

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Latoya Ingram v. 6450 Motors, LLC

(Alameda County Superior Court, Case Number HG20069705)

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (“**Agreement**”).

This Agreement is made by and between Defendant 6450 Motors, LLC (“**Defendant**” or “**6450 Motors**”), Plaintiff Latoya Ingram (“**Plaintiff**” or “**Ingram**”), for herself, individually, and on behalf of the State of California, and the law firms defined below as “Plaintiff’s Counsel” and “Defense Counsel” (6450 Motors, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “**Parties**”).

The Parties agree that the Litigation shall be, and hereby is, ended, settled, resolved, and concluded by agreement of 6450 Motors to pay the total gross sum of Two Hundred Thousand U.S. Dollars and no cents (\$200,000.00) (hereinafter referred to as the “**Settlement Sum**”) for settlement of the Private Attorneys General Act (“**PAGA**”) penalties, which shall be inclusive of Plaintiff’s Counsel’s attorneys’ fees and costs, the Settlement Administrator’s fees and costs, and a payment in resolution of Plaintiff’s individual claims.

Article I.

Definitions.

Section 1.01 **Definitions.**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “**Aggrieved Employees**” means both the Exempt Aggrieved Employees and the Non-Exempt Aggrieved Employees, as defined below.
- (b) “**Complaint**” means the operative Complaint filed by Plaintiff on August 5, 2020 in Alameda County Superior Court, Case No. HG20069705. This action is referred to as the “**Litigation.**”
- (c) “**Court**” means the Superior Court for the State of California, County of Alameda.
- (d) “**Defense Counsel**” or “**Counsel for Defendant**” is:

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- (e) **“Effective Date”** means the date sixty-one (61) calendar days after the Court approves this Agreement and enters judgment thereon. If an appeal is filed, then the Effective Date shall be the date that the appeal is finally resolved, and there is no further court review.
- (f) **“Exempt Aggrieved Employee Released Claims”** means only the claims alleged in Plaintiff’s May 20, 2020 letter to the California Labor & Workforce Development Agency and the PAGA claims alleged in Plaintiff’s Complaint related to Labor Code section 212.
- (g) **“Exempt Aggrieved Employees”** means all employees of 6450 Motors employed in California in an exempt position at any time during the PAGA Period.
- (h) **“Non-Exempt Aggrieved Employee Released Claims”** means all claims alleged in Plaintiff’s May 20, 2020 letter to the California Labor & Workforce Development Agency and the PAGA claims alleged in Plaintiff’s Complaint.
- (i) **“Non-Exempt Aggrieved Employees”** means all employees of 6450 Motors employed in California in a non-exempt position at any time during the PAGA Period.
- (j) **“Plaintiff’s Counsel”** is:

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- (k) **“PAGA Period”** means the time period June 1, 2019 through the PAGA Period End Date. The PAGA Period End Date is the date of Court approval of this Agreement, the end date of the pay period where the “20% Threshold” (as defined herein) is met, or June 22, 2021, whichever is earlier.

The 20% Threshold analysis is as follows: Defendant represents that there are no more than a total of 80 Exempt and Non-Exempt Aggrieved Employees who collectively worked no more than 2,100 pay periods between June 1, 2019 and January 15, 2021. If there is an upward increase in the number of Exempt and Non-Exempt Aggrieved Employees or pay periods, then the PAGA Period will end on the last day of the semi-monthly pay period when the 20% Threshold is met (i.e., when there are 97 or more PAGA Members or 2,521

or more pay periods, whichever occurs first). For the purposes of this section, the first semi-monthly pay period of a month will be the 1st through the 15th, and the second semi-monthly pay period of a month will be the 16th through the last day of the month. By way of example, if the 97th Exempt or Non-Exempt Aggrieved Employee is hired in the pay period ending on May 15, 2021 (notwithstanding a number of pay periods less than 2,521), and the Court had not yet granted approval of this Agreement, then the PAGA Period will be from June 1, 2019 through May 15, 2021. Similarly, by way of another example, if the 2,521th pay period occurs in the pay period ending on May 15, 2021 (notwithstanding a number of Aggrieved Employees less than 97), and the Court had not yet granted approval of this Agreement, then the PAGA Period will be from June 1, 2019 through May 15, 2021.

- (l) **“Released Parties”** means 6450 Motors, Inc, its past, present, and future representatives, directors, officers, employees, agents, attorneys, affiliates, members, and shareholders, as well as all parent companies, affiliated companies, subsidiary companies, affiliates, clients, client facilities, consultants, agents, attorneys, predecessors, assignors, and/or assigns.
- (j) **“Settlement Administrator”** means the third-party administrator agreed upon by Parties to administer this Settlement, ILYM Group, Inc.

Article II.

Background.

Section 2.01 Background.

- (a) On or about May 20, 2020, Latoya Ingram transmitted a letter to the Labor & Workforce Development Agency and 6450 Motors in compliance with the exhaustion requirements of PAGA, articulating claims related to unpaid wages, including sick pay, meal periods, rest periods, itemized wage statements, improper paychecks, and failure to timely pay wages at separation.
- (b) On August 5, 2020, Latoya Ingram filed a Complaint in the Superior Court of the State of California for the County of Alameda, entitled *Latoya Ingram, et al. v. 6450 Motors, LLC, et al.*, case number HG20069705. The Litigation was brought by Latoya Ingram, on behalf of the State of California and other aggrieved employees, as a PAGA action based on violations of IWC Wage Order 7-2001 and Labor Code §§ 201-202, 212, 225.5, 226(a), 226.3, 226.7, 246, 510, 512, 558 and 1194.
- (c) The Parties thereafter engaged in discovery and fully shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the Litigation and potential defenses thereto. The Parties have reached this Settlement only after informal discovery and thorough investigation was performed.
- (d) 6450 Motors disputes and denies any liability or wrongdoing of any kind associated with the claims alleged in this matter. 6450 Motors contends, among other things, that it

complied at all times with the local, state, and federal laws, and that the claims alleged in this matter are without merit. Further, 6450 Motors denies Plaintiff, individually and as a representative of the Aggrieved Employees, is owed any penalties, as alleged, but does recognize that litigation will be protracted and expensive. As a result, 6450 Motors has agreed to pay a reasonable amount in order to resolve this matter. Any statements made by 6450 Motors in this Agreement are made for settlement purposes only.

- (e) The Parties believe and agree that this Agreement provides a fair, adequate, and reasonable resolution of Plaintiff's potential individual claims and the PAGA claims after doing their own independent investigations and evaluations of the claims alleged in this matter. The parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.
- (f) This Settlement Agreement contemplates the (a) entry of an order by the Court approving the payment allocated for settlement of the alleged PAGA penalties; (b) entry of judgment in the Litigation consistent with this Agreement, and dismissing the Action with prejudice; (c) Agreement being binding on Plaintiff, individually, and all Aggrieved Employees for the PAGA Period, subject to the occurrence of the Effective Date; and (d) all parties bearing their respective fees and costs except as expressly provided in this Agreement.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining through a stipulation or an unopposed motion an Order from the Court approving the Settlement Sum as described in this Agreement at the earliest possible date. Plaintiff's Counsel shall request and be paid up to \$70,000 for attorneys' fees and \$10,000.00 for reimbursement of litigation costs from the Settlement Sum, and 6450 Motors will not oppose these requests. Plaintiff Ingram shall request and be paid up to \$7,500.00 as a general release payment from the Settlement Sum for the resolution of her individual claims, and 6450 Motors will not oppose this request. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the Settlement Sum as described in this Agreement.

Section 3.02 Court Approval.

The Parties will seek to obtain the Court's approval of the payment of the Settlement Sum as described in this Agreement by way a stipulation or motion to be filed by Plaintiff's counsel as soon as practicable following the execution date of this Agreement but no later than twenty (20) calendar days thereafter. Plaintiff's Counsel and Defense Counsel will jointly lodge this Agreement with the Court for its approval. The Court's approval of the payment of the Settlement

Sum as described in this Agreement shall be embodied in a written order and judgment. Should the Court not grant approval of the payment of the Settlement Sum as described in this Agreement, then the entirety of this Agreement shall be null and void.

Section 3.03 Settlement Administration.

For the purposes of this Settlement, the Parties stipulate and agree that ILYM Group, Inc. shall be retained to serve as Settlement Administrator and shall administer the Settlement Sum under this Agreement pursuant to the terms outlined below.

Section 3.04 Notice to Aggrieved Employees.

(a) Notice to Aggrieved Employees.

Notice shall be provided to the Aggrieved Employees in the following manner:

- (1) No later than ten (10) business days after the Effective Date, 6450 Motors shall confidentially provide the Settlement Administrator with a list of all Exempt and Non-Exempt Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee, the last known address for each Aggrieved Employee, each Aggrieved Employee's social security number, and the number of pay periods worked by each Aggrieved Employee during the PAGA Period, with a notation of whether those pay periods were worked in an exempt or non-exempt position. The Settlement Administrator shall run all the addresses provided by 6450 Motors through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to verify and/or obtain current address information.
- (2) No later than twenty (20) business days after the Effective Date, the Settlement Administrator shall mail the Notice of PAGA Settlement (attached hereto as Exhibit "A") to all Aggrieved Employees, together with their settlement checks, by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Aggrieved Employee involved and will then perform a single re-mailing.
- (3) All costs incurred by the Settlement Administrator in connection with the current settlement, including mailing of the Notice of PAGA Settlement described herein, whether foreseen or not, shall be paid out of the Settlement Sum. These costs shall not exceed \$5,000; to the extent they exceed this amount, they shall be paid from the Net

Settlement Amount (as defined herein); to the extent they fall below this amount, they shall be added to the amount distributable to the Aggrieved Employees and the LWDA.

Section 3.05 Settlement Payment Procedures.

(a) Deposit of Settlement Sum with Settlement Administrator

6450 Motors shall pay the total gross amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) in full and final Settlement of this matter ("**Settlement Sum**"). 6450 Motors shall pay the Settlement Sum to the Settlement Administrator no later than ten (10) business days after the Effective Date. The Settlement Sum shall be deposited into a Qualified Settlement Fund ("QSF") within the meaning of Section 468B-1 of the United States Treasury Regulations. The Settlement Administrator shall be responsible for arranging for the establishment of a QSF in order to effectuate the disbursement of the Settlement Sum to the State of California Labor and Workforce Development Agency, to Aggrieved Employees, to Plaintiff, and to Plaintiff's Counsel in the manner and within the times periods described herein.

(b) Payment of the Net Settlement Amount.

The total sum available for payment for alleged PAGA penalties shall be calculated by deducting Plaintiff's counsel's fees and costs (\$80,000.00), Plaintiff Ingram's general release payment (\$7,500.00), and the costs of administration referenced in Section 3.04(a)(3) above (no more than \$5,000.00) from the Settlement Sum (this will yield the "**Net Settlement Amount**," which is estimated to be approximately \$105,000).

Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA; the remaining twenty-five percent (25%) of the Net Settlement Amount (the "**Employee Net Settlement Amount**") shall be paid to Aggrieved Employees pro rata based on the number of pay periods worked during the PAGA Period. Specifically, 20% of the Employee Net Settlement Amount, allocated among both exempt and non-exempt employees in resolution of the PAGA claims asserted for improper paychecks, shall be paid to Exempt Aggrieved Employees and Non-Exempt Aggrieved Employees pro rata based on the pay periods worked by both Exempt and Non-Exempt Aggrieved Employees during the PAGA Period. The remaining 80% of the Employee Net Settlement Amount, allocated among non-exempt employees only in resolution of all other PAGA claims asserted, shall be paid to Non-Exempt Aggrieved Employees pro rata based on the pay periods worked by Non-Exempt Aggrieved Employees only during the PAGA Period.

100% of the payments from the Net Settlement Amount are considered penalties and will not be subject to local, state or federal tax withholdings. All Aggrieved Employees who cash their settlement check may receive an IRS Form 1099 their portion of the settlement, if deemed required by the Settlement Administrator (in compliance with IRS guidelines). Plaintiff will be issued an IRS Form 1099 for payments she receives under this Agreement.

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days after issuance. Thereafter, all uncashed checks shall be transmitted to the State

of California Controller's Office – Unclaimed Property Fund, to be held in the names of the respective Aggrieved Employees.

(c) Tax Treatment of Settlement Sum.

The Settlement Administrator shall be responsible for preparation and issuing all necessary IRS form 1099s, including to Plaintiff's counsel, who shall assume full responsibility and liability for the payment of taxes due on the payments to Plaintiff's Counsel. Aggrieved Employees are solely responsible for all appropriate taxes due and any penalties assessed on any and all amounts paid to them under this Agreement. Aggrieved Employees assume full responsibility and liability for the payment of taxes due on their individual shares of the Settlement Sum. Nothing in this Settlement is intended to constitute legal or tax advice regarding local, state, or federal tax obligations and the parties make no representations or warranties with respect to the tax consequences of any payment under this Agreement.

(d) Circular 230 Disclaimer.

Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

(e) Attorneys' Fees and Costs, General Release Payment, and Settlement Administration Expenses.

Within twenty (20) business days of the Effective Date, the Settlement Administrator shall pay to Plaintiff's Counsel its attorney's fees and costs, to Plaintiff her individual general release payment, to the LWDA its share of the Net Settlement Amount, and to itself its administrative fees incurred, as approved by the Court.

(f) Settlement Administrator Declaration of Compliance.

The Settlement Administrator will send a declaration to Plaintiff's counsel attesting to the disbursement of the Settlement Sum no later than 240 days after the Effective Date, after the check

cashing deadline has passed. If requested by the Court, Plaintiff shall file the declaration with the Court within ten (10) calendar days of its receipt from the Settlement Administrator.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing by 6450 Motors of any violations of Plaintiff's or the Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. 6450 Motors specifically disclaims any liability, culpability, negligence, or wrongdoing to Plaintiff, the Aggrieved Employees, or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

Section 4.03 Nullification.

Payment of the Settlement Sum is conditioned on the Court's approval of this Agreement. To comply with the requirements of Lab. Code Section 2699(I), Plaintiff shall prepare and submit, after 6450 Motors' approval, a Stipulation or Motion to Approve Settlement Pursuant to the Private Attorneys General Act, together with a supporting declaration, within the time frames required by this Agreement. However:

- (a) If the Court should for any reason fail to approve the payment of the Settlement Sum as described in this Agreement, then the Parties shall request leave and work jointly to attempt to revise the Agreement consistent with the Court's expressed concerns, if any, in order to obtain the Court's approval. In the event that the Court does not finally approve the settlement contained herein or the Effective Date does not occur: (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Release by Aggrieved Employees.

Upon entry of the order and judgment approving payment of the Settlement Sum as described in this Agreement, and subject to 6450 Motors' full payment of the Settlement Sum, Plaintiff, all Non-Exempt Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Non-Exempt Aggrieved Employee Released Claims that arose during the PAGA Period, and all Exempt Aggrieved Employees and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Exempt Aggrieved Employee Released Claims that arose during the PAGA Period.

Section 5.02 Release by Latoya Ingram.

Except as otherwise provided herein, subject to the occurrence of the Effective Date and in exchange for and subject to the payment of the consideration described herein, Plaintiff, on her own behalf and on behalf of her descendants, dependents, heirs, executors, administrators, agents, assigns, and successors (collectively, "Plaintiff's Releasers"), hereby covenants not to sue and fully and unconditionally forever releases and discharges the Released Parties from and against any and all claims, causes of action, judgments, liens, demands, damages, obligations, suits, contracts, liabilities, losses, costs, and expenses, including, but not limited to, attorneys' fees and disbursements, or offsets of any nature whatsoever in state or federal law, equity or otherwise, whether known or unknown to Plaintiff, which Plaintiff now owns or holds or has at any time owned or held as against the Released Parties, or any of them, including specifically but not exclusively and without limiting the generality of the foregoing, any and all claims known or unknown, suspected or unsuspected: (1) arising out of or related to Plaintiff's employment with Defendant or termination of that employment; or (2) arising out of or in any way connected with any claim, loss, damage or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of the Released Parties, or any of them, committed or omitted on or before the Effective Date. This release includes all claims arising under any and all laws, statutes, orders, regulations, or any other claim of right(s), including but not limited to those claims arising out of or relating to (i) Plaintiff's performance and reputation, (ii) harassment, (iii) discrimination, (iv) retaliation, and (v) any claims arising under the Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, and any other applicable state or federal law. Except for any rights created by this agreement, this General Release is intended to be interpreted as broadly as possible and to apply to any and all claims available to Plaintiff in any forum, including, but not limited to, any claims for unpaid wages, unpaid penalties or premiums, liquidated damages, class or representative actions governing employment (to the fullest extent allowed by applicable law), constructive

termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligence, breach of contract, breach of the covenant of good faith and fair dealing, promissory estoppel, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, personal injury; assault, battery, invasion of privacy, false imprisonment, conversion, disability benefits, claims under Labor Code section 132(a), violation of any provision of federal or state law governing employment, and any claim for attorneys' fees or costs. All such claims are forever barred and by this Agreement, subject to the occurrence of the Effective Date. However, this release shall not apply to claims for workers' compensation benefits or unemployment insurance benefits or any other claims that Plaintiff cannot, by statute, lawfully waive by this Agreement.

Nothing in this Agreement is intended to waive claims that may arise after the Effective Date or which cannot be released by private agreement. In addition, nothing in this Agreement shall be construed to 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 related to the Lawsuit or waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of 6450 Motors, or on the part of the agents or employees of 6450 Motors, when Plaintiff has 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, (2) prevents Plaintiff from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state or local agency charged with the enforcement of any laws, including providing documents or any other information, or (3) limits Plaintiff from exercising rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees, although by signing this Settlement Agreement Plaintiff is waiving rights to individual relief (including backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to receive a payment or an award from a government agency (and not 6450 Motors) for information provided to the government agency or otherwise where prohibited.

Plaintiff, for herself, has read Section 1542 of the Civil Code of the State of California, which provides as follows:

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

Plaintiff understands that Section 1542 gives the right not to release existing claims of which she is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542, and elects to assume all risks for claims that now exist in her favor, known or unknown. The release of the claims of Plaintiff as set forth in this paragraph is a condition precedent to enforcement of this Agreement.

Article VI.

Miscellaneous Provisions.

Section 6.01 Notice, Default, Cure, Acceleration, Time is of the Essence.

If Defendant fails to pay any portion of the Settlement Sum on the date due, 6450 Motors shall be in default of its obligations under this Agreement. Plaintiff shall e-mail notice of the default to Defense Counsel at the e-mail addresses listed in paragraph 1.01(d) above. 6450 Motors will then have seven (7) business days from the date notice is e-mailed to cure the default. If the default remains uncured for seven (7) business days from the date notice is sent, then all sums remaining unpaid under this Agreement shall be accelerated and become all due and payable and begin to accrue interest at the legal rate. Plaintiff may thereafter move the Court to enforce the judgment contemplated herein, pursuant to Code of Civil Procedure section 664.6 and all other applicable law. Time is of the essence with respect to all provisions of this Agreement.

Section 6.02 Notice Satisfies Due Process.

Compliance with the notice procedures specified in this Settlement Agreement shall constitute due and sufficient notice to the State of California and Aggrieved Employees of this Settlement and shall satisfy the requirements of due process. Nothing else shall be required of, or done by, the Parties, Plaintiff's Counsel, or Defense Counsel to provide notice of the proposed Settlement. In the event the procedures in this Settlement Agreement are followed and the intended recipient of a Notice of PAGA Settlement still does not receive the Notice of PAGA Settlement, the intended recipient shall remain an Aggrieved Employee and will be bound by all terms of the Settlement and any Final Approval Order and Final Judgment entered by the Court upon the Effective Date.

Section 6.03 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity. All Parties acknowledge that they had the opportunity to consult with legal counsel prior to entering into this Agreement.

Section 6.04 No Other Actions.

Plaintiff represents that she has not filed any complaints, claims, or actions against 6450 Motors with any court or administrative agency. If any agency or court has or assumes jurisdiction

of any complaint, claim, or action against 6450 Motors on behalf of Plaintiff, Plaintiff will request that agency or court to withdraw from or dismiss the matter with prejudice.

Section 6.05 Confidentiality.

Other than information necessary to secure Court approval of this settlement, to advise and communicate with the LWDA about the Settlement, and to respond to inquiries by Aggrieved Employees, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than "the matter has been resolved" or "the matter has settled." The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement.

Section 6.06 No Publicity.

Plaintiff and Plaintiff's counsel agree not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market any of the terms of the Settlement through written, recorded or electronic communications. Plaintiff and her counsel further agree that if contacted regarding this case, they will state only that the Lawsuit exist and has been resolved. This provision is not intended to and does not limit counsel for Plaintiff to respond to questions from and provide advice to PAGA Members regarding the settlement.

Section 6.07 Non-Disparagement.

Plaintiff agrees to not make, or encourage anyone else to make, any disparaging words, comments, or remarks, verbally or in writing, or engage in any conversation that disparages 6450 Motors in any way. This includes, but is not limited to, any negative or disparaging comments, posts, review, opinions, or the like on any social media platform whatsoever at any time presently or in the future. Defendant shall provide Plaintiff with a neutral employment reference upon inquiry, stating only her dates of employment and job titles held.

Section 6.08 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, 6450 Motors and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.09 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the

express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.10 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.11 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 6.12 Waiver of Compliance.

Any failure of any Party, hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.13 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.14 Necessary Acts.

The Parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

Section 6.15 Electronic Imaging and Signature.

The Parties intend to allow for the electronic imaging and storage of this Agreement, and the admissibility into evidence of such an image in lieu of the original paper version of this Agreement. The Parties stipulate that any computer printout of any such image of this Agreement shall be considered to be an "original" under the applicable court or arbitral rules of evidence when

maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties further warrant that all DocuSign and/or SignRequest signatures were authorized by the parties to this Agreement and carry the same weight and legal effect as any wet ink signatures. Any party using DocuSign and/or SignRequest waives any claim that the signature affixed to their name is not authentic for purposes of approval and authorization in the understanding or execution of this Agreement. The Parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this Agreement because of the fact that such image was stored or handled in electronic form. The Parties agree to allow the use of DocuSign and/or SignRequest, an electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code Section 1633.7. Electronic signatures shall be deemed originals.

Section 6.16 Attorneys' Fees and Costs.

Except as expressly provided herein, 6450 Motors and Plaintiff shall each bear their own attorney's fees and costs, including attorney's fees in connection with the negotiation and execution of this Agreement other than those included in the total Settlement Sum stated herein and those which may be recoverable for any breach by either Party of this Agreement.

Section 6.17 Ambiguity.

In the event of an ambiguity under this Agreement, such ambiguity shall not be construed against either Party, as this Agreement has been negotiated at arm's length between the Parties and the Parties have sought and been advised by counsel.

Section 6.18 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 6.19 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.20 Continuing Jurisdiction.

The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and all other applicable law, and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

Section 6.21 Successors and Assigns.

The provisions of this Agreement shall be binding upon and inure to the benefit of the respective Parties and their heirs, executors, administrators, agents, representatives, successors, and assigns.

Section 6.22 Waiver of Right to Appeal.

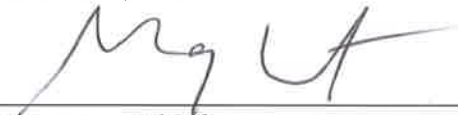
Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, Defendant, and their respective counsel hereby waive any and all rights to appeal the approval of the settlement, and the Judgment therefore will become non-appealable at the time it is entered.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

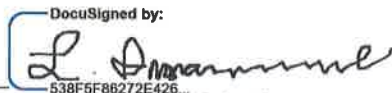
APPROVED AND ACCEPTED.

Dated: 4/13/21, 2021

6450 MOTORS, LLC

By 
Greg Leiter, Chief Financial Officer

Dated: April 9, 2021, 2021

DocuSigned by:
By 
538F6F88272E426...
Latoya Ingram, individually

APPROVED AS TO FORM AND CONTENT:

Gaines & Gaines, APLC

Dated: April 9, 2021

Daniel F. Gaines
Daniel Gaines, Esq.
Attorneys for Plaintiff

Littler Mendelson, P.C.

Dated: April 9, 2021


Perry Miska, Esq.
Attorneys for Defendant