

FIRST AMENDED STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiff Amelia Salas Gurrola (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Elliott Auto Supply Co., Inc. (“Elliott Auto” or Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Jaime Castaneda of Haines Law Group, APC (“Class Counsel”). Defendant is represented by William J. Brown, Jr. and Matthew K. Wegner of Brown Wegner LLP.

On April 6, 2020, Plaintiff filed a class action lawsuit against Defendant in San Diego County Superior Court, in the matter titled *Amelia Salas Gurrola v. Elliott Auto Supply Co., Inc.*, San Diego Superior Court, Case No. 37-2020-00015368-CU-OE-CTL, alleging the following causes of action: (1) failure to pay all overtime wages; (2) minimum wage violations; (3) rest period violations; (4) meal period violations; (5) wage statement penalties; (6) waiting time penalties; and (7) unfair competition as a result of the aforementioned violations (Bus. & Prof. Code § 17200 *et seq.*) (the “Class Action”). On June 16, 2020, Plaintiff filed a separate representative action with a single cause of action for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698, *et seq.*, in San Diego County Superior Court in the matter titled *Amelia Salas Gurrola v. Elliott Auto Supply Co., Inc.*, San Diego Superior Court, Case No. 37-2020-00020439-CU-OE-CTL (the “PAGA Action”). The Class Action and PAGA Action shall be referred to collectively as the “Action.”

On September 27, 2017, the Orange County Superior Court approved the Class Action Settlement in *Ernest Causey v. Elliott Auto Supply Co., Inc., James Barnes*, Case No. 30-2014-00762886-CU-OE-CXC, a wage and hour class action and PAGA action, covering the class of all California based employees who worked for Elliott Auto as delivery drivers at any time in California from December 22, 2010 until May 2, 2017 (“Causey Class Participants”).

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle the Class Action and the PAGA Action, to resolved both individually and on behalf of the Settlement Class (defined below). Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant Elliott Auto Supply Co., Inc. in California at any time from April 6, 2016 through January 5, 2023 (the “Class Period”). Partial exclusion of Causey Class Participants: Excluded from the Settlement Class are any former non-exempt employees who worked for Elliott Auto as delivery drivers from April 6, 2016 and to but not beyond May 2, 2017. Members of the Causey Settlement Class who worked for Elliott Auto any time from April 6, 2016 until after May 2, 2017 shall be members of the Settlement Class in the present case, but their work weeks prior to May 2, 2017 shall be subtracted when calculating the overall number of “Class Work Weeks” and when calculating that particular member’s payout based on the proportion of the work weeks.

Defendant represents that there are approximately 1,173 Settlement Class members.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in the Action or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into this Settlement Agreement.

2. **Consolidated and Amended Complaint.** The Parties shall stipulate for leave for Plaintiff to file a consolidated First Amended Class and Representative Action Complaint in the Class Action, and, and the Parties shall seek approval of this Settlement Agreement through the Class Action to resolve both the Class Action and the PAGA Action and to include additional claims that were raised between the Parties.

3. **Release by Settlement Class Members and Plaintiff.** As of the Final Effective Date (as defined below), and upon Defendant's complete funding of the Gross Settlement Amount (as defined below), Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant and any of its former or present parents, subsidiaries, affiliates, investors, partners, owners, related organizations, predecessors or successors, and all agents, employees, officers, directors, members, managers, holding companies, insurers, and attorneys thereof, (collectively, the "Released Parties"), as follows:

- A. **Release by Settlement Class.** Settlement Class members (except those who opt-out) shall release all claims, causes of action, and legal theories alleged or which could have been alleged based on the facts alleged in the Class Action and in the PAGA Action, as well as in the operative First Amended Class and Representative Action Complaint, including, but not limited to: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to authorize and permit rest periods; (4) failure to provide meal periods; (5) failure to provide compliant itemized wage statements; (6) failure to timely pay wages at the end of employment; (7) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (1) through (6) above; and (8) Failure to Reimburse Employees for Necessary Business Expenses; ("Class Released Claims"). The release of the Class Released Claims shall apply for the duration of the Class Period.
- B. **Partial Exclusion of Causey Class Participants.** Excluded from the Settlement Class in this case are any former non-exempt delivery driver employees who worked for Elliott Auto from April 6, 2016 and to but not beyond May 2, 2017. Members of the Causey Settlement Class who worked for Elliott Auto any time from April 6, 2016 until after May 2, 2017 shall be members of the Settlement Class in the present case, but their work weeks prior to May 2, 2017 shall be subtracted when to calculating the overall number of "Class Work Weeks" and when calculating that particular member's payout based on the proportion of the work weeks.

- C. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether or not they opt out) who worked for Defendant in California at any point from April 8, 2019 through January 5, 2023 (the “PAGA Period”) are “Aggrieved Employees” and shall release Defendant from all claims, causes of action, or legal theories that were alleged or could have been alleged based on facts in the PAGA Action Complaint, or in the operative First Amended Class and Representative Action Complaint, that were stated for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s April 8, 2020 Notification Letter to the Labor and Workforce Development Agency (“LWDA”) (“the PAGA Released Claims”).
- D. **General Release by Plaintiff.** In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff has agreed to release, individually and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, under federal law or state law, against the Released Parties, arising from her employment with Defendant, for the duration of the Class Period (“Plaintiff’s Released Claims”). Plaintiff and Defendant understand and agree that, by way of this release, Plaintiff is not releasing, compromising, settling, or resolving any claims for or related to workers’ compensation, any claims for unemployment insurance benefits, nor any other claims which cannot be released as a matter of law. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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.

- E. **Effective Date:** The “Effective Date” of the settlement agreement shall be the day after all of the following have occurred: (i) final approval of the settlement is granted by the Court, (ii) judgment approving the settlement becomes Final, and (iii) the PAGA Action has been dismissed with prejudice. The term “Final” means: (i) if no objections are made to the Settlement, or if any objections to the Settlement are withdrawn, then the Settlement will be “Final” on the date the Court enters judgment on the Settlement; (ii) if an objection is made to the Settlement and not withdrawn, and the objection is overruled by the Court with no appeal being taken, then the Settlement will be “Final” on the expiration date of the time for filing or noticing any appeal of the judgment; (iii) if there is an appeal of the Court’s judgment, the Settlement will be “Final” on the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court and/or United States Supreme Court; or (iv) if a petition for writ of certiorari is filed, the Settlement will be “Final” on the date of denial of the petition for writ of certiorari, or the date the judgment is affirmed pursuant to such petition.

4. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary gross settlement amount (“Gross Settlement Amount”) of Two Million Five Hundred Fifty Thousand Dollars and Zero Cents (\$2,550,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.
- B. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within fifteen (15) calendar days of the Final Effective Date. The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the Gross Settlement Amount, in connection with this Agreement, except (i) any amount under the Escalator Clause in Section 4(F) and (ii) any employer-side payroll taxes to be paid separately by Defendant under Section 4(E)
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than Eighteen Thousand Dollars and Zero Cents (\$18,000.00);
 - (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff’s Class Representative Enhancement Payment, in recognition of her contributions to the Action and service to the Settlement Class;
 - (4) Up to one-third of the Gross Settlement Amount (currently estimated to be \$850,000.00) in Class Counsel’s attorneys’ fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Sixty Thousand Dollars and Zero Cents (\$60,000.00); and
 - (5) Eighty Thousand Dollars and Zero Cents (\$80,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or Sixty Thousand Dollars and Zero Cents (\$60,000.00), will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining 25%, Twenty Thousand Dollars and Zero Cents (\$20,000.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

The amounts described in Section 3.C.(1)-(5) are subject to Court approval. Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount (described below).
- E. **Employer Payroll Taxes.** The Gross Settlement Amount does not include employer-side payroll taxes that are part of any Individual Settlement Amount

designated as wages, which shall be paid by Defendant separate from, and in addition to, the Gross Settlement Amount. Defendant shall deposit the employer-side taxes with the Settlement Administrator no later than the date it deposits the Gross Settlement Amount as described in Paragraph 3.B.

- F. **Escalator Clause.** The Gross Settlement amount is based on Defendant's representations that there are approximately 99,453 "Class Work Weeks", which is calculated by subtracting out the workweeks of Causey Class Participants from April 6, 2016 to May 2, 2017 from workweeks of all Class members during the Class Period. If, at the time of preliminary approval, the number of Class Work Weeks has increased by 5% or more (i.e., if there are 104,426 or more Class Work Weeks), the Gross Settlement Amount shall increase on proportional basis by the amount exceeding 5% (i.e., if there was an 8% increase in the number of total Class Work Weeks, the Gross Settlement Amount shall increase by 3%) or at Defendant's sole option the Class Period may be ended as of the date that the Class Period exceeds 104,426 Class Work Weeks.

5. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator's fees and expenses for administration, and the total amount set aside as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount" or "NSA." Settlement Awards will be the total of each Settlement Class member's: (i) payment from NSA and (ii) payment, if any, from the PAGA Amount, as described below.
- i. Payments to all participating Settlement Class members: Eighty percent (80%) of the Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate Class Work Weeks worked during the Class Period, and which shall be calculated by multiplying 80% of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of Class Work Weeks worked during the Class Period, and the denominator of which is the total Class Work Weeks worked by all participating Settlement Class members during the Class Period.
 - ii. Waiting Time Amount: Ten Percent (10%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." Each participating Settlement Class member whose employment with Defendant ended at any time from April 6, 2017 through the end of the Class Period shall receive an equal, pro-rata share of the Waiting Time Amount.
 - iii. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement

Class member who was employed by Defendant at any time from April 6, 2019 to the end of the Class Period (“Wage Statement Period”) shall receive a portion of the Wage Statement Amount proportionate to the number of Pay Periods that he or she worked for Defendant in California during the Wage Statement Period, and which shall be calculated by multiplying 10% of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of Pay Periods worked during the Wage Statement Period, and the denominator of which is the total Pay Periods worked by all participating Settlement Class members during the Wage Statement Period.

- iv. Payments from the PAGA Amount: In addition to the Net Settlement Amount, each Settlement Class member (regardless whether they opt out) who was employed by Defendant in California at any time during the PAGA Period shall receive a portion of the \$20,000.00 of the Gross Settlement Amount that has been designated as the “PAGA Amount” (as indicated above), proportionate to the number of Pay Periods that he or she worked during the PAGA Period, and which shall be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of Pay Periods worked during the PAGA Period, and the denominator of which is the total Pay Periods worked by all Settlement Class members during the PAGA Period. Settlement Class members whose Settlement Award includes payments from both the Net Settlement Amount and the PAGA Amount will have both amounts aggregated in one check.

B. Calculation of Settlement Awards. Within five (5) Court days of the Final Effective Date, the Settlement Administrator will calculate individual Settlement Awards, as well as the amount of the employer’s share of payroll taxes due on the wage portion of the individual Settlement Awards, and provide the same to counsel for review and approval.

C. Payment of Individual Settlement Awards. Within five (5) Court days of (i) the Final Effective Date occurring and (ii) Defendant’s deposit of the Gross Settlement Amount and employer-side taxes, and after approval by counsel of the Settlement Award calculations, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel. The Settlement Administrator shall pay the amounts approved by the Court for Class Counsel’s attorneys’ fees and costs, Plaintiff’s Class Representative Enhancement Payment, and PAGA payment to the LWDA after it mails Settlement Awards to Settlement Class members.

D. For tax purposes, each Individual Settlement Award shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the NSA shall be allocated as thirty percent (30%) wages, thirty percent (30%) interest, and forty percent (40%) penalties. The Settlement Administrator will issue to Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and

interest). Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, including but not limited to, 401K benefits or matching benefits. Each Settlement Class member is responsible for the proper tax treatment of his/her Individual Settlement Award, and neither Plaintiff, Defendant, nor their respective counsel are providing tax advice with respect to the tax treatment of Individual Settlement Awards. Each Settlement Class member agrees to hold harmless Plaintiff, Defendant, and their respective counsel from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

- E. Each member of the Settlement Class who is issued an Individual Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails the payment. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing, shall be placed in a *cy pres* fund and awarded to:

Veterans Legal Institute
c/o Antionette Naddour, Esq., Executive Director
1231 Warner Ave.
Tustin, CA 92780
Ph: 714-852-3492

- F. Neither Plaintiff nor any of the Released Parties (nor their respective counsel) shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00), from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee and cost award approved by the Court.

7. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment to Plaintiff of up to Seven Thousand Five Hundred Dollars (\$7,500.00), for her time and risk in prosecuting this case, her individual release of all claims, her Code of Civil Procedure section 1542 waiver, and her services to the Settlement Class. Plaintiff's Class Representative Enhancement Payment will be in addition to Plaintiff's Individual

Settlement Award as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Enhancement Payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

8. **Settlement Administrator.** Parties will not object to the appointment of Phoenix Settlement Administrators as the Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to Eighteen Thousand Dollars and Zero Cents (\$18,000.00) for Phoenix's services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending Notice Packets to the Settlement Class members, calculating Individual Settlement Awards, preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the GSA only after all Individual Settlement Awards have been mailed to Settlement Class members and the PAGA payment is made to the LWDA. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

9. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court in the Class Action for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Sean M. Blakely, Neil M. Larsen, and Jaime Castaneda of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff as the Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as the Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and Workweek and Pay Period data ("Class Data") for each Settlement Class member during the Class Period, as well as information to identify Causey Class members and their workweeks that occurred during the Class Period.

- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member and receive approval from counsel of those calculations; and (iv) mail via First Class U.S. mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt out of the class Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the class Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member’s last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement (except for the release of the PAGA Released Claims, if applicable) or have any right to object, appeal, or comment on the Settlement Agreement.
- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.
- D. Objections. Members of the Settlement Class who do not opt out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant’s counsel, as well as file all such objections with the Court) within the Response Deadline. Defendant’s counsel and Class Counsel shall

file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Settlement Class members may also appear at the final approval hearing to orally object, even if they have not submitted a written objection.

- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award (excluding any tax calculations) as well as the information that was used to calculate the estimated Individual Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. If the Parties cannot agree, the Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, Objection, or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by,

the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

11. **Final Approval.** Following preliminary approval and the close of the period for submitting requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the website of the Settlement Administrator.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or wrongdoing or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by counsel for all the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff: Paul K. Haines
Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
phaines@haineslawgroup.com

if to Defendant: William J. Brown, Jr.
Brown Wegner LLP
2010 Main Street, Suite 1260, Irvine, CA 92614
bill@brownwegner.com

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations,

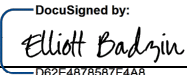
presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court shall award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of, or failure to conform with, any material term of this Settlement Agreement.

DATED: 4/7/2023, 2023

ELLIOTT AUTO SUPPLY CO., INC.

By: 
DocuSigned by:
D62E4878587F4A8...
 Name: Elliott Badzin
 Title: President

DATED: _____, 2023

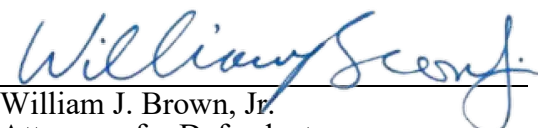
PLAINTIFF AMELIA SALAS GURROLA

By: _____
 Plaintiff and Settlement Class Representative

APPROVED AS TO FORM ONLY:

DATED: April 7, 2023

BROWN WEGNER LLP

By: 
 William J. Brown, Jr.
 Attorneys for Defendant

DATED: _____, 2023

HAINES LAW GROUP, APC

By: _____
 Paul K. Haines
 Attorneys for Plaintiff

presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court shall award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of, or failure to conform with, any material term of this Settlement Agreement.

DATED: _____, 2023

ELLIOTT AUTO SUPPLY CO., INC.

By: _____
Name: _____
Title: _____

DATED: Feb 15, 2023, 2023

PLAINTIFF AMELIA SALAS GURROLA

By:  _____
Amelia Salas (Feb 15, 2023 19:26 PST)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM ONLY:

DATED: _____, 2023

BROWN WEGNER LLP

By: _____
William J. Brown, Jr.
Attorneys for Defendant

DATED: February 15, 2023

HAINES LAW GROUP, APC

By:  _____
Paul K. Haines
Attorneys for Plaintiff

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

AMELIA SALAS GURROLA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ELLIOTT AUTO SUPPLY CO., INC., a Minnesota
Corporation; and DOES 1 through 100,

Defendants.

Case No. 37-2020-00015368-CU-OE-CTL

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees who worked for Defendant Elliott Auto Supply Co., Inc. ("Elliott Auto") in California at any time from April 6, 2016 through January 5, 2023. These employees will be referred to as the "Settlement Class" or "Settlement Class members."

PLEASE READ CAREFULLY

**THIS NOTICE IS BEING PROVIDED TO YOU IN BOTH ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Amelia Salas Gurrola v. Elliott Auto Supply Co., Inc.*, San Diego County Superior Court, Case No. 37-2020-00015368-CU-OE-CTL (the "Lawsuit"). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Elliott Auto's records show that you were employed by Elliott Auto as a non-exempt employee in the State of California between April 6, 2016 and January 5, 2023 (the "Class Period"), and that you are not fully or partially excluded because you previously released part or all of your claims as part of a prior class action that was settled in 2017 (*Ernest Causey v. Elliott Auto Supply Co., Inc.*, James Barnes, Orange County Superior Court Case No. 30-2014-00762886-CU-OE-CXC), and therefore are part of the proposed "Settlement Class." The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator's website, www.phoenixclassaction.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will automatically receive a settlement payment if the Court grants final approval of the settlement, and you will be bound by the release provisions in the Settlement Agreement.
OPT OUT	You may opt out of the settlement by submitting a Request for Exclusion (described below). If you opt out, you may not object to the settlement, you shall not receive a payment from the class portion of the Settlement, and you will not be bound by the class release provisions in the Settlement Agreement. Any Request for Exclusion must be submitted by <<RESPONSE DEADLINE>> .

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
OBJECT	You may object to the settlement by submitting a written objection and/or appearing at the Final Approval Hearing. Any written objections must be submitted by <<<RESPONSE DEADLINE>>>.
FINAL APPROVAL HEARING	The Final Approval Hearing will be held on [DATE/TIME] in Department C-64 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. The Final Approval Hearing may be postponed without further notice to the Settlement Class.

What is this case about?

On May 26, 2020, Plaintiff Amelia Salas Gurrola (“Plaintiff”) filed a Class Action lawsuit on behalf of all current and former non-exempt employees who worked for Elliott Auto in California at any time during the Class Period. On June 16, 2020, Plaintiff filed a representative action lawsuit against Elliott Auto seeking to recover civil penalties under the California Labor Code Private Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”) (the “PAGA Action Complaint”). Plaintiff’s operative First Amended Class and Representative Action Complaint alleges that Elliott Auto violated California law by: (1) failing to pay all overtime wages; (2) failing to pay minimum wages for all hours worked; (3) failing to authorize and permit all legally required rest periods; (4) failing to provide all legally required meal periods; (5) failing to furnish accurate and itemized wage statements; (6) failing to timely pay all wages owing upon separation of employment; (7) engaging in unlawful business practices as a result of the foregoing allegations; (8) failing to reimburse employees for necessary business expenditures; and (9) as a result of these alleged violations, Elliott Auto is liable for civil penalties under the PAGA. Plaintiff is known as the “Class Representative.” Plaintiff’s attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Elliott Auto denies that it has done anything wrong. Elliott Auto denies that it owes Settlement Class members any wages, restitution, penalties, or other damages or amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Elliott Auto, who expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with business operations, the Parties concluded that it is in Elliott Auto’s best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. The Settlement was reached after two mediation sessions and negotiations between the Parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Elliott Auto, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Elliott Auto, your decision about whether to participate in the Settlement will not affect your employment. California law and Elliott Auto’s policy strictly prohibit unlawful retaliation. Elliott Auto will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/ Settlement Class members:	Attorneys for Elliott Auto:
HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Sean M. Blakely (SBN 264384) sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	BROWN WEGNER LLP William J. Brown (SBN 192950) bill@brownwegner.com 2010 Maine Street, Suite 1260 Irvine, California 92614 Tel: (949) 705-0080 Fax: (949) 797-4099 www.brownwegner.com

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who have worked for Elliott Auto in California at any time from April 6, 2016 through January 5, 2023. Additionally, to prevent double recovery, Elliott Auto workers who were members of a previous class action for delivery drivers, the “Causey Class Action”, will not be provided recovery in the present case for work weeks during the class period from that prior case (which ended May 2, 2017) or if such workers were employed only during that period they will be excluded from the class in this case. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Elliott Auto as described below.

Elliott Auto has agreed to pay \$2,550,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, attorneys’ fees and costs, settlement administration costs, the Class Representative Enhancement Payment, and the amount designated as PAGA civil penalties.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount (which is currently estimated to be \$850,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$60,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$18,000.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award \$7,500.00 as the Class Representative Enhancement Payment. This payment is meant to compensate Plaintiff for her service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to the State of California. The Parties have agreed to allocate \$80,000.00 of the Gross Settlement Amount towards the Settlement of the PAGA claims alleged in the Lawsuit. Pursuant to the requirements of the PAGA, 75% of that amount, or \$60,000.00, will be paid to the State of California Labor and Workforce Development Agency (“LWDA”). The remaining \$20,000.00 has been designated as the “PAGA Amount” and will be allocated to Settlement Class members as described below.

Calculation of Settlement Class Members’ Individual Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated to be approximately \$1,534,500. Together with the \$20,000.00 PAGA Amount, the total amount to be distributed to Settlement Class members is estimated to be \$1,554,500. The NSA will be distributed to Settlement Class members as follows:

- (i) 80% of the NSA will be distributed to all participating Settlement Class members, and will be allocated proportionately based on each participating Settlement Class member’s proportionate workweeks worked for Elliott Auto in California during the Class Period after excluding the workweeks of any participants in “Causey Class Action” during the period April 6, 2016 to May 2, 2017.

- (ii) 10% of the NSA has been designated as the “Wage Statement Amount,” and will be allocated to each participating Settlement Class member who was employed by Elliott Auto at any time between April 6, 2019 through January 5, 2023, in proportion to the number of Pay Periods that each participating Settlement Class member worked for Elliott Auto during that time period.
- (iii) 10% of the NSA has been designated as the “Waiting Time Amount,” and each participating Settlement Class member whose employment with Elliott Auto ended at any time between April 6, 2017 and January 5, 2023, will receive an equal, pro-rata share of the Waiting Time Amount.
- (iv) In addition to the NSA, \$20,000.00 of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above, and will be allocated to all Settlement Class members (including those who exclude themselves from the class action settlement) who were employed by Elliott Auto in California at any time between April 8, 2019 through January 5, 2023 (the “PAGA Period”), in proportion to the number of Pay Periods that each Settlement Class member worked for Elliott Auto during that time period.

Individual Settlement Awards to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to Settlement Class members who did not opt out of the settlement by submitting a valid and timely Request for Exclusion.

Allocation and Taxes. For tax purposes, each Individual Settlement Award from the NSA will be allocated as 30% wages, 30% interest, and 40% penalties. Any payment made from the PAGA amount shall be treated as 100% penalties. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Settlement Class members are responsible for the proper income tax treatment of the Settlement Payments. The Settlement Administrator, Elliott Auto and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release by Settlement Class members. As of the Final Effective Date, and upon Elliott Auto’s complete funding of the Gross Settlement Amount, Plaintiff and every member of the Settlement Class (except those who opt out) shall release Elliott Auto and any of its former or present parents, subsidiaries, affiliates, investors, partners, owners, related organizations, predecessors or successors, and all agents, employees, officers, directors, members, managers, holding companies, insurers, and attorneys thereof (the “Released Parties”) from all claims, causes of action, and legal theories alleged or which could have been alleged based on the facts alleged in the Class Action and in the PAGA Action, as well as in the operative First Amended Class and Representative Action Complaint, including, but not limited to: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to authorize and permit rest periods; (4) failure to provide meal periods; (5) failure to provide compliant itemized wage statements; (6) failure to timely pay wages at the end of employment; (7) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (1) through (6) above; and (8) failure to reimburse employees for necessary business expenses (“Class Released Claims”). The release of the Class Released Claims shall apply for the duration of the Class Period.

In addition, all Settlement Class members (regardless of whether or not they opt out) who worked for Elliott Auto in California at any point from April 8, 2019 through January 5, 2023 are “Aggrieved Employees” and shall release Elliott Auto from all claims, causes of action, or legal theories that were alleged or could have been alleged based on facts in the PAGA Action Complaint, or in the operative First Amended Class and Representative Action Complaint, that were stated for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s April 8, 2020 Notification Letter to the LWDA (“the PAGA Released Claims”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Individual Settlement Award based on the proportionate number of workweeks you worked during the Class Period, whether your employment with Elliott Auto ended at any time from April 6, 2017 through January 5, 2023, the proportionate number of pay periods you worked during the time period of April 6, 2019 through January 5, 2023, and the proportionate number of pay periods you worked during the PAGA Period. Your estimated Individual Settlement Award is included in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

Check Cashing Deadline and Uncashed Checks. If you are issued a Settlement Award, you will have one hundred and eighty (180) calendar days after your check is mailed by the Settlement Administrator to cash it. If you do not cash your check within 180 days after mailing, the check will become void, and the funds associated with such voided check will be distributed to Veterans Legal Institute, located in Tustin, California.

What other options do I have?

Dispute Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated and is included in the enclosed Notice of Estimated Settlement Award. As stated above, your estimated Settlement Award is based on the proportionate number of workweeks you worked during the Class Period, whether your employment with Elliott Auto ended at any time from April 6, 2017 through January 5, 2023, the proportionate number of pay periods you worked during the time period of April 6, 2019 through January 5, 2023, and the proportionate number of pay periods you worked during the PAGA Period. The information contained in Elliott Auto's records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written Request for Exclusion no later than **<<RESPONSE DEADLINE>>**. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the **<<RESPONSE DEADLINE>>**, and mailed to the Settlement Administrator at the address specified in the Class Notice.

Send the Request for Exclusion directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement (except for the release of the PAGA Released Claims, if applicable) or have any right to object, appeal, or comment on the Settlement Agreement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. All objections and correspondence must be sent directly to the Settlement Administrator, please do not send objections or correspondence to the Court. To be valid, any objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the **<<RESPONSE DEADLINE>>**.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department C-64 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Amelia Salas Gurrola v. Elliott Auto Supply Co., Inc.*, San Diego County Superior Court, Case No. 37-2020-00015368-CU-OE-CTL. You need not file a written objection in order to appear at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department C-64 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. At the Final Approval Hearing, the Court will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the enhancement payment to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

If you plan on attending the hearing or otherwise visiting the Court, please consult the Court's website, www.sdcourt.ca.gov, for information regarding court operations during COVID-19 as well as face covering and social distancing requirements.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Clerk's Office located at 330 West Broadway, San Diego, California 92101, during regular Court hours. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, ELLIOTT AUTO, OR IT'S ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT B

NOTICE OF ESTIMATED SETTLEMENT AWARD

AMELIA SALAS GURROLA v. ELLIOTT AUTO SUPPLY CO., INC.
SAN DIEGO COUNTY SUPERIOR COURT CASE NO. 37-2020-00015368-CU-OE-CTL

Please complete and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Defendant Elliott Auto Supply Co., Inc. ("Elliott Auto") records:

- (a) you worked [REDACTED] workweeks for Elliott Auto as a non-exempt employee in California between April 6, 2016 and January 5, 2023;
- (b) you worked [REDACTED] pay periods for Elliott Auto as a non-exempt employee in California between April 6, 2019 and January 5, 2023;
- (c) you worked [REDACTED] pay periods for Elliott Auto as a non-exempt employee in California between April 8, 2019 and January 5, 2023; and
- (d) your employment with Elliott Auto **<<DID/DID NOT>>** end between April 6, 2017 and January 5, 2023.

Based on the above, your Settlement Award is estimated at \$ [REDACTED].

(IV) If you disagree with items (a)-(d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Elliott Auto's records, Elliott Auto's records will control unless you are able to provide documentation that establishes otherwise, and that Elliott Auto's records are mistaken. If there is a dispute about whether Elliott Auto's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form.

Date: _____

Signature: _____

**ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER
THAN <<RESPONSE DEADLINE>>.**