Counsel and Defendants' Counsel
7 no later than forty-five (45) calendar days after the Notice was initially mailed to the Settlement
8 Class. If a Settlement Class Member objects to this Resolution, he or she will remain a member
9 of the Settlement Class and if the Court approves this Agreement, the Settlement Class Member
10 will be bound by the terms of the Resolution and final approval in the same way and to the same
11 extent as a Settlement Class Member who does not object. The date of mailing of the Notice to
12 the objecting Settlement Class Member shall be conclusively determined according to the records
13 of the Settlement Administrator. The Court retains final authority with respect to the
14 consideration and admissibility of any Settlement Class Member objections. Any Settlement
15 Class Member who submits an objection may also submit a Claim Form but must do so on a
16 timely basis in order for it to be valid. Provided the Settlement Administrator mailed the Notice
17 to a Settlement Class Member as set forth in Paragraph VIII.A., the deadlines set forth herein to
18 file an objection shall apply notwithstanding assertion by any Settlement Class Member of non-
19 receipt of the Notice.

20 Plaintiff waives any right to object to the Resolution, and hereby endorses the
21 Resolution as fair, reasonable and adequate and in the best interests of the Settlement Class.

22 **C. Opportunity to Be Excluded.**

23 In order for any Settlement Class Member to validly exclude himself or herself
24 from the Settlement Class and this Resolution (*i.e.*, to validly opt out), a written request for
25 exclusion ("Request to be Excluded") must be signed by the Settlement Class Member or his or
26 her authorized representative and must be sent to the Settlement Administrator, postmarked by
27 no later than forty-five (45) calendar days after the date the Settlement Administrator initially
28

1 mails the Notice to the Settlement Class. The Notice shall contain instructions on how to opt
2 out.

3 The date of the initial mailing of the Notice, and the date the signed Request to be
4 Excluded was postmarked, shall be conclusively determined according to the records of the
5 Settlement Administrator. Any Settlement Class Member who timely and validly submits a
6 Request to be Excluded from the Settlement Class and this Resolution will not be entitled to any
7 individual settlement payment, will not be bound by the terms and conditions of this Resolution,
8 and will not have any right to object, appeal, or comment thereon.

9 Settlement Class Members who submit valid and timely Requests to be Excluded
10 will not reduce the Settlement Amount nor the Net Settlement Amount; their individual
11 settlement payments will remain a part of the Net Settlement Amount for distribution to
12 participating Settlement Class Members on a *pro rata* basis.

13 In the event a Settlement Class Member returns both a valid and timely Claim
14 Form and a Request to be Excluded, the Request to be Excluded will be deemed void, and of no
15 force and effect, while the Claim Form will be processed pursuant to the terms of the Resolution.
16 Any Settlement Class Member who does not timely submit valid Request to be Excluded from
17 the Settlement Class will be deemed included in the Settlement Class in accordance with this
18 Resolution.

19 Any Settlement Class Member who does not timely submit a valid Request to be
20 Excluded from the Settlement Class will be deemed included in the Settlement Class in
21 accordance with this Resolution.

22 Plaintiff waives any right to be excluded from the Settlement Class.

23 **D. Right of Defendants to Reject Settlement.**

24 If five percent (5%) or more of Settlement Class Members who have not
25 separately settled their Released Claims timely submit valid Requests to be Excluded, Defendants
26 will have the right, but not the obligation, to void the settlement and the Parties will have no
27 further obligations under the settlement, including any obligation by Defendants to pay the
28 Settlement Amount, or any amounts that otherwise would have been owed under this Agreement,

1 except that Defendants will pay the Settlement Administrator's reasonable fees and expenses
2 incurred as of the date that Defendants exercise their right to void the settlement. Defendants
3 will notify Class Counsel and the Court whether they are exercising this right to void not later
4 than seven (7) days after the Settlement Administrator notifies the Parties of the final number of
5 valid Requests to be Excluded.

6 **E. Cooperation.**

7 The Parties or their counsel shall not seek to solicit or otherwise encourage any
8 Settlement Class Member to refrain from participating in the settlement, to object to the
9 settlement or opt out of the Settlement Class. However, if a Settlement Class Member contacts
10 Class Counsel, Class Counsel may discuss the terms of the Resolution and the Settlement Class
11 Member's options.

12 **IX. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

13 **A. Distribution Formula.**

14 Net Settlement Payments will be distributed to former employee Settlement Class
15 Members who submit timely and valid Claim Forms and to all current employee Settlement Class
16 Members. Net Settlement Payments will be paid out of the Net Settlement Amount. Payments
17 to former employee Settlement Class Members will be made on a claims-made basis; each former
18 employee Settlement Class Member who submits a timely and valid Claim Form will be paid a
19 percentage of the Net Settlement Amount based upon his or her Eligible Workweeks during the
20 Settlement Period. Each current employee Settlement Class Members who does not submit a
21 valid and timely Request to be Excluded will be paid a percentage of the Net Settlement Amount
22 based upon his or her Eligible Workweeks during the Settlement Period without the need to
23 submit a Claim Form.

24 Each Net Settlement Payment will be determined by dividing the Net Settlement
25 Amount by the total number of Eligible Workweeks worked by all Settlement Class Members
26 during the Settlement Period (the "Weekly Amount") and then multiplying the Weekly Amount
27 by the number of Eligible Workweeks of the individual Settlement Class Member as determined
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1 by the Settlement Administrator, less any applicable withholding taxes based on the Parties'
2 stipulated allocation of the Net Settlement Amount as provided for in Section XIII.A below.

3 If Settlement Class Members claim less than the Net Settlement Amount, then the
4 difference between the claimed amount and the Net Settlement Amount shall be distributed on a
5 *pro rata* basis to such participating Settlement Class Members.

6 **B. Time for Distribution.**

7 Defendants shall fund the settlement in its entirety with the Settlement
8 Administrator within five (5) business following the Court's final approval award. The
9 Settlement Administrator shall cause the Net Settlement Payments, Court-approved enhancement
10 payment to the Class Representative, Court-approved attorneys' fees and costs, and PAGA
11 Settlement to be mailed within fifteen (15) business days following the Court's final approval
12 award, subject to the provisions, conditions and limitations in Section XV.

13 **X. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

14 The amounts paid under this Agreement do not represent a modification of any
15 previously credited hours of service under any employee benefit plan, policy or bonus program
16 sponsored by Defendants. Such amounts will not form the basis for additional contributions to,
17 benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)
18 sponsored by Defendants, policies or bonus programs. Any payments made under the terms of
19 this Resolution shall not be applied retroactively, currently or on a going forward basis as salary,
20 earnings, wages, or any other form of compensation for the purposes of Defendants' benefit plan,
21 policy or bonus program. Defendants retain the right to modify the language of its benefit plans,
22 policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant
23 to this Resolution are not for "hours worked," "hours paid," "hours of service," or any similar
24 measuring term as defined by applicable plans, policies and bonus programs for purpose of
25 eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or
26 benefits are not required by this Resolution.

27 **XI. ATTORNEYS' FEES AND COSTS**

28 Defendants shall not oppose an application by Class Counsel for, and Class

1 Counsel shall not seek or receive, an amount in excess of 33-1/3 percent of the Settlement
2 Amount for all past and future attorneys' fees necessary to prosecute, settle and administer this
3 action. Additionally, Defendants shall not oppose an application by Class Counsel for, and Class
4 Counsel shall not seek or receive, an amount in excess of \$15,000, which represents all past and
5 future costs and expenses necessary to prosecute, settle and administer this Action. Any
6 attorneys' fees or costs awarded to Class Counsel by the Court shall be deducted from the
7 Settlement Amount for the purpose of determining the Net Settlement Amount.

8 **XII. ENHANCEMENT PAYMENT TO PLAINTIFF**

9 Defendants shall not oppose an application by Plaintiff for his participation in and
10 assistance with the Action. Plaintiff shall not seek or receive an amount in excess of \$10,000.
11 Any enhancement payment awarded by the Court shall be deducted from the Settlement Amount
12 for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form
13 1099.

14 **XIII. TAXATION AND ALLOCATION**

15 **A. Allocation and Withholdings**

16 The Parties agree that all employment taxes and other legally required
17 withholdings, other than Employer Taxes, will be withheld from payments to Settlement Class
18 Members and Plaintiff based on the Parties stipulated allocation of the Net Settlement Amount
19 as provided for in this Section.

20 The amount of federal income tax withholding will be based upon a flat
21 withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-
22 1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to
23 applicable state and/or local withholding codes or regulations.

24 For withholding tax characterization purposes and payment of taxes, the Net
25 Settlement Amount due to each Settlement Class Member shall be deemed and is allocated by
26 the Parties as follows ("Net Settlement Allocation"):

- 27 ▫ 30% as wages; and
- 28 ▫ 70% as penalties and interest.

1 IRS Forms W-2 and/or 1099-MISC will be distributed at times and in the manner required by
2 the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code,
3 the regulations promulgated thereunder, or other applicable tax law, is changed after the date of
4 this Agreement, the processes set forth in this Section may be modified in a manner to bring
5 Defendants into compliance with any such changes.

6 The Settlement Administrator will calculate and administer the payment of any
7 and all employment taxes (including Employer Taxes) that are triggered based on the payments
8 described herein. The Employer Taxes will be funded separately by Defendants (*i.e.*, outside of
9 the Settlement Amount), while all other taxes will be paid from the Settlement Amount.

10 **B. Circular 230 Disclaimer.**

11 EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS
12 SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
13 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
14 PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES
15 THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
16 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
17 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
18 ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
19 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
20 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
21 THE MEANING OF UNITED STATES TREASURY DEPARTMENT
22 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
23 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
24 UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
25 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
26 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED
27 INTO THIS AGREEMENT BASED UPON THE
28 RECOMMENDATION OF ANY OTHER PARTY OR ANY
ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER
PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED
ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY
LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES
(REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
TRANSACTION, INCLUDING ANY TRANSACTION
CONTEMPLATED BY THIS AGREEMENT.

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1 **XIV. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION**

2 In order to implement the terms of this Resolution and to settle claims alleged
3 under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, the Parties
4 agree to allocate Forty Thousand Dollars and Zero Cents (\$40,000) of the Settlement Amount as
5 the PAGA Settlement. Seventy-five percent (75%), is to be paid by Defendants, through the
6 Settlement Administrator, to the California Labor and Workforce Development Agency
7 ("LWDA"), and the remaining twenty-five percent (25%) is to be part of the Net Settlement
8 Amount available to the Settlement Class.

9 Settlement Administrator shall be responsible for any and all disbursements to the
10 LWDA in connection with this allocation that may be necessary to effect a full and complete
11 release of all claims contemplated by this Agreement.

12 **XV. COURT APPROVAL**

13 This Agreement and the Resolution is contingent upon final approval of the
14 Stipulation of Resolution by the Court. Plaintiff and Defendants agree to take all steps as may
15 be reasonably necessary to secure both preliminary approval and final approval of the Resolution,
16 to the extent not inconsistent with the terms of this Agreement, and will not take any action
17 adverse to each other in obtaining Court approval. Plaintiff and Defendants expressly agree that
18 they will not file any objection to the terms of this Stipulation of Resolution or assist or encourage
19 any person or entity to file any such objection.

20 **XVI. MISCELLANEOUS PROVISIONS**

21 **A. Fair Settlement.**

22 The Parties and their respective counsel believe and warrant that this Agreement
23 reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this
24 Agreement through arms-length negotiations with the assistance of a Retired Judge as mediator,
25 and pursuant to a mediator's proposal, taking into account all relevant factors, current and
26 potential.

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1 **B. Interpretation of the Agreement.**

2 This Agreement constitutes the entire agreement between the Parties. Except as
3 expressly provided herein, this Agreement has not been executed in reliance upon any other
4 written or oral representations or terms, and no such extrinsic oral or written representations or
5 terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree
6 that this Agreement is to be construed according to its terms and may not be varied or contradicted
7 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the
8 State of California, both in its procedural and substantive aspects, without regard to its conflict
9 of laws provisions. Plaintiff, on his own behalf and on behalf of the Settlement Class, and
10 Defendants participated in the negotiation and drafting of this Agreement and had available to
11 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendants
12 may claim that any ambiguity in this Agreement should be construed against the other.

13 The terms and conditions of this Agreement constitute the exclusive and final
14 understanding and expression of all agreements between Plaintiff and Defendants with respect
15 to the Resolution of the Action. The Agreement may be modified only by a writing signed by
16 the original signatories and approved by the Court.

17 **C. Further Cooperation.**

18 Plaintiff and Defendants and their respective attorneys shall proceed diligently to
19 prepare and execute all documents, to seek the necessary approval from the Court, and to do all
20 things reasonably necessary or convenient to consummate the Agreement as expeditiously as
21 possible.

22 **D. Enforcement.**

23 In the event that one or more of the Parties to this Agreement institutes any legal
24 action or other proceeding against any other party or parties to enforce the provisions of this
25 Resolution or to declare rights and/or obligations under this Agreement, the successful party or
26 parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
27 fees and costs incurred in connection with any enforcement actions.

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1 **E. Counterparts.**

2 The Agreement may be executed in one or more actual or non-original
3 counterparts, all of which will be considered one and the same instrument and all of which will
4 be considered duplicate originals.

5 **F. No Third Party Beneficiaries.**

6 Plaintiff, Settlement Class Members, and Defendants are each direct beneficiaries
7 of this Agreement, but there are no third party beneficiaries.

8 **G. Binding on Assigns.**

9 This Agreement shall be binding upon and inure to the benefit of the Parties hereto
10 and their respective heirs, trustees, executors, administrators, successors, assigns, predecessors,
11 successors, shareholders, officers, directors, employees, agents, trustees, representatives,
12 administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries,
13 insurers, affiliates, and privies, and upon Settlement Class Members who do not opt out of the
14 settlement agreed to in this Resolution.

15 **H. Force Majeure.**

16 The failure of any party to perform any of its obligations hereunder shall not
17 subject such party to any liability or remedy for damages, or otherwise, where such failure is
18 occasioned in whole or in part by acts of God, fires, accidents, earthquakes, other natural
19 disasters, explosions, floods, wars, interruptions or delays in transportation, power outages, labor
20 disputes or shortages, shortages of material or supplies, governmental laws, restrictions, rules or
21 regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar
22 or different circumstances or causes beyond the reasonable control of such party.

23 **I. Other Actions Enjoined.**

24 Defendants shall have the right to request that the Court enter an order that,
25 pending final approval, Settlement Class Members who do not opt out of the settlement are barred
26 from instituting or prosecuting any claims or actions against the Defendants which fall within the
27 scope of the release herein and that any pending actions against the Defendants are stayed on an
28 interim basis as to any claims which fall within the scope of the release herein.

1 **J. Deadlines Falling on Weekends or Holidays.**

2 To the extent that any deadline set forth in this Agreement falls on a Saturday,
3 Sunday, or legal holiday, that deadline shall be continued until the following business day.

4 **K. Severability.**

5 In the event that any one or more of the provisions contained in this Agreement
6 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
7 illegality, or unenforceability shall in no way affect any other provision if Defendants' counsel
8 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to
9 proceed as if such invalid, illegal, or unenforceable provision had never been included in this
10 Agreement.

11 **L. Governing Law, Jurisdiction, and Venue.**

12 This Stipulation of Resolution shall be governed by, and construed in accordance
13 with, the laws of the State of California. The Parties agree and consent to the exclusive
14 jurisdiction of the courts of the State of California for all purposes regarding this Stipulation of
15 Resolution and further agree and consent that venue of any action brought or subject to resolution
16 hereunder shall be exclusively in the County of San Bernardino.

17 **M. Notices to Counsel.**

18 All notices, requests, demands and other communications required or permitted
19 to be given pursuant to this Agreement shall be in writing and shall be delivered personally or
20 mailed, postage prepaid, by first-class United States mail, to the undersigned persons at their
21 respective addresses as set forth herein:

22

Class Counsel:	Counsel for Defendants:
Anthony J. Orshansky Justin Kachadoorian COUNSELONE, PC 9301 Wilshire Boulevard, Suite 650 Beverly Hills, California 90210	Tyler T. Rasmussen Mark J. Jacobs FISHER & PHILLIPS LLP 2050 Main Street, Suite 1000 Irvine, California 92614

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1 **N. Authority.**

2 Each individual signing below warrants that he or she has the authority to execute
3 this Agreement on behalf of the party for whom or which that individual signs.

4 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily
5 executed this Stipulation of Resolution as of the date(s) set forth below:

6 05 / 15 / 2020

7 Date: April _____, 2020

8
9 By:

Herbert Hurtado

10
11 Date: April _____, 2020

Defendants

12
13 By:

Name:

For J. McCullough Corp. dba Oremor
Automotive Group, a California
corporation; Oremor of Fresno, Inc. dba
Fresno Lexus, a California corporation;
Oremor of Glendale LLC dba Toyota of
Glendale, a California company; Oremor
of Riverside, LLC dba BMW of Riverside,
a California company; Oremor of
Riverside II, LLC dba Infiniti of Riverside,
a California company; Oremor of
Riverside RC, LLC dba Riverside
Chevrolet, a California company; Oremor
of Temecula, LLC dba Temecula Valley
Toyota, a California company; Oremor of
Tustin, Inc. dba Tustin Toyota, a
California corporation; Oremor European,
LLC dba Mercedes Benz of El Cajon, a
California company; United Recovery,
Inc., a California corporation; Oremor of
Italy, Inc. dba Fiat of Ontario, a California
corporation; Oremor of Italy II, LLC dba
Maserati & Alfa Romeo of Ontario, a
California company; Oremor of Woodland
Hills LLC dba Lexus of Woodland Hills, a
California company; Aquirecorp's
Norwalk Auto Auction dba Norwalk Auto
Auction, a California corporation; Jeep
Chrysler of Ontario, Inc. dba Jeep Chrysler
Dodge Ram Fiat, Dodge of Ontario, a
California corporation; Romero Motors

Corporation dba Ontario Hyundai Mazda,
a California corporation; Empire Nissan,
Inc., a California corporation

APPROVED AS TO FORM:

Date: **May 15**
~~April~~, 2020

COUNSELONE, P.C.

By:


Anthony J. Orshansky
Justin Kachadoorian
Attorneys for Plaintiff and the Settlement
Class

Date: June 3, 2020

FISHER PHILLIPS LLP

By:


Mark J. Jacobs
Tyler T. Rasmussen
Attorneys for Defendants J. McCullough
Corp. dba Oremor Automotive Group, a
California corporation; Oremor of Fresno,
Inc. dba Fresno Lexus, a California
corporation; Oremor of Glendale LLC dba
Toyota of Glendale, a California company;
Oremor of Riverside, LLC dba BMW of
Riverside, a California company; Oremor of
Riverside II, LLC dba Infiniti of Riverside, a
California company; Oremor of Riverside
RC, LLC dba Riverside Chevrolet, a
California company; Oremor of Temecula,
LLC dba Temecula Valley Toyota, a
California company; Oremor of Tustin, Inc.
dba Tustin Toyota, a California corporation;
Oremor European, LLC dba Mercedes Benz
of El Cajon, a California company; United
Recovery, Inc., a California corporation;
Oremor of Italy, Inc. dba Fiat of Ontario, a
California corporation; Oremor of Italy II,
LLC dba Maserati & Alfa Romeo of
Ontario, a California company; Oremor of
Woodland Hills LLC dba Lexus of
Woodland Hills, a California company;
Aquirecorp's Norwalk Auto Auction dba
Norwalk Auto Auction, a California
corporation; Jeep Chrysler of Ontario, Inc.
dba Jeep Chrysler Dodge Ram Fiat, Dodge
of Ontario, a California corporation; Romero
Motors Corporation dba Ontario Hyundai
Mazda, a California corporation; Empire
Nissan, Inc., a California corporation