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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By K. Hung, Deputy Clerk

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9 Attorneys for Defendant
10 MCKENNA MOTORS TORRANCE, INC. (erroneously sued as
11 MCKENNA MOTOR COMPANY, INC.)

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 KEVIN GALVAN; DANIEL BARRON;
15 IRVING A. ROMERO; OSCAR SINIBALDI;
16 SEBASTIAN TOVAR,

17 Plaintiffs,

18 vs.

19 MCKENNA MOTOR COMPANY, INC., and
DOES 1 through 100,

20 Defendants.
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Case No. 20STCV11262

**DECLARATION OF DEREK M. MAYOR
IN SUPPORT OF JOINT MOTION TO
SEAL CONFIDENTIAL SETTLEMENT
AGREEMENT**

Complaint Filed: March 30, 2020

Date: 01/14/2025

Time: 8:30 a.m.

Dept.: 78

Reservation ID: 235067401106

1. I am an attorney at law duly licensed to practice before all courts in the State of California, and I am Counsel with the law firm of Pillsbury Winthrop Shaw Pittman LLP, attorneys for Defendant MCKENNA MOTORS TORRANCE, INC. (erroneously sued as MC KENNA MOTOR COMPANY, INC.). I submit this declaration in support of Plaintiffs KEVIN GALVAN, DANIEL BARRON, IRVING A. ROMERO, OSCAR SINIBALDI, and SEBASTIAN TOVAR (“Plaintiffs”) and Defendant (“Defendant”) (collectively referred to as “the Parties”) Joint Motion to Seal Confidential Settlement Agreement (the “Motion”).

3. On or about September 26, 2024, the Parties settled Plaintiffs' individual claims against Defendant pursuant to a written settlement agreement. The financial terms of the settlement are considered confidential, and the parties have filed this joint Motion to prevent the public disclosure of the total amount paid by Defendant to Plaintiffs as well as Plaintiffs' individual distributions of same. A true and correct copy of the settlement agreement with the confidential financial terms redacted, is attached hereto as **Exhibit A**.

Executed on October 11, 2024 in Sacramento, California.

4884-1992-4457.v1

EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (the "Agreement") is entered into by and between McKenna Motors Torrance, Inc. (erroneously sued as "McKenna Motor Company, Inc."), on behalf of itself and its parents, subsidiaries, and related or affiliated entities, and each of those entities' respective employees, officers, directors, owners, shareholders, and agents, individually and in their official capacities (collectively referred to as "Employer"), and Kevin Galvan ("Galvan"), Daniel Barron Netzahualt ("Barron"), Irving A. Romero ("Romero"), OSCAR SINIBALDI ("SINIBALI"), and Sebastian Tovar ("Tovar") (also referred to herein as "Employees" or singular as "Employee") (Employer and Employees are collectively referred to as the "Parties").

RECITALS

WHEREAS, on or about March 20, 2020, Employees filed a class and representative action complaint in the Superior Court of California, County of Los Angeles, captioned *Kevin Galvan, et al. v. McKenna Motor Company, Inc., et al.*, Case No. 20STCV11262, against Employer, which Employees amended on or about May 29, 2020 by filing a first amended complaint (the "Lawsuit"). The Lawsuit included individual and class claims for failure to pay minimum wage, overtime, meal and rest periods, failure to provide proper wage statements, keep required records, pay compensation upon discharge, and violation of California Bus. & Prof. Code §§ 17200, *et seq.* (the "Labor Code Claims"). In addition, it contained a representative claim for civil penalties under the Private Attorneys General Act ("PAGA") (the "PAGA Claim").

WHEREAS, on or about November 19, 2020, the Parties filed a Stipulation and [Proposed] Order for Binding Arbitration and Stay of Action on the basis of the arbitration agreement between the Parties;

WHEREAS, by Order dated November 30, 2020, the Superior Court (Hon. Robert S. Draper) granted the Parties' stipulation, and ordered all claims, except the PAGA Claim, to binding arbitration, and stayed the Superior Court PAGA action pending completion of said arbitration;

WHEREAS, on or about February 5, 2021, Employees filed a formal demand for arbitration with the American Arbitration Association ("AAA"), and AAA opened a case (Case No. 01-21-0001-0981) (the "Arbitration");

WHEREAS, by Order dated May 18, 2022, the Superior Court (Hon. Douglas W. Stern) again ordered the Superior Court PAGA action stayed;

WHEREAS, by Stipulation filed with AAA in Case No. 01-21-0001-0981, the Parties agreed to say the Arbitration proceedings pending settlement discussions;

WHEREAS, Employer denies every allegation of wrongdoing contained in the Lawsuit and in any other papers filed or served by or on behalf of the Employees in this matter or before any court, arbitrator, or administrative agency;

WHEREAS, no court, arbitrator, or administrative agency has made any findings as to any of the allegations in the Lawsuit;

WHEREAS, on or about May 15, 2024, the Parties participated in a full-day mediation with Steven Peral Mediation, where the Parties agreed to resolve the Lawsuit in its entirety without further litigation or adjudication pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, it is agreed as follows:

1. **No Admission of Liability.** Employees acknowledges that the execution of this Agreement and the payment of consideration or any other obligation hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Employer. Employees further acknowledge that Employer denies all allegations of wrongdoing alleged by Employee. Employer intends, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of future litigation.

2. **Consideration.** In consideration for promises made by Employees herein, and contingent on Employee's fulfillment of the conditions of this Agreement, including Employee's Voluntary Dismissal of Action With Prejudice as to their individual Labor Code Claims and the Court's order approving the settlement of, and thereon dismissing with prejudice the PAGA Claim with respect to the Employees and other purported "Aggrieved Employees," as set forth in Section 6, and the waiver and release of claims in Sections 7 and 8, Employer agrees to pay Employees the gross sum of [REDACTED] (\$ [REDACTED]) minus [REDACTED] (\$ [REDACTED]), for a total of [REDACTED] (\$ [REDACTED]), in full satisfaction of the Labor Code Claims. This payment shall be referred to as the "Settlement Sum," and shall be paid as follows:

- a) A check made payable to Kevin Galvan in the gross amount of [REDACTED] (\$ [REDACTED]), less required withholdings and

¹ The settlement allocates \$ [REDACTED] in full satisfaction of the PAGA Claim, which will be set forth in a separate stipulation, agreement, and/or motion that will be filed with the Court in conjunction with a motion to have the PAGA Claim dismissed with prejudice. Fees and costs associated with the PAGA Claim will be deducted as follows: \$ [REDACTED] for attorneys' fees, \$ [REDACTED] for litigation costs, and \$ [REDACTED] to a PAGA settlement administrator, CPT Group. \$ [REDACTED] will be the net recovery payable toward PAGA penalties, of which 75%, or \$ [REDACTED], will be paid to the California Labor & Workforce Development Agency, with the remaining 25%, or \$ [REDACTED], will be payable to the other aggrieved employees, whom the Employer is able to identify.

deductions, and said amount to be reported on an IRS Form W-2 to be issued to the Galvan;

- b) A check made payable to Rizio Lipinsky Heiting PC, to be placed in its trust account for the benefit of Kevin Galvan, in the gross amount of [REDACTED] (\$ [REDACTED]), which represents payment for Galvan's non-wage damages, statutory penalties, attorneys' fees, and interest based upon his representations of such amount, to be reported on IRS Form 1099 to be issued to Galvan, as required by law;
- c) A check made payable to OSCAR SINIBALDI in the gross amount of [REDACTED] (\$ [REDACTED]), less required withholdings and deductions, and said amount to be reported on an IRS Form W-2 to be issued to the SINIBALDI;
- d) A check made payable to Rizio Lipinsky Heiting PC, to be placed in its trust account for the benefit of OSCAR SINIBALDI in the gross amount of [REDACTED] (\$ [REDACTED]), which represents payment for SINIBALDI's non-wage damages, statutory penalties, attorneys' fees, and interest based upon his representations of such amount, to be reported on IRS Form 1099 to be issued to SINIBALDI, as required by law;
- e) A check made payable to Daniel Barron Netzahualt in the gross amount of [REDACTED] (\$ [REDACTED]), less required withholdings and deductions, and said amount to be reported on an IRS Form W-2 to be issued to the Barron;
- f) A check made payable to Rizio Lipinsky Heiting PC, to be placed in its trust account for the benefit of Daniel Barron Netzahualt in the gross amount of [REDACTED] (\$ [REDACTED]), which represents payment for Barron's non-wage damages, statutory penalties, attorneys' fees, and interest based upon his representations of such amount, to be reported on IRS Form 1099 to be issued to Barron, as required by law;
- g) A check made payable to Sebastian Tovar in the gross amount of [REDACTED] (\$ [REDACTED]), less required withholdings and deductions, and said amount to be reported on an IRS Form W-2 to be issued to the Tovar;
- h) A check made payable to Rizio Lipinsky Heiting PC, to be placed in its trust account for the benefit of Sebastian Tovar in the gross amount of [REDACTED] (\$ [REDACTED]), which represents payment for Tovar's non-wage damages, statutory penalties,

attorneys' fees, and interest based upon his representations of such amount, to be reported on IRS Form 1099 to be issued to Tovar, as required by law;

- i) A check made payable to Irving A. Romero in the gross amount of [REDACTED] (\$ [REDACTED]), less required withholdings and deductions, and said amount to be reported on an IRS Form W-2 to be issued to the Romero;
- j) A check made payable to Rizio Lipinsky Heiting PC, to be placed in its trust account for the benefit of Irving A. Romero in the gross amount of [REDACTED] (\$ [REDACTED]), which represents payment for Romero's non-wage damages, statutory penalties, attorneys' fees, and interest based upon his representations of such amount, to be reported on IRS Form 1099 to be issued to Romero, as required by law;
- k) All checks will be delivered to Employees' counsel, Rizio Lipinsky Heiting, 2677 N. Main Street, suite 225, Santa Ana, CA 92705, as set forth in this Agreement.

3. **Responsibility for Tax Obligations.** Employees understand and agree that they are solely responsible for all tax obligations, including all reporting and payment obligations that may arise as a consequence of this Agreement and payment of the Settlement Sum. Employees further acknowledge that neither Employer nor any of its representatives or attorneys has made any promise, representation or warranty, express or implied, regarding the tax consequences of any consideration paid to Employee pursuant to this Agreement. Employees further agree to indemnify, defend and hold harmless Employer from and against any claims by any taxing authority for any amounts due based on the amounts allocated to them and received pursuant to Paragraph 2 of this Agreement.

4. **Entire Consideration.** Employees agree that the Settlement Sum shall constitute the entire consideration due to them for the Labor Code Claims and is in full and complete satisfaction of any and all claims, demands and/or causes of action they have or may have against Employer and Releasees as described below, and that Employees will not seek any further compensation for any other claimed damages, costs, or attorneys' fees in connection with the matters encompassed in this Agreement. Employees acknowledge and agree that they would not be entitled to receive the Settlement Sum if they did not make the promises that they are making in this Agreement.

5. **Timing of Payment.** The Settlement Sum should be sent to Employees within thirty (30) calendar days of the entry of dismissal of the Lawsuit, as set forth in Paragraph 6. Employer's obligation to pay the Settlement Sum is expressly conditioned upon receipt by Employer's attorney of a copy of this Agreement executed by Employees as well as the other conditions set forth in this Agreement to include Employees and Employees' counsel providing

their W-9 Forms to Employer for the Settlement Sum and a Court order dismissing the Lawsuit with prejudice with respect to the PAGA Claim.

6. **Dismissal of Lawsuit.** In exchange for the payment made to Employees under the terms of this Agreement, Employees shall (1) voluntarily dismiss with prejudice their individual Labor Code Claims in the Lawsuit, and (2) seek an order from the Court approving the proposed PAGA settlement and in connection therewith, dismissing with prejudice the PAGA Claim with respect to themselves and all other purported “aggrieved employees,” and (3) voluntarily dismiss with prejudice any and all allegations, claims, charges, actions, complaints, lawsuits, arbitrations, appeals, and other proceedings that Employees have instituted against Employer (if any). Employees agree to take all steps reasonably necessary to obtain this dismissal of the Lawsuit. Employer’s obligations under this Agreement are expressly conditioned on the Court’s order approving of, and dismissing the Lawsuit with prejudice with respect to the PAGA Claim.

7. **Complete General Release.** In consideration for the promises set forth in this Agreement, Employees do hereby — for themselves and for their heirs, representatives, attorneys, executors, administrators, successors, and assigns (“Releasors”) — release, acquit, remise, and forever discharge Employer and their affiliates, subsidiaries, parent companies, related companies, partners, officers, directors, managers, servants, agents, employees, former employees, representatives and attorneys, past or present, and all persons acting under, by, through, or in concert with any of them (collectively, the “Releasees”), from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys’ fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including but not limited to any claims or causes of action arising out of or in any way relating to the Lawsuit, which have been or could have been made by Employee against Employer up to and including the date of execution of this Agreement (“Claims”).

The Parties agree that this release of Claims includes, but is not limited to, claims for compensation of any type whatsoever, including but not limited to claims for salary, wages, bonuses, commissions, incentive compensation, paid leave, vacation, sick pay, or severance; any and all claims for assault and battery, wrongful termination, intentional or negligent infliction of emotional distress, breach of any implied or express contract or covenant, claims for promissory estoppel, claims of public policy violations of whatever kind or nature, defamation, invasion of privacy, fraud, misrepresentation, emotional distress or other common law or tort matters; any and all claims of harassment, retaliation or discrimination based on age, race, color, religion, sex, sexual orientation, national origin, ancestry, physical or mental disability, medical condition, marital status; claims under the California Labor, Government, Business and Professions, and Health and Safety Codes; claims based upon the California

Constitution; claims based upon the California Unruh Civil Rights Act; any and all claims based upon any federal, state or other governmental statute, regulation, rule, or ordinance, including, without limitation, the California Confidentiality of Medical Information Act, the California Fair Employment & Housing Act, the California Unfair Business Practice Act, California Wage Orders, the California Labor Code, the California Family Rights Act, Title VII of the Civil Rights Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Labor Management Relations Act, and the Family Medical Leave Act, all as amended; any and all claims for monetary or equitable relief, including but not limited to attorneys' fees and costs, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements, punitive damages, liquidated damages, and penalties.

Notwithstanding this general release of claims, nothing in this Agreement is intended to operate as, nor shall be construed as, a release or waiver of any rights and/or claims that cannot be released or waived as a matter of law. For instance, this general release and waiver of claims excludes, and Employees do not waive, release, or discharge: any workers' compensation claim, any right to file an administrative charge or complaint with or testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other similar federal, state, or local administrative agencies, although Employee waives any right to monetary relief related to any filed charge or administrative complaint to the extent permitted under law.

8. **General Release of Unknown Claims.** This Agreement is intended to be effective as a general release of and bar to all claims as stated in Section 7. For the purpose of implementing a full and complete general release, Employees expressly acknowledge that the release they give in this Agreement is intended to include in its effect, without limitation, claims that they did not know or suspect to exist at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of those claims and contemplates the extinguishment of any such unknown claims. In furtherance of this settlement, Employee waives any rights he may have under California Civil Code Section 1542 (and other similar statutes and regulations). Section 1542 states:

“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.”

9. **Non-Disparagement.** Employees agree that they will not at any time hereafter make any statements, either verbal or written to anyone, including without limitation, any electronic or print news media or other publications, or any community organizations, which would malign, defame or disparage the reputation, image, good will or commercial interest of Employer, or any of the other Releasees.

10. **Successors and Assigns.** This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their heirs, representatives, executors, administrators, successors, and assignees.

11. **Confidentiality.** Employees agree that the terms and provisions of this Agreement were made and entered into in strict confidence and must remain confidential. Employees promise that they shall not disclose or offer to disclose, and have not disclosed any of the terms or provisions of this Agreement or the negotiations leading to this Agreement to any person or entity, including, but not limited to, any current, former or future employee of Employer, or to any member of the print, electronic or other media. The sole exceptions to the obligations under this section are (a) a disclosure required by law (such as to a governmental and/or regulatory agency or tribunal as required), (b) to enforce any obligations under this Agreement, or (c) a disclosure to Employees spouses and/or attorneys and/or tax or financial advisors, who will be advised of the confidential nature of this Agreement and must agree to be bound by its terms. Employees agree that to the extent that they receive inquiries about any Claims released herein, they are authorized to say nothing other than "it has been resolved" or similar words to that effect without disclosing any information relating to the terms and conditions of this Agreement. Employees agree that this confidentiality provision is an express and absolute condition of this Agreement, is bargained for consideration for this Agreement and is not a mere recital, and that any violation of the terms and conditions of this confidentiality provision shall constitute a material breach of this Agreement. Should any Employee breach this provision, he agrees to liquidated damages in the amount of [REDACTED]d [REDACTED]d [REDACTED](\$ [REDACTED]) per proven breach, in addition to any other damages, penalties, attorney fees, and other equitable relief that a Court may award.

Nothing in this Agreement shall be construed as a waiver of Employees' right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Employer, or on the part of the agents or employees of Employer, when Employees have been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. In addition, nothing in this Agreement shall prohibit or prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination based on sex, failure to prevent an act of workplace harassment or discrimination based on sex, or act of retaliation against a person for reporting harassment or discrimination based on sex which acts are related to the Lawsuit.

Employees further understand and agree that any prior agreement that Employees signed during or in connection with Employees' employment by Employer with regard to the protection of confidential, proprietary, and/or trade secret information continues to remain in full force and effect on and after the Effective Date. Employees shall not disclose, either directly or indirectly, to any person, company, or entity, any trade secret, proprietary information, or any confidential information of or about Employer learned during Employees' employment with Employer, including, but not limited to, information about its business, technology, assets, financial condition, customer information, and methods of doing business, except to the extent disclosure of such information may be required by law or may be expressly requested in writing by an authorized officer of Employer.

The Parties agree that this Agreement does not limit Employees' ability to communicate with any local, state, or federal government agencies or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information or to testify. This Agreement does not limit Employees' right to receive an award for information provided to any government agencies; however, Employees may not receive other monetary compensation related to the filing of a charge or complaint with any government agencies.

12. **Admissibility of Agreement.** The Parties agree that this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Parties' Agreement, as set forth herein, pursuant to California Evidence Code Section 1123 and California Civil Code Section 664.6.

13. **No Attorneys' Fees and Costs.** With the exception of the payment discussed in Section 2 above, the Parties agree that they shall bear their own respective costs and fees, including but not limited to attorneys' fees, in connection with the negotiation and execution of this Agreement. However, in any action to enforce the terms of this Agreement, the prevailing party shall be entitled to its or his reasonable attorneys' fees and costs.

14. **Neutral Employment References.** Employees agree to direct any employment references to the Human Resources Department of Employer. Employees further consent and agree that, in response to any such inquiry, Employer is authorized to report and disclose only the Employee's: (i) dates of employment; (ii) last position held; and (iii) confirmation of last rate of compensation. Employer explicitly agrees not to make any further disclosures regarding Employees in connection with employment references.

15. **Return of Documents and Property.** Employees represent that Employee has returned all Employer property, including all documents produced by Employer during the course of discovery in the Lawsuit and any and all copies of such documents, identification cards, or badges, access codes or devices, keys, laptops, computers, telephones, mobile phones, hand-held electronic devices, credit cards, electronically stored documents or files, physical files, tools, and any other Employer property in Employees' possession within 30 days of the

Execution Date. For digital and hard copy documents, Employees may also confirm destruction of all documents within 30 days of the Execution Date. This provision does not apply to files Employees' counsel maintains for their own internal records.

16. **Ownership of Claims and Event of Breach.** Employees represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement. Employees agree to indemnify and hold harmless the Releasees, and each of them, against any loss or liability whatsoever, including reasonable attorneys' fees and costs caused by: (a) any breach of this Agreement by Employees or their successors in interest; and (b) any action or proceeding brought by Employees or their successors in interest, if such action or proceeding is based upon or related to any of the Claims released in this Agreement.

17. **Governing Law/Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of California applicable to contracts made and to be performed entirely within such State.

18. **Arbitration.** The Parties agree that any dispute, controversy, or claim arising out of or related to this Agreement, or any alleged breach of this Agreement, shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration in California before a single arbitrator. Arbitration may be administered before the American Arbitration Association (AAA) (or another arbitration provider as agreed to by the Parties) in accordance with the AAA's Employment Arbitration Rules and Mediation Procedures, except as modified by mutual agreement of the Parties or this Agreement. A copy of the AAA's Employment Arbitration Rules and Mediation Procedures is available online at <https://www.adr.org/Rules>. Employer will pay the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing. Discovery in any arbitration proceeding shall be conducted according to the AAA's Employment Arbitration Rules and Mediation Procedures, except as modified by mutual agreement of the Parties or this Agreement.

Any arbitral award determination shall be final and binding on the Parties and may be entered as a judgment in a court of competent jurisdiction. Nothing in this Agreement shall prevent either Employees or Employer from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. This agreement to arbitrate is freely negotiated between Employees and Employer and is mutually entered into between the parties. By entering into this Agreement, the Parties are waiving all rights to have their disputes heard or decided by a jury or in a court trial.

19. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. The Parties agree that no change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by Employees and a duly authorized officer of Employer.

20. **Construing Provisions.** The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either Party. Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable. Employees further agree that in the event any provision of this Agreement is held to be illegal or unenforceable, Employees will fully cooperate with Employer to effectuate its purpose to conform the provision(s) to law.

21. **Jointly Drafted.** This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any Party, since all Parties have participated in the negotiations and drafting of this Agreement.

22. **No Voluntary Assistance.** Employees agree that they will not in any manner encourage or willingly assist any person, including any past, present, or prospective employees or contractors, or applicants for employment with Employer or any Releasees, in filing or pursuing any lawsuit, claim or action against Employer or any of the Releasees, in any state or federal court or before any state, federal, or governmental agency, except as Employees may be required by statutorily authorized process to give testimony or to provide documents at a legal proceeding, or to cooperate in any agency or legal proceeding as authorized by law. This Agreement, however, does not affect Employees' right to file a charge, participate in an investigation, hearing, or proceeding conducted by the United States EEOC, the CRD, the NLRB, or any other federal, state or local regulatory or law enforcement agency as set forth herein.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via facsimile transmission or DocuSign shall have the same force, validity and effect as the originals thereof.

24. **Attorney Representation.** Employees' counsel represent that, as of the signing of this Agreement, Rizio Lipinsky Heiting, PC and Ray & Seyb LLP does not represent, nor have they been approached to represent in any future matters, any other individual seeking to bring claims against Employer other than Employees'.

25. **Acknowledgements.** Employees specifically agree and acknowledge that:

- a) Employees have read this Agreement in its entirety and understand all of its terms;
- b) by this Agreement, Employees have been advised to consult with an attorney before executing this Agreement, and have consulted with such counsel;

- c) Employees knowingly, freely, and voluntarily assent to all of its terms and conditions including, without limitation, the waiver, release, and covenants contained in it;
- d) Employees are executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which Employees are otherwise entitled; and
- e) Employees are not waiving or releasing rights or claims that may arise after Employees execute this Agreement.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEES HAVE FULLY READ, UNDERSTAND, AND VOLUNTARILY ENTER INTO THIS AGREEMENT. EMPLOYEES ACKNOWLEDGE AND AGREE THAT EMPLOYEES HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF EMPLOYEES' CHOICE BEFORE SIGNING THIS AGREEMENT. EMPLOYEES FURTHER ACKNOWLEDGE THAT EMPLOYEES' SIGNATURES BELOW ARE AGREEMENTS TO RELEASE EMPLOYER FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date below.

Date: 08/05/2024



Kevin Galvan
EMPLOYEE

Date: 07/31/2024



Daniel Barron Netzahualt
EMPLOYEE

Date: 07/31/2024



Irving A. Romero
EMPLOYEE

Date: 08/13/2024

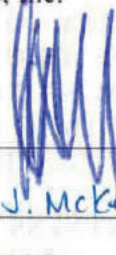
Oscar Sinibaldi
OSCAR SINIBALDI
EMPLOYEE

Date: 07/31/2024

Sebastian
Sebastian Tovar
EMPLOYEE

Date: Oct 2, 2024

McKenna Motors Torrance, Inc.
EMPLOYER

By: 

Name: Daniel J. McKenna III

Title: President

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APPROVED AS TO FORM AND ATTORNEY REPRESENTATIONS ONLY

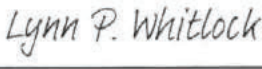
Date: October 9, 2024

Pillsbury Winthrop Shaw Pittman LLP

By: 
Jean F. Kuei, Esq.
Derek M. Mayor, Esq.
Attorneys for McKenna Motors Torrance,
Inc.

Date: Aug. 14, 2024

Rizio Lipinsky Heiting, PC

By: 
Daren H. Lipinsky, Esq.
Lynn P. Whitlock, Esq.
Taylor Derosa, Esq.
Attorneys for Plaintiffs
*KEVIN GALVAN; DANIEL BARRON
NETZAHUALT; IRVING A. ROMERO;
OSCAR SINIBALDI; SEBASTIAN TOVAR*

Date: 8.14.2024

Ray & Seyb LLP

By: 
Charles M. Ray
Spencer L. Seyb
Attorneys for Plaintiffs
*KEVIN GALVAN; DANIEL BARRON
NETZAHUALT; IRVING A. ROMERO;
OSCAR SINIBALDI; SEBASTIAN TOVAR*

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARINO)

I am a resident of the State of California, County of San Bernardino. I am over the age of eighteen years and not a party to the within action. My business address is 5811 Pine Avenue, Suite A, Chino Hills, California 91709.

On October 21, 2024, I served on the interested parties in this action the within document(s) entitled:

DECLARATION OF DEREK M. MAYOR IN SUPPORT OF JOINT MOTION TO SEAL CONFIDENTIAL SETTLEMENT AGREEMENT

☐ **BY FAX: (C.C.P. § 1013(a), (e); CRC 2008)** - by transmitting via electronic facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.; I also caused the fax machine to print such record(s) of the transmission.

☐ **BY MAIL: (C.C.P. § 1013(a))** - by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Chino Hills, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY PERSONAL SERVICE** - I personally delivered such envelope to the offices of the addressee.

☐ **BY OVERNIGHT MAIL (C.C.P. § 1013(c))** - By FEDERAL EXPRESS, following ordinary business practices for collection and processing of correspondence with said overnight mail service, and said envelope(s) will be deposited with said overnight mail service on said date in the ordinary course of business.

☐ **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED** - By placing true copy(ies) thereof in sealed envelope(s) with Certified Mail, Return Receipt Requested, postage thereon fully prepaid and by causing such envelope(s) to be deposited in the mail at 5811 Pine Avenue, Suite A, Chino Hills, California 91709.

☒ **BY ELECTRONIC SERVICE (C.C.P. § 1010.6(a)(6))** - the parties listed below were served electronically with the document(s) listed above by e-mailed PDF files. The transmission was reported as complete and without error. My electronic notification address is 5811 Pine Ave., Suite A, Chino Hills, California 91709. My e-mail address is msambrano@riziolawfirm.com.

Jean Fan Kuei, Esq. Malcolm A. Brudigam, Esq. Pillsbury Winthrop Shaw Pittman LLP 1200 17th Street, NW Washington DC 90036 (202) 663-8072 / office (202) 663-8007 / fax E-mail: jean.kuei@pillsburylaw.com	Attorney for Defendant, MCKENNA MOTOR COMPANY
Derek M. Mayor, Esq. Pillsbury Winthrop Shaw Pittman LLP 500 Capitol Mall, Suite 1800 Sacramento, CA 95814 (916) 329-4700 / office (916) 441-3583 / fax Email: derek.mayor@pillsburylaw.com	Attorney for Defendant, MCKENNA MOTOR COMPANY

[X] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

[] **FEDERAL:** I declare that I am employed in the office of a member of the Bar of this Court at whose direction this service was made.

Executed on October 21, 2024, at Chino Hills, California.



MARY ELLEN SAMBRANO



Make a Reservation

KEVIN GALVAN, et al. vs MCKENNA MOTOR COMPANY, INC.

Case Number: 20STCV11262 Case Type: Civil Unlimited Category: Other Employment Complaint Case

Date Filed: 2020-03-20 Location: Stanley Mosk Courthouse - Department 78

Reservation

Case Name:

KEVIN GALVAN, et al. vs MCKENNA MOTOR COMPANY, INC.

Case Number:

20STCV11262

Type:

Motion re: (Joint Motion to Seal Confidential Settlement Agreement)

Status:

RESERVED

Filing Party:

MCKENNA MOTOR COMPANY, INC. (Defendant)

Location:

Stanley Mosk Courthouse - Department 78

Date/Time:

01/14/2025 8:30 AM

Number of Motions:

1

Reservation ID:

235067401106

Confirmation Code:

CR-V4ZZSXZHP2DYTESZX

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount:

\$0.00

Type:

NOFEE

Account Number:

n/a

Authorization:

n/a

Payment Date:

1969-12-31

[Print Receipt](#)

[+ Reserve Another Hearing](#)

[View My Reservations](#)

