

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
3 EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
4 **GAINES & GAINES, APLC**
27200 Agoura Rd., Suite 101
5 Calabasas, CA 91301
Telephone: (818) 703-8985
6 Facsimile: (818) 703-8984

7 Attorneys for Plaintiff Latoya Ingram, on behalf of herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ALAMEDA**

11 LATOYA INGRAM, on behalf of herself
12 and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

13 Plaintiffs,

14 v.

15 6450 MOTORS, LLC, a California limited
16 liability company, and DOES 1 through 10,
17 inclusive,

18 Defendants.

CASE No. HG20069705

*Assigned for All Purposes to Judge Stephen
Pulido, Dept. 517*

UNLIMITED JURISDICTION

**DECLARATION OF DANIEL GAINES IN
SUPPORT OF STIPULATION AND
[PROPOSED] ORDER APPROVING
SETTLEMENT OF CLAIMS AND
DISMISSING ACTION WITH PREJUDICE
AND ENTERING JUDGMENT THEREON**

Complaint Filed: August 5, 2020

19
20
21 I, DANIEL F. GAINES, hereby declare and state as follows:

22 1. I am an attorney duly admitted to the practice of law in the State of California. I am
23 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Latoya Ingram in this action. I have
24 personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could
25 and would do so competently.

26 2. I obtained my BS degree from the University California at Berkeley in 2003. I
27 majored in Business Administration at the Haas School of Business.

28 \\\

1 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
2 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
3 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies
4 on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

5 4. Since becoming a member of the Bar, I have practiced law with my partner/father,
6 Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with an emphasis in
7 business, real estate, and employment disputes like this one. Over 75% of my practice is devoted
8 to complex employment litigation similar to the instant action.

9 5. My firm has represented employees in employment matters such as this one, with
10 an emphasis in wage and hour issues. I have participated in and have been certified as Court-
11 approved class counsel in dozens of class and representative action matters since my admission to
12 the Bar. A true and correct list of the cases in which I have been appointed as class counsel is
13 attached hereto as Exhibit "C".

14 6. On August 20, 2020, Plaintiff complied with the requirements set forth in Labor
15 Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, "PAGA") by
16 sending a letter, by online submission to the Labor and Workforce Development Agency
17 ("LWDA") and by certified mail to Defendant, setting forth the facts and theories of the violations
18 alleged against Defendant. A true and correct copy of the letter submitted to the LWDA is attached
19 hereto as Exhibit "A".

20 7. Plaintiff filed her Representative Action Complaint on May 20, 2020, seeking
21 penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 212, 226(a),
22 226.7, 510, 512, and 1194 and Pursuant to Labor Code § 2699(a) for Violations of Labor Code §§
23 225.5, 226.3, 246, and 558. A true and correct copy of the Representative Action Complaint is
24 attached hereto as Exhibit "B".

25 8. The parties conducted informal discovery through which they ascertained the size
26 of the aggrieved employee group and the number of pay periods worked by them during the
27 applicable statutory period to ascertain the total estimated value of Plaintiff's claims should
28 Plaintiff prevail in this action.

9. The parties thereafter attended mediation with Marc Feder on March 22, 2021, engaged in arm's-length negotiations and reached a resolution of the PAGA claims asserted in the instant action. Based on discovery completed, the maximum value of the penalty claims asserted for the time period reviewed, without stacking multiple alleged violations, is \$210,000 and the amount of the settlement is \$200,000, or 95% of the maximum realistic recoverable penalties (based on approximately 2,100 affected pay periods worked by 74 Aggrieved Employees at the rate of \$100 per pay period, without stacking penalties).

10. Attached hereto as Exhibit “D” is a true and correct copy of the parties’ Private Attorneys General Act (Labor Code § 2698 et seq.) Settlement Agreement.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 20th day of April, 2021 at Calabasas, California.

Daniel F. Gaines
DANIEL F. GAINES

EXHIBIT A

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101

CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985

FAX (818) 703-8984

May 20, 2020

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

6450 Motors, LLC
4321 Toyota Drive
Dublin, CA 94568

Defendant mailed certified # 70190700000201200025

Agent for Service of Process for 6450 Motors, LLC
M. Gregg Mckerroll
4321 Toyota Drive
Dublin, CA 94568

Agent mailed certified # 70190700000201200032

Re: ***Labor Code Violations of 6450 Motors, LLC – Compliance Letter of California
Labor Code § 2698 Private Attorneys General Act***

Dear LWDA:

This office represents Latoya Ingram, a former non-exempt California employee of 6450 Motors, LLC (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations that we allege Defendant engaged in with respect to our client and other of its California employees (“Aggrieved Employees”).

Our client alleges that Defendant failed to properly compute different forms of non-base hourly wages, including, but not limited to Spiff wages, earned by our client and other non-exempt Aggrieved Employees into their regular rate of pay for purposes of paying them overtime at the correct rates, in violation of Labor Code §§ 510, 558 and 1194. Defendant failed to properly blend these non-base wages and instead paid our client and other non-exempt Aggrieved Employees overtime based *only* on the base hourly rate of pay, thus depriving our client and other non-exempt Aggrieved Employees of all overtime wages earned. Defendant also failed to blend different forms of non-base hourly wages, including, but not limited to Spiff wages, earned by our client and other non-exempt Aggrieved Employees into their sick pay rate yielding an underpayment, in violation of Labor Code §§ 246, 510, 558 and 1194.

Defendant failed to pay premium wages to our client and other non-exempt Aggrieved Employees who were denied meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 7-2001. Our client and non-exempt Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours in duration, but were not paid premium wages of one hour's pay for each missed first or second meal period. Defendant simply did not maintain enough staff to allow for our client and non-exempt Aggrieved Employees to take a legally compliant meal period. This violates Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 7-2001.

Defendant failed to pay premium wages to our client and other non-exempt Aggrieved Employees who were denied proper rest periods, in violation of Labor Code §§ 226.7 and 558 and IWC Wage Order 7-2001. Our client and other non-exempt Aggrieved Employees were routinely not authorized and unable to take an off-duty, 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Due to the busy nature of their jobs, our client and other non-exempt Aggrieved Employees were simply unable to take rest periods nor were they ever even authorized to take them.

Defendant issues its California employees' wages by paychecks drawn on an account at Bank of the West. Bank of the West charges all non-account holders check cashing fees. Our client and other California employees do not have a bank account with Bank of the West, such that they were forced to incur check cashing fees at Bank of the West to obtain their wages. Further, there was no California business address listed on their paychecks where they could be cashed without any fees, violating the express requirements of Labor Code section 212. By not making arrangements with Bank of the West to allow employees to cash their paychecks without paying a fee, Defendant has violated Labor Code §§ 212 and 225.5.

Our client alleges that Defendant failed to provide her and other non-exempt Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. As discussed above, our client and other non-exempt Aggrieved Employees were not paid all overtime wages due and meal and rest period premium wages due. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to timely pay her and other non-exempt Aggrieved Employees all wages due at the separation of employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other non-exempt Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-203.

Labor & Workforce Development Agency
6450 Motors, LLC
M. Gregg Mckerroll
May 20, 2020
Page 3

The \$75 PAGA filing fee has been mailed to the LWDA concurrently with the transmission of this letter.

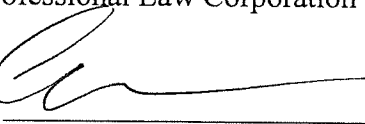
We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By :



EVAN S. GAINES

EXHIBIT B

1 DANIEL F. GAINES, ESQ. SBN 251488
 daniel@gaineslawfirm.com
 2 ALEX P. KATOFISKY, ESQ. SBN 202754
 alex@gaineslawfirm.com
 3 EVAN S. GAINES, ESQ. SBN 287668
 evan@gaineslawfirm.com
 4 **GAINES & GAINES, APLC**
 27200 Agoura Rd., Suite 101
 5 Calabasas, CA 91301
 Telephone: (818) 703-8985
 6 Facsimile: (818) 703-8984

ENDORSED
 FILED
 AT ALAMEDA COUNTY

AUG 05 2020

CLERK OF THE SUPERIOR COURT
 By Roni Gill
 Deputy

7 Attorneys for Plaintiff Latoya Ingram, on behalf of herself and all "aggrieved employees" pursuant
 to Labor Code § 2698 *et seq.*

8
 9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 10 **FOR THE COUNTY OF ALAMEDA**

11 LATOYA INGRAM, on behalf of herself and
 12 all "aggrieved employees" pursuant to Labor
 Code § 2698 *et seq.*

13 Plaintiffs,

14 v.

15 6450 MOTORS, LLC, a California limited
 16 liability company, and DOES 1 through 10,
 inclusive,

17 Defendants.

CASE NO:

HG 20069705

18 **REPRESENTATIVE ACTION**
 19 **COMPLAINT FOR PENALTIES**
 20 **PURSUANT TO LABOR CODE § 2699(f)**
 21 **FOR VIOLATIONS OF LABOR CODE**
 22 **§§ 201, 202, 212, 226(a), 226.7, 510, 512,**
 23 **AND 1194 AND PURSUANT TO LABOR**
 24 **CODE § 2699(a) FOR VIOLATIONS OF**
 25 **LABOR CODE §§ 225.5, 226.3, 246, AND**
 26 **558**

27 **DEMAND FOR JURY TRIAL**
 28

1 Plaintiff LATOYA INGRAM (“Plaintiff”), on behalf of herself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of 6450
3 MOTORS, LLC, a California limited liability company, and/or any subsidiaries or affiliated
4 companies (hereinafter referred to as “Defendants”), as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other California employees who currently work or formerly worked for Defendants
9 (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to properly compute Spiff wages and other non-base hourly wages
15 earned by Plaintiff and other non-exempt Aggrieved Employees into their regular rate of pay for
16 purposes of paying them overtime at the correct rates, in violation of Labor Code §§ 510, 558 and
17 1194. Defendants failed to properly blend these non-base wages and instead paid Plaintiff and other
18 non-exempt Aggrieved Employees overtime based *only* on the base hourly rate of pay, thus depriving
19 Plaintiff and other non-exempt Aggrieved Employees of all overtime wages earned. Defendants also
20 failed to blend different forms of non-base hourly wages, including, but not limited to Spiff wages,
21 earned by Plaintiff and other non-exempt Aggrieved Employees into their sick pay rate yielding an
22 underpayment, in violation of Labor Code §§ 246, 510, 558 and 1194;

23 b. Failing to pay premium wages to Plaintiff and non-exempt Aggrieved
24 Employees who were denied rest periods, in violation of Labor Code §§ 226.7 and 558 and IWC
25 Wage Order 7-2001. Plaintiff and all other non-exempt Aggrieved Employees were routinely not
26 authorized and unable to take a 10-minute rest period for every four (4) hours of work or major
27 fraction thereof, but were not paid premium wages of one hour’s pay for each missed rest period. Due
28 to the busy nature of their jobs, Plaintiff and other non-exempt Aggrieved Employees were simply

1 unable to take rest periods nor were they ever even authorized to take them, in violation Labor Code
2 §§ 226.7 and 558 and IWC Wage Order No. 7-2001;

3 c. Failing to pay Plaintiff and all other non-exempt Aggrieved Employees
4 premium wages for missed meal periods, in violation of Labor Code §§ 226.7, 512 and 558 and IWC
5 Wage Order 7-2001. Plaintiff and other non-exempt Aggrieved Employees were routinely denied,
6 and not authorized to take, an uninterrupted, 30-minute meal period for every shift worked over five
7 hours in duration, and a second 30-minute meal period for every shift worked over ten hours in
8 duration, but were not paid premium wages of one hour's pay for each missed meal period. When
9 they did receive a meal period, it was routinely provided after the fifth hour of work. Defendant
10 simply did not maintain enough staff to allow for Plaintiff and non-exempt Aggrieved Employees to
11 take a legally compliant meal period. This violates Labor Code §§ 226.7, 512, and 558, and IWC
12 Wage Order 7-2001;

13 d. Failing to provide Plaintiff and non-exempt Aggrieved Employees with wage
14 statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and
15 226.3. Plaintiff and other non-exempt Aggrieved Employees were not paid all minimum and overtime
16 wages due and meal and rest period premium wages due. As such, the wage statements provided by
17 Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1)
18 and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned,
19 in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the
20 pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9)
21 and 226.3;

22 e. Failing to issue wages to Plaintiff and all other Aggrieved Employees by an
23 instrument negotiable and payable in cash, on demand, without discount, at some established place
24 of business in the state, the name and address of which must appear on the instrument. Defendants
25 issues their California employees' wages by paychecks drawn on an account at Bank of the West.
26 Bank of the West charges all non-account holders check cashing fees. Plaintiff and other California
27 employees do not have a bank account with Bank of the West, such that they were forced to incur
28 check cashing fees at Bank of the West to obtain their wages. Further, there was no California business

1 address listed on their paychecks where they could be cashed without any fees, violating the express
2 requirements of Labor Code section 212. By not making arrangements with Bank of the West to allow
3 employees to cash their paychecks without paying a fee, Defendant has violated Labor Code §§ 212
4 and 225.5; and

5 f. Failing to timely pay Plaintiff and non-exempt Aggrieved Employees all wages
6 due at the separation of their employment based on the time frames required by Labor Code §§ 201
7 and 202. As stated above, Plaintiff and non-exempt Aggrieved Employees were not paid all wages
8 due and, as a result of this failure, they were not timely paid all wages due at the separation of their
9 employment. This violates Labor Code §§ 201-202 and is alleged on behalf of Plaintiff and other non-
10 exempt Aggrieved Employees who have ended their employment with Defendant.

11 3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code §
12 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

13 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
14 The Labor Code violations alleged against Defendants herein arose in Alameda County, California.

15 II.

16 PARTIES

17 A. Plaintiff

18 5. Plaintiff LATOYA INGRAM was employed by Defendants from August 2016
19 through March 2020 as a non-exempt employee in Alameda County, California.

20 B. Defendant

21 6. Defendant 6450 MOTORS, LLC is a California limited liability company. Defendant
22 6450 MOTORS, LLC employed Plaintiff and Aggrieved Employees throughout the State of
23 California, including Alameda County, California.

24 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
25 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
26 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
27 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
28 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will

1 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
2 designated hereinafter as DOES when such identities become known.

3 8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
4 in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,
5 business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally
6 attributable to the other Defendants.

7 9. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
8 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
9 provisions of the California Labor Code as alleged herein.

10 III.

11 CAUSES OF ACTION

12 FIRST CAUSE OF ACTION

13 PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS 14 PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR 15 CODE §§ 201, 202, 212, 226(a), 226.7, 510, 512, AND 1194 AND PURSUANT TO LABOR 16 CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 225.5, 226.3, 246, AND 558

17 10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set
18 forth herein.

19 11. As a result of the acts alleged above, including the Labor Code violations set forth in
20 paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

21 12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to
22 penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

- 23 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
24 each subsequent violation of Labor Code §§ 201, 202, 212, 226(a), 226.7, 510,
25 512, and 1194; and
26 b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code
27 §§ 225.5, 226.3, 246 and 558.
28

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On May 20, 2020, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of May 20, 2020. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

IV.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;

2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;

3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable law; and

4. Such other and further relief as this Court may deem just and proper.

Dated: August 3, 2020

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By:

DANIEL F. GAINES

EVAN S. GAINES

Attorneys for Plaintiff

///

///

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

Dated: August 3, 2020

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By:

DANIEL F. GAINES
EVAN S. GAINES
Attorneys for Plaintiff

EXHIBIT C

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT D

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:

Joshua J. Cliffe, Esq.
Perry K. Miska, Esq.
LITTLER MENDELSON, P.C.
333 Bush Street, 34th Floor
San Francisco, CA 94104
jcliffe@littler.com
pmiska@littler.com

- (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:

Alex P. Katofsky, Esq.
Daniel F. Gaines, Esq.
GAINES & GAINES, APLC
27200 Agoura Road, Suite 101
Calabasas, CA 91301
attorneys@gaineslawfirm.com

- (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.

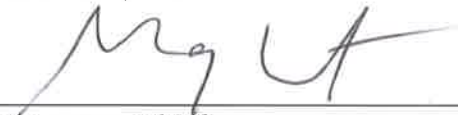
Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, Defendant, and their respective counsel hereby waive any and all rights to appeal the approval of the settlement, and the Judgment therefore will become non-appealable at the time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

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

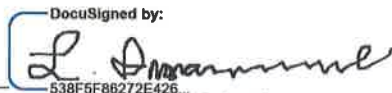
APPROVED AND ACCEPTED.

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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

_____ (For messenger) my business address is:

Joshua J. Cliffe, Esq.
Perry K. Miska, Jr., Esq.
LITTLER MENDELSON, P.C.
333 Bush Street, 34th Floor
San Francisco, CA 94104

X (BY ~~X~~ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

____ (BY FACSIMILE TRANSMISSION) On _____, at _____, at Calabasas, California, I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (916) 920-4402. A transmission report was properly issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

Executed on April 20, 2021, at Calabasas, California.

- 1 -