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9 ARGIN HAGHOUBIAN, on behalf of himself,
all aggrieved employees,
10 and the State of California
as a Private Attorneys General

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF LOS ANGELES

15 ARGIN HAGHOUBIAN, an individual, on
behalf of himself, all aggrieved employees, and
16 the State of California as a Private Attorney
General,

17 Plaintiffs,

18 vs.

20 FAB4, LLC dba RUSSELL WESTBROOK
CDJR, a Limited Liability Corporation, and
21 DOES 1-50, inclusive,
Defendants.

Case No. 20STCV00627

JUDGE: Hon. Steven Kleinfeld

DEPARTMENT: 57

COMPLAINT DATE: January 6, 2020

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

23 **RECITALS**

25 This Stipulation and Agreement for Settlement of PAGA Representative Action is made and
26 entered into by and between Plaintiff ARGIN HAGHOUBIAN ("Plaintiff Haghoubian") and
27 Plaintiff LEONEL RIVAS ("Plaintiff Rivas") and Defendants FAB4, LLC dba RUSSELL
28 WESTBROOK CDJR and MEHRABAN KHAJEHNOURI ("Defendants") (collectively, the

1 “Parties”) and is made in compromise of disputed claims. The Parties agree that the above-entitled
2 representative action *ARGIN HAGHOUBIAN V. FAB4, LLC dba RUSSELL WESTBROOK CDJR*,
3 Case No. 20STCV00627 (“Haghoubian Action”) and the representative action entitled *LEONEL*
4 *RIVAS v. FAB4, LLC dba RUSSELL WESTBROOK CDJR VAN NUYS and MEHRABAN*
5 *KHAJEHNOURI*, Case No. 20STCV28840 (“Rivas Action”), shall be settled on the terms and
6 conditions set forth in this Stipulation, subject to the approval of the Court pursuant to Section
7 2699(1) of the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698,
8 *et seq.* (“PAGA”).

9 On October 4, 2019, Plaintiff Haghoubian sent a PAGA Notice to the Labor Workforce and
10 Development Agency (“LWDA”), with a copy to FAB4, LLC, dba Russell Westbrook CDJR,
11 though his counsel Nazo Koulloukian, Esq. of Koul Law Firm. On January 6, 2020, Plaintiff
12 Haghoubian filed a Complaint in the Superior Court of the State of California, County of Los
13 Angeles in a case titled *ARGIN HAGHOUBIAN v. FAB4, LLC dba RUSSELL WESTBROOK*
14 *CDJR*, Case No. 20STCV00627, which incorporated Plaintiff Haghoubian’s PAGA Notice to the
15 LWDA by reference and alleged a single cause of action under PAGA. Plaintiff Haghoubian’s
16 PAGA Complaint seeks civil penalties for the following alleged Labor Code violations: (1) Failure
17 to Pay for All Hours Worked, Including Overtime Hours Worked; (2) Failure to Timely Pay Wages
18 During Employment and Upon Termination & Resignation; (3) Failure to Provide Rest Breaks; (4)
19 Failure to Provide Uninterrupted Meal Breaks & Second Meal Breaks; (5) Failure to Provide
20 Required Paid Sick Days; and (6) Failure to Furnish and Maintain Accurate Payroll Records.
21 Plaintiff Haghoubian also seeks reasonable attorneys’ fees and costs, pursuant to PAGA.

22 On May 19, 2020, Leonel Rivas sent a PAGA Notice to the LWDA, with a copy to
23 Defendants, through his counsel Arin Norijanian, Esq and James Demerjian, Esq. of Arin James,
24 LLP. On July 30, 2020, Plaintiff Rivas filed a Complaint in the Superior Court of the State of
25 California, County of Los Angeles, in a case titled *LEONEL RIVAS v. FAB4, LLC dba RUSSELL*
26 *WESTBROOK CDJR VAN NUYS and MEHRABAN KHAJEHNOURI*, Case No. 20STCV28840.
27 The case is assigned to The Honorable Rafael Ongkeko in Department 73 of the Stanley Mosk
28 Courthouse. Plaintiff Rivas’s PAGA Complaint seeks civil penalties for the same alleged Labor

1 Code violations as pled in Plaintiff Haghoubian's PAGA Complaint, *plus* a claim for civil penalties
2 for Failure to Reimburse Necessary Business Expenditures under California Labor Code § 2802.
3 Plaintiff Rivas also seeks reasonable attorneys' fees and costs, pursuant to PAGA.

4 On May 28, 2020, Vianne Curiel sent a PAGA Notice to the LWDA, with a copy to FAB4,
5 LLC, dba Russell Westbrook CDJR, through her counsel James Hawkins, APLC. On July 20, 2020,
6 Vianne Curiel prematurely filed a First Amended PAGA Complaint in the Superior Court of the
7 State of California, County of Los Angeles, in a case titled *VIANNE CURIEL v. FAB4, LLC dba*
8 *RUSSELL WESTBROOK CDJR*, Case No. 20STCV21029. The case is assigned to The Honorable
9 Yvette M. Palazuelos in Department 9 of the Spring Street Courthouse. Vianne Curiel's PAGA
10 Complaint seeks civil penalties for the same alleged Labor Code violations as pled in Plaintiff
11 Rivas's PAGA Complaint plus Plaintiff Haghoubian's PAGA Complaint. . It is FAB4, LLC's
12 position that all of Vianne Curiel's PAGA claims are subsumed within the PAGA claims in *ARGIN*
13 *HAGHOUBIAN v. FAB4, LLC dba RUSSELL WESTBROOK CDJR* and *LEONEL RIVAS v. FAB4,*
14 *LLC dba RUSSELL WESTBROOK CDJR VAN NUYS and MEHRABAN KHAJEHNOURI.*
15 Moreover, the Court in the Curiel matter deemed the cases not related by way of Court Order dated
16 February 1, 2021.

17 The Parties have conducted a thorough investigation into the facts of the Action. The
18 Parties believe that the Settlement is fair, reasonable, and adequate. The Parties understand,
19 acknowledge, and agree that this Settlement Agreement constitutes a compromise of Plaintiff
20 Haghoubian's, Plaintiff Rivas's, and the Aggrieved Employees' PAGA claims, and that it is the
21 desire and intention of the Parties to effect a final and complete resolution of the PAGA claims
22 that Plaintiff Haghoubian, Plaintiff Rivas, and the Aggrieved Employees have against Defendants
23 or any persons or companies affiliated with Defendants.

24 The Parties enter into this Settlement Agreement on a conditional basis, conditioned first
25 on the consolidation of the Rivas Action into the Haghoubian Action. Second, in the event the
26 Court in the Haghoubian Action does not enter a Final Order and Judgment as defined in this
27 Settlement Agreement, this Settlement Agreement will be deemed null and void *ab initio* and will
28 be of no force or effect whatsoever, and will not be referred to or utilized for any purpose

1 whatsoever.

2 Defendants deny all claims in the PAGA Representative Action, and do not waive, but
3 rather expressly reserve, all rights to challenge all such claims and allegations upon all legal,
4 procedural and factual grounds should this Settlement Agreement not become final. This
5 Settlement Agreement reflects a compromise reached to end litigation. The signing by Defendants
6 to this Agreement will not be deemed to be an admission of any wrongdoing or unlawful action
7 by Defendants.

8 The Parties stipulate and agree to the following terms of this Settlement Agreement with
9 the intent that this Agreement finally disposes of the PAGA Representative Action with prejudice:

10 **DEFINITIONS**

11 1. **“Haghoubian Action”** means and refers to *ARGIN HAGHOUBIAN v. FAB4, LLC*
12 *dba RUSSELL WESTBROOK CDJR*, Case No. 20STCV00627, which is currently pending in the
13 Los Angeles County Superior Court of the State of California.

14 2. **“Rivas Action”** means and refers to *LEONEL RIVAS v. FAB4, LLC dba RUSSELL*
15 *WESTBROOK CDJR VAN NUYS and MEHRABAN KHAJEHNOURI*, Case No. 20STCV28840,
16 which is currently pending in the Los Angeles Superior Court of the State of California.

17 3. **“Aggrieved Employees”** means all current and former hourly, non-exempt
18 employees who are or previously were employed by Defendants in California during the period of
19 October 4, 2018 through the date of PAGA approval (the “PAGA Period”).

20 4. **“Aggrieved Employees Fund”** means the amount of the Gross Penalties Fund
21 payable to the Aggrieved Employees (25% of the Gross Penalties Fund).

22 5. The terms **“Agreement,” “Settlement,”** and **“Settlement Agreement”** mean this
23 Stipulation and Agreement for Settlement of PAGA Representative Action, which the Parties
24 acknowledge sets forth all material terms and conditions of the Settlement between them, and which
25 is subject to Court approval pursuant to Section 2699(1) of the California Labor Code Private
26 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

27 6. **“Covered Position”** means any hourly, non-exempt position held by an Aggrieved
28

1 Employee during the PAGA Period.

2 7. “**Court**” means the California Superior Court, County of Los Angeles.

3 8. “**Defendants**” mean FAB4, LLC dba RUSSELL WESTBROOK CDJR (or FAB,
4 LLC dba RUSSELL WESTBROOK CDJR OF VAN NUYS) and MEHRABAN
5 KHAJEHNOURI.

6 9. “**Effective Date**” of this Agreement means the date after all the following occur:

7 a. Entry of the Final Order and Judgment.

8 b. Submission by Haghoubian PAGA Class Counsel of both this Agreement
9 and the Final Order and Judgment in *ARGIN HAGHOUBIAN v. FAB4, LLC dba RUSSELL*
10 *WESTBROOK CDJR* to the LWDA; AND Submission by Rivas PAGA Class Counsel of both
11 this Agreement and the Final Order and Judgment in the consolidated *LEONEL RIVAS v. FAB4,*
12 *LLC dba RUSSELL WESTBROOK CDJR VAN NUYS and MEHRABAN KHAJEHNOURI* to the
13 LWDA.

14 c. The occurrence of the “Effective Date of Judgment,” which shall be deemed
15 to be the last to occur of the following:

16 i. If an appeal or other review is sought from the Final Order and
17 Judgment, the next day after the Final Order and Judgment is
18 affirmed, the appeal or other review is dismissed or denied, and the
19 Final Order and Judgment are no longer subject to judicial review or
20 other challenge;

21 ii. If an objection to the Settlement is filed or an opposition to the
22 Settlement is otherwise presented to the Court, but no appeal or
23 other review is sought from the Final Order and Judgment, the sixty-
24 fifth (65th) calendar day after the Notice of Entry of the Final Order
25 and Judgment is given; or

26 iii. If no objection or opposition to the Settlement is submitted, seven
27 (7) calendar days after the Final Order and Judgment in the
28

1 limited to, penalties pursuant to Labor Code §2699(f)(2)), attorneys’ fees and costs (including, but
2 not limited to, attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1), Code of Civil
3 Procedure § 1021.5), or interest arising out of the claims at issue, including but not limited to: (1)
4 failing to properly pay for all hours worked, including overtime hours worked; (2) failure to timely
5 pay wages during employment and upon termination; (3) failure to provide rest periods; (4) failure
6 to provide meal periods; (5) failing to provide required California Paid Sick Days and notice thereof;
7 (6) failing to provide and maintain accurate payroll records; and (7) failing to reimburse for
8 necessary business expenditures.

9 18. **“Released Parties”** means Defendants, Russell Westbrook CDJR, Russell
10 Westbrook CDJR Van Nuys, Mehraban Khajehnouri, and each of its officers, directors, agents,
11 insurers, employees, members, board members, partners, owners, shareholders, subsidiaries,
12 affiliates, attorneys or representatives and all of their predecessors, successors, assigns, and any
13 individual or entity which could be jointly liable with Defendants.

14 19. **“Representative Haghoubian Plaintiff”** means ARGIN HAGHOUBIAN.

15 20. **“Representative Rivas Plaintiff”** means LEONEL RIVAS.

16 **TERMS AND CONDITIONS OF SETTLEMENT**

17 21. **Settlement Payments.**

18 Subject to final Court approval in the *HAGHOUBIAN v. FAB4, LLC dba RUSSELL*
19 *WESTBROOK CDJR* and *LEONEL RIVAS v. FAB4, LLC dba RUSSELL WESTBROOK CDJR VAN*
20 *NUYS and MEHRABAN KHAJEHNOURI* consolidated action, and the conditions specified in this
21 Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement,
22 Defendants agree to make a total settlement payment under this Agreement in the amount
23 \$475,000.00 (the “Gross Settlement Fund”). The Gross Settlement Fund will be distributed in the
24 following manner:

25 a. **Settlement Administration Fees And Costs:** The fees and costs associated
26 with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees,
27 tax documentation, etc.) (the “**Settlement Administration Costs**”) will be paid from the Settlement
28 Fund and are estimated to be \$12,000. The Parties agree to use CPT Group as the Settlement

1 Administrator.

2 b. Haghoubian PAGA Class Counsel's Attorneys' Fees and Costs: The Parties
3 agree that, subject to the Court's review and approval, Haghoubian PAGA Class Counsel will be
4 paid \$145,000.00 from the Settlement Fund, which is 33.3% of the amount attributed to the
5 Haghoubian Action., plus actual litigation costs up to \$12,000.00.

6 c. Rivas PAGA Class Counsel's Attorneys' Fees and Costs: The Parties agree
7 that, subject to the Court's review and approval, Rivas PAGA Class Counsel will be paid
8 \$13,200.00, which is 33.3% of the amount attributed to the Rivas Action.

9 d. Representative Plaintiff's Enhancement Awards: The Parties agree that,
10 subject to the Court's review and approval, Representative Haghoubian Plaintiff will receive a
11 \$7,500.00 enhancement award for his services in bringing the Haghoubian Action on behalf of the
12 Aggrieved Employees, which will be paid from the Gross Settlement Fund. The Parties also agree
13 that, subject to the Court's review and approval, Representative Rivas Plaintiff will receive a
14 \$7,500.00 for his services in bringing the Rivas Action on behalf of the Aggrieved Employees,
15 which will be paid from the Gross Settlement Fund.

16 e. Penalties Fund: After deducting Haghoubian Attorneys' Fees and Costs,
17 Rivas Attorneys' Fees and Costs, Settlement Administration Costs, Representative Haghoubian
18 Plaintiff's Enhancement Awards, and Representative Rivas Plaintiff's Enhancement Awards from
19 the Gross Settlement Fund, **the remaining estimated amount will comprise the Gross Penalties**
20 **Fund (\$277,800.00)**. The Gross Penalties Fund is for all payments to the Aggrieved Employees
21 and the LWDA.

22 i. The Penalties Fund shall be allocated 75% to the **LWDA Payment**,
23 which is estimated to total approximately \$208,350 (\$277,800.00 x
24 75%).

25 ii. The remaining 25% of the Penalties Fund (\$69, 450) shall be paid to
26 the Aggrieved Employees on a *pro rata* basis as below, which shall
27 be referred to as the Aggrieved Employee's "**Individual Penalty**

Payment.”

(1) Each Aggrieved Employee’s *pro rata* share shall be determined based on the number of pay periods that the Aggrieved Employee worked for Defendants in a Covered Position during the PAGA Period (“**Eligible Pay Period**”) credited to the Aggrieved Employee as a percentage of the total Eligible Pay Periods of employment during the PAGA Period credited to all Aggrieved Employees.

(2) Example: Aggrieved Employee A was actively employed during the PAGA Period for 25 Eligible Pay Periods. All Aggrieved Employees were actively employed a combined total of 100,000 Eligible Pay Periods during the PAGA Period. Aggrieved Employee A’s Individual Penalty Payment would be calculated as follows:
$$25 \text{ Eligible Pay Periods for Aggrieved Employee A} \div 100,000 \text{ total Eligible Pay Periods for all Aggrieved Employees} = 0.025\%.$$

Aggrieved Employee A is entitled to an Individual Penalty Payment in an amount that is 0.025% of the Penalty Fund.¹

f. Taxes and Reporting: Each Aggrieved Employee’s Individual Penalty Payment will be treated as non-wage income and reported by the Settlement Administrator on IRS Form 1099 to the respective Aggrieved Employee and applicable governmental authorities. Defendant will be responsible for its portion of all payroll taxes, if any, due as a result of this Settlement.

22. Release by Aggrieved Employees and State of California.

a. Terms of Release. In exchange for the consideration recited in this

¹ The Individual Penalty Payment will be rounded to the nearest penny with .5 rounded up.

1 Settlement Agreement, Representative Haghoubian Plaintiff, as the representative for the State of
2 California and all Aggrieved Employees, will forever completely release and discharge, the
3 Released Parties of any and all Released Claims for civil penalties pursuant to Labor Code §§ 2698
4 *et. seq.*, including but not limited to civil penalties under Labor Code § 2699(f), Labor Code § 558,
5 or any other Labor Code provision providing for civil penalties up to the date that this Settlement
6 Agreement is granted court approval.

7 In exchange for the consideration recited in this Settlement Agreement,
8 Representative Rivas Plaintiff, as the representative for the State of California and all Aggrieved
9 Employees, will forever completely release and discharge, the Released Parties of ONLY civil
10 penalties pursuant to Labor Code §§ 2698 *et. seq.*, including but not limited to civil penalties under
11 Labor Code § 2699(f), Labor Code § 558, or any other Labor Code provision providing for civil
12 penalties up to the date that this Settlement Agreement is granted court approval. Representative
13 Rivas Plaintiff expressly does not release in this Agreement any claims against the Released Parties
14 that have been alleged, could have been alleged and/or could be amended to allege in his arbitration
15 against Released Parties in ADRS Case No. 20-5550-SBD.

16 The Aggrieved Employees and the State of California are deemed by
17 operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim
18 against any of the Released Parties for any Released Claims.

19 b. No Claims Based on Stipulation and Agreement. No Aggrieved Employee
20 will have any claim against any of the Released Parties, Defendants' counsel, the Representative
21 Plaintiff, or PAGA Class Counsel, based on errors in administering claims or performing the
22 mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

23 23. **General Release by Representative Haghoubian Plaintiff ONLY**

24 a. Terms of Release. In exchange for the consideration recited in this
25 Settlement Agreement, including the Representative Enhancement Awards, the Representative
26 Haghoubian Plaintiff, on behalf of himself and on behalf of his current, former, and future heirs,
27 executors, administrators, attorneys, agents, and assigns, does hereby and forever release, waive,
28 acquit and discharge the Released Parties from all claims (known or unknown) which he has, had

1 or might otherwise have had against the Released Parties, from the beginning of time to the date he
2 signs this Agreement, regarding any aspect of their employment including, but not limited to, the
3 Released Claims, any common law or statutory torts, any federal, state or governmental constitution,
4 statute, regulation or ordinance, and any claim for wages, tips or any other compensation or benefit.

5 b. California Civil Code Section 1542. Upon the Effective Date, the
6 Representative Haghoubian Plaintiff will be deemed to have, and will have, expressly waived and
7 relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section
8 1542 of the California Civil Code which provides as follows:

9
10 “A general release does not extend to claims that the creditor or releasing party does
11 not know or suspect to exist in his or her favor at the time of executing the release
12 and that, if known by him or her, would have materially affected his or her settlement
with the debtor or released party.”

13 24. **No Other Actions.** The Representative Haghoubian Plaintiff and the
14 Representative Rivas Plaintiff are deemed by operation of the Final Order and Judgment in their
15 respective PAGA matters to have agreed not to sue or otherwise make any claim against any of the
16 Released Parties based upon any action, event or occurrence prior to the date each signs this
17 Settlement Agreement, with the expressed exception of Representative Rivas Plaintiff individual
18 claims made against the Released Parties in ADRS Case No. 20-5550-SGB.

19 25. **Request for Final Order and Judgment.**

20 Upon execution of this Agreement, the Haghoubian Representative Plaintiff and the Rivas
21 Representative Plaintiff shall promptly file a stipulation to consolidate the Haghoubian Action and
22 the Rivas Action. After the order consolidating the Haghoubian Action and the Rivas Action is
23 entered, Haghoubian PAGA Class Counsel shall file this Stipulation and Agreement with the court
24 requesting approval of the Settlement. Accompanying the Stipulation and Agreement shall be a
25 proposed Final Order and Judgment, in a form substantially similar to Exhibit B. Pursuant to
26 California Labor Code § 2699(1)(2), each PAGA Class Counsel shall submit a fully executed copy
27 of this Agreement to the LWDA on the same day that its stipulation and this Agreement are filed
28

1 with the Court. Pursuant to California Labor Code § 2699(1)(3), Haghoubian PAGA Class Counsel
2 and Rivas PAGA Class Counsel shall submit a copy of the Final Order and Judgment in the
3 consolidated actions to the LWDA no later than ten (10) calendar days after its entry.

4 **Settlement Funding.**

5 a. Upon the Courts entering the Final Order and Judgment, and within 7 days
6 after the Effective Date, the Settlement Administrator shall send Defendants' counsel electronic
7 wiring instructions to fund the Gross Settlement Fund.

8 b. Within 15 days after the Effective Date, Defendants shall wire to the
9 Settlement Administrator the Gross Settlement Fund (the "**Funding Date**"), minus the LWDA
10 Payment (\$208,350), which shall be paid eighteen months after the Effective Date. The Gross
11 Settlement fund (\$475,000.00) minus the LWDA payment (\$208,350.00) is \$266,650.00.

12 c. Within 45 days after the Effective Date, the Settlement Administrator shall
13 issue payments as set forth in this Agreement to: The Aggrieved Employees; Haghoubian PAGA
14 Counsel Attorneys' Fees and Costs; Rivas PAGA Counsel Attorneys' Fees and Costs; and the
15 Representative Haghoubian Plaintiff's and the Representative Rivas Plaintiff's Enhancements
16 (the "**Payment Date**").

17 d. Within 18 months of the Effective Date, the Defendant shall wire the
18 LWDA Payment (\$208,3560.00) to the Settlement Administrator who will then issue the LWDA
19 payments to the LWDA.

20 26. **Class List.**

21 Within 15 days after the Effective Date, Defendants will provide a Class List to the
22 Settlement Administrator which will identify all Aggrieved Employees by name, social security
23 number, and last known home address ("**Class List**"). The Class List will also contain the
24 Aggrieved Employees' dates of employment during the PAGA Period and the number of Eligible
25 Pay Periods credited to each Aggrieved Employee.

26 As of February 24, 2021, Defendants estimate that there are 447 Aggrieved Employees who
27 collectively worked no more than 15,025 workweeks during the PAGA Period. Defendants will
28 provide a declaration under oath as to the number of Aggrieved Employees and workweeks worked

1 by the Aggrieved Employees from October 4, 2018 to February 24, 2021 by March 2, 2021. The
2 Gross Settlement Fund will increase proportionally with added workweeks if the declaration states
3 that the actual number of workweeks of Aggrieved Employees from October 4, 2018 to February
4 24, 2021 are more than 5% of the estimate of workweeks stated herein.

5 27. **List of Individual Settlement Amounts.**

6 Within 15 days after the Settlement Administrator receives the Class List, the Settlement
7 Administrator will provide to Haghoubian and Rivas PAGA Class Counsel and Defendants' counsel
8 a Proceeds List reflecting the Individual Penalty Payment for each Aggrieved Employee ("**Proceeds**
9 **List**"). The Proceeds List provided to Haghoubian and Rivas PAGA Class Counsel will not include
10 the Aggrieved Employees' names, social security numbers or contact information.

11 28. **PAGA Payments to Aggrieved Employees.**

12 a. On the Payment Date, the Settlement Administrator will mail to each
13 Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement
14 Notice in English and Spanish, attached as Exhibit A to this Agreement and (b) their Individual
15 Penalty Payment (collectively, the "**PAGA Packet**").

16 b. Prior to mailing, the Settlement Administrator will update all addresses using
17 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
18 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
19 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
20 the Settlement Administrator will promptly conduct a "standard search," sometimes called, "Skip
21 Trace" or "Credit Header" searches, to locate a better address. If a better address is found, the
22 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
23 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
24 Administrator, Defendant, or Haghoubian or Rivas PAGA Class Counsel shall be required to take
25 further action.

26 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
27 Packet is mailed to them to cash their settlement payment checks. Neither Defendants, Defendants'
28 counsel, Plaintiff, nor Haghoubian nor Rivas PAGA Class Counsel will have any liability for lost

1 or stolen settlement payment checks, forged signatures on settlement payment checks, unauthorized
2 negotiation of settlement payment checks or failure to timely cash a settlement payment check
3 within the 180-day period.

4 d. Any unpaid cash residue or unclaimed or abandoned Aggrieved Employee
5 funds generally attributable to California residents, plus any accrued interest that has not otherwise
6 been distributed pursuant to order of the Court, shall be transmitted to the state controller unclaimed
7 payment fund in the name of the Aggrieved Employee.

8 29. **Payments of Enhancement Awards, Attorneys' Fees and Costs, and the LWDA**
9 **Settlement Payment.**

10 a. On the Payment Date, the Settlement Administrator will pay from the Gross
11 Settlement Fund the Haghoubian Representative Plaintiff's and the Rivas Representative Plaintiff's
12 Enhancement Awards as awarded by the Court. The Haghoubian Enhancement Award will be made
13 by sending to Haghoubian PAGA Class Counsel a check payable to "ARGIN HAGHOUBIAN" in
14 the amount of the Court-approved Enhancement Award. Such payment is conditional upon
15 Haghoubian PAGA Class Counsel providing Defendants' counsel with a completed Form W-9 for
16 the Representative Haghoubian Plaintiff. The Rivas Enhancement Award will be made by sending
17 to Rivas PAGA Class Counsel a check payable to "LEONEL RIVAS" in the amount of the Court-
18 approved Enhancement Award. Such payment is conditional upon Rivas PAGA Class Counsel
19 providing Defendants' counsel with a completed Form W-9 for the Representative Rivas Plaintiff.

20 b. On the Payment Date, the Settlement Administrator will pay from the Gross
21 Settlement Fund to Haghoubian PAGA Class Counsel its Court-approved Attorneys' Fees and
22 Costs. Such payment is conditional upon Haghoubian PAGA Class Counsel providing the
23 Settlement Administrator with completed Forms W-9. The Court-approved Haghoubian PAGA
24 Class Counsel's Attorneys' Fees and Costs will be split equally between the Koul Law Firm and the
25 Law Offices of Sahag Majarian II.

26 c. On the Payment Date, the Settlement Administrator will pay from the Gross
27 Settlement Fund to Rivas PAGA Class Counsel its Court-approved Attorneys' Fees and Costs. Such
28 payment is conditional upon Rivas PAGA Class Counsel providing the Settlement Administrator

1 with completed Forms W-9.

2 d. Eighteen months following the Effective Date, Defendant shall wire the
3 LWDA Payment to the Settlement Administrator who will then issue the LWDA Payment to the
4 LWDA by two checks made payable to the “California Labor Workforce and Development
5 Agency”.

6 30. **Deadlines.**

7 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
8 the deadline will be automatically extended to the next regular business day. Unless specified
9 otherwise, all references to “days” shall mean calendar days.

10 31. **Enforcement and Continuing Jurisdiction of the Court.**

11 Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court
12 in the consolidated actions, *HAGHOUBIAN v. FAB4, LLC dba RUSSELL WESTBROOK CDJR* and
13 *LEONEL RIVAS v. FAB4, LLC dba RUSSELL WESTBROOK CDJR VAN NUYS and MEHRABAN*
14 *KHAJEHNOURI*, and will be enforceable pursuant to California Code of Civil Procedure section
15 664.6. Even after the entry of the Final Order and Judgment, the Court will have and retain
16 continuing jurisdiction over each’s respective actions and over all Parties and the Aggrieved
17 Employees, to the fullest extent necessary or convenient to enforce and effectuate the terms and
18 intent of this Settlement Agreement and all matters provided for in it, and to interpret it.

19 32. **Mutual Full Cooperation.**

20 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
21 Agreement, including, but not limited to, execution of such documents and taking such other action
22 as may be reasonably necessary or convenient to implement it.

23 33. **No Admissions.**

24 Nothing in this Settlement Agreement will constitute or be considered an admission by or
25 on behalf of Defendants, or any Released Party, of any wrongdoing or liability or of the accuracy of
26 any allegation made in connection with this Action.

27 34. **Effective Date of Defendants’ Obligations Under This Agreement.**

28 Defendants’ obligations under this Settlement Agreement will become final and effective

1 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
2 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
3 approval of the Court in the consolidated *HAGHOUBIAN v. FAB4, LLC dba RUSSELL*
4 *WESTBROOK CDJR* and *LEONEL RIVAS v. FAB4, LLC dba RUSSELL WESTBROOK CDJR VAN*
5 *NUYS and MEHRABAN KHAJEHNOURI* actions for any reason, all matters covered by this
6 Agreement will be null and void. In such event, neither this Agreement nor any negotiations leading
7 to this Settlement will be used or construed by or against any Party as a determination, admission,
8 or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead
9 expressly reserve, their respective rights regarding the prosecution and defense of the Action,
10 including all available defenses and affirmative defenses, and to challenge any claim, as if this
11 Settlement Agreement never existed.

12 35. **Nullification.**

13 If: (1) the Court in the consolidated *HAGHOUBIAN v. FAB4, LLC dba RUSSELL*
14 *WESTBROOK CDJR* and *LEONEL RIVAS v. FAB4, LLC dba RUSSELL WESTBROOK CDJR VAN*
15 *NUYS and MEHRABAN KHAJEHNOURI* action should for any reason fail to enter the Final Order
16 and Judgment; or (2) the Court's Final Order and Judgment is reversed or modified as to any material
17 term as defined above, or declared or rendered void as to any material term as defined above, then
18 (a) the Settlement Agreement shall become null and void; (b) the Parties will revert to their
19 respective positions immediately prior to reaching the settlement; and (c) Defendants will be
20 responsible for any Settlement Administrator Fees and Costs.

21 36. **Invalidation.**

22 Invalidation of any material term of this Settlement Agreement will invalidate this
23 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
24 provisions will remain in full force and effect.

25 37. **Publicity.**

26 From and after the execution of this Agreement, the Representative Haghoubian Plaintiff,
27 the Representative Rivas Plaintiff, and the Haghoubian and Rivas PAGA Class Counsel agree not
28 to publicize this Settlement in any way except as provided in this Agreement and, except as required

1 by law, agree to limit statements regarding the Settlement to responses to questions, which responses
2 shall be limited to say the matter has been resolved. In addition, the Representative Plaintiff and
3 the PAGA Class Counsel: (a) may respond to specific questions from Aggrieved Employees; and
4 (b) as required under the terms of this Stipulation, may describe and explain the specific terms of
5 this Stipulation. The Representative Plaintiff and his counsel shall not hold any press conference or
6 speak to the media regarding the Settlement.

7 38. **Entire Agreement.**

8 This Settlement Agreement constitutes the entire integrated agreement between the Parties
9 relating to the Action, and no oral representations, warranties, or inducements have been made to
10 any party concerning this Settlement Agreement other than the representations, warranties, and
11 covenants contained and memorialized in this Settlement Agreement.

12 39. **Authorization to Act.**

13 Haghoubian PAGA Class Counsel and Rivas PAGA Class Counsel warrant and represent
14 that they are authorized by their Representative Plaintiff, and counsel of record for Defendants
15 warrants that they are authorized by Defendants to take all appropriate action required or permitted
16 to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to
17 execute any other documents required to effectuate the terms of this Settlement Agreement, except
18 for any documents, including but not limited to this Settlement Agreement, that are required to be
19 executed by the Parties.

20 40. **Modification Only in Writing.**

21 This Settlement Agreement may be amended or modified only by a written instrument signed
22 by all Parties or their successors in interest. After the entry of the Final Order and Judgment in the
23 consolidated *HAGHOUBIAN v. FAB4, LLC dba RUSSELL WESTBROOK CDJR* and *LEONEL*
24 *RIVAS v. FAB4, LLC dba RUSSELL WESTBROOK CDJR VAN NUYS and MEHRABAN*
25 *KHAJEHNOURI* actions, the parties may by written agreement effect such amendments,
26 modifications or expansions of this Agreement without further notice to the LWDA or Aggrieved
27 Employees and without notice to or the approval by the Court if such changes are consistent with
28 the Court's Final Order and Judgment and do not materially alter any rights hereunder.

1 41. **Binding on Successors.**

2 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
3 Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,
4 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
5 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or
6 affiliated entities.

7 42. **No Prior Assignments.**

8 The Aggrieved Employees are deemed by operation of the Final Order and Judgment in the
9 consolidated *HAGHOUBIAN v. FAB4, LLC dba RUSSELL WESTBROOK CDJR* and *LEONEL*
10 *RIVAS v. FAB4, LLC dba RUSSELL WESTBROOK CDJR VAN NUYS and MEHRABAN*
11 *KHAJEHNOURI* actions to represent, covenant, and warrant that they have not directly or indirectly
12 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
13 entity any portion of any liability, claim, demand, cause of action, or rights released and discharged
14 by this Agreement.

15 43. **Governing Law.**

16 All terms of this Settlement Agreement will be governed by and interpreted according to the
17 laws of the State of California, without giving effect to conflicts of laws principles.

18 44. **Counterparts.**

19 This Settlement Agreement may be executed in one or more counterparts. All executed
20 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
21 Parties will exchange among themselves signed counterparts.

22 45. **Headings for Convenience Only.**

23 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
24 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

25 46. **Construction of This Agreement.**

26 The Parties agree that the terms and conditions of this Settlement Agreement are the result
27 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
28 construed in favor of or against any Party by reason of the extent to which any Party, or his or its

1 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
2 entire agreement between the Parties. Except as expressly provided in this Agreement, this
3 Settlement Agreement has not been executed in reliance upon any other oral or written
4 representations or terms and no such extrinsic oral or written representations or terms will modify,
5 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
6 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
7 Procedure section 1856(a), which provide that a written agreement is to be construed according to
8 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiffs
9 and Defendants had available to them the advice and assistance of independent counsel. As such,
10 neither Representative Plaintiffs nor Defendants may claim that any ambiguity in this Settlement
11 Agreement should be construed against the other.

12 47. **Corporate Signatories.**

13 Any person executing this Settlement Agreement or any related document on behalf of a
14 corporate signatory warrants and promises for the benefit of all Parties that such person has been
15 duly authorized by such corporation to execute this Settlement Agreement or any related document.

16 48. **Representation by Counsel.**

17 All of the Parties hereto acknowledge that they have been represented by counsel throughout
18 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
19 has been executed with the consent and advice of counsel.

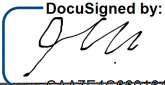
20 49. **Attorneys' Fees and Costs.**

21 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
22 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
23 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
24 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
25 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

26
27 **[SIGNATURES ON FOLLOWING PAGES]**
28

1 IT IS SO AGREED:

2 Dated: 3/2/2021, 2021

DocuSigned by:

CA47E4C6601643A
3 ARGIN HAGHOUBIAN

4 Dated: _____, 2021

5 LEONEL RIVAS

6 Dated: February 26, 2021

7 MEHRABAN KHAJEHNOURI

8
9
10 Dated: February 26, 2021

ARMINA MGERIAN

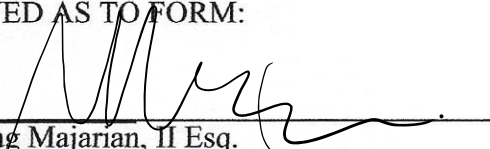
11 FAB4, LLC dba Russell Westbrook CDJR (or FAB4,
12 LLC dba Russell Westbrook CDJR of Van Nuys)

13 BY: 
14

15 ITS: CFO

16
17 Dated: February 26, 2021

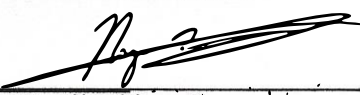
APPROVED AS TO FORM:

18 By: 
19

20 Sahag Majarian, II Esq.
21 LAW OFFICES OF SAHAG MAJARIAN, II
22 Attorneys for Plaintiff ARGIN HAGHOUBIAN,
as an individuals, on behalf of himself and all
aggrieved employees

23 Dated: February 26, 2021

APPROVED AS TO FORM:

24 By: 
25

26 Nazo Koulloukian, Esq.
27 KOUL LAW FIRM
28 Attorneys for Plaintiff ARGIN HAGHOUBIAN,
as an individuals, on behalf of himself and all
aggrieved employees

1 **IT IS SO AGREED:**

2 Dated: _____, 2021

ARGIN HAGHOUBIAN3
4 Dated: February 26, 2021
5 Dated: _____, 2021_____
LEONEL RIVAS

DocuSigned by:



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6
7 Dated: _____, 2021_____
MEHRABAN KHAJEHNOURI8
9
10 Dated: _____, 2021_____
FAB4, LLC dba Russell Westbrook CDJR (or FAB4,
LLC dba Russell Westbrook CDJR of Van Nuys)11
12
13
14 BY: _____

15 ITS: _____

16
17 Dated: _____, 2021

APPROVED AS TO FORM:

18
19 By: _____Sahag Majarian, II Esq.
LAW OFFICES OF SAHAG MAJARIAN, II
Attorneys for Plaintiff ARGIN HAGHOUBIAN,
as an individuals, on behalf of himself and all
aggrieved employees20
21
22
23 Dated: _____, 2021

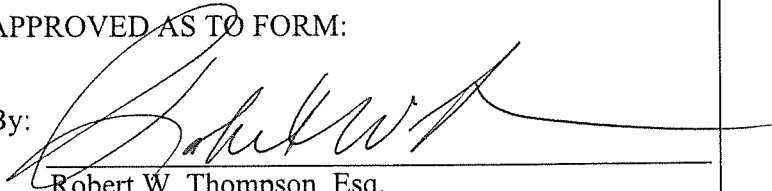
APPROVED AS TO FORM:

24
25 By: _____Nazo Koulloukian, Esq.
KOUL LAW FIRM
Attorneys for Plaintiff ARGIN HAGHOUBIAN,
as an individuals, on behalf of himself and all
aggrieved employees

1
2
3 Dated: 2/25, 2021

APPROVED AS TO FORM:

4 By:

5 
Robert W. Thompson, Esq.

Alex A. Zolg, Esq.

6 CALLAHAN, THOMPSON, SHERMAN &
CAUDILL, LLP

7 Attorneys for Defendant FAB4, LLC, dba RUSSELL
8 WESTBROOK CDJR (or FAB4, LLC, dba
RUSSELL WESTBROOK CDJR OF VAN NUYS)
9 and MEHRABAN KHAJEHNOURI

10 Dated: Feb. 26, 2021

APPROVED AS TO FORM:

11 By:

DocuSigned by:

12 
Arin Norijanian, Esq.

13 James Demerjian, Esq.

14 Arin | James, LLP

15 Attorneys for LEONEL RIVAS, individually and on
16 behalf of all other aggrieved employees of
17 DEFENDANTS in the State of California