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AUTOMOTIVE INC., BOB BAKER
VOLKSWAGEN, BAKER AUTOS, INC.,
BAKER CARLSBAD, INC., and BOB BAKER
ENTERPRISES, INC.

Additional counsel on following page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

VERONICA NOLAN, on behalf of the State of
California and all aggrieved employees

Plaintiff,

vs.

BOB BAKER AUTOMOTIVE INC, a
California corporation; BOB BAKER
VOLKSWAGEN, a California corporation;
BAKER AUTOS, INC., a California
corporation; BAKER CARLSBAD, INC., a
California corporation; BOB BAKER
ENTERPRISES, INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendant.

Case No. 37-2020-00030618-CU-OE-NC

PAGA REPRESENTATIVE ACTION

*[Assigned for all purposes to The Honorable
Cynthia A. Freeland, Dept. N-27]*

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE OF PAGA CLAIMS;
[PROPOSED] ORDER**

Action Filed: August 28, 2020

1 Nicholas J. Ferraro (State Bar No. 306528)
2 Lauren N. Vega (State Bar No. 306525)
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1 **JOINT STIPULATION OF SETTLEMENT AND RELEASE OF PAGA CLAIMS**

2 Plaintiff VERONICA NOLAN (“Plaintiff”), individually and in her capacity as a
3 representative of the State of California on behalf of other aggrieved employees, and Defendants BOB
4 BAKER AUTOMOTIVE, INC.; BOB BAKER VOLKSWAGEN; BAKER AUTOS, INC.;
5 BAKER CARLSBAD, INC.; and BOB BAKER ENTERPRISES, INC. (“Defendants”)
6 (collectively, the “Parties” or individually a “Party”), enter into this Settlement Agreement and Release
7 of Private Attorneys General Act of 2004 (“PAGA”) Claims (“Settlement”) and submit it for Court
8 approval pursuant to Labor Code § 2699(l)(2) as follows:

9 **I. DEFINITIONS**

10 As used in this Settlement, the following terms shall have the following meanings:

11 “Action” shall mean the civil action entitled *Veronica Nolan v. Bob Baker Automotive, Inc., et*
12 *al.*, filed in the Superior Court for the County of San Diego on August 28, 2020, designated as Case
13 No. 37-2020-00030618-CU-OE-NC.

14 “Defendants” shall mean Bob Baker Automotive, Inc.; Bob Baker Volkswagen; Baker Autos,
15 Inc.; Baker Carlsbad, Inc.; and Bob Baker Enterprises, Inc.

16 “Defense Counsel” shall mean Spencer C. Skeen, Tim L. Johnson, Jesse C. Ferrantella, and
17 Jennifer P. Suberlak of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

18 “Effective Date” refers to the date upon which both of the following have occurred:
19 (i) approval of the settlement is granted by the Court, or other court assuming jurisdiction of this
20 Action, and (ii) the Court’s Judgment approving the settlement becomes Final. “Final” shall mean
21 the latest of: (i) if there is an appeal of the Court’s approval order, the date the approval order is
22 affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a
23 petition for writ of certiorari to the California Supreme Court, or (ii) if a petition for writ of certiorari
24 is filed, the date of denial of the petition for writ of certiorari, or the date the approval order is
25 affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for
26 filing or noticing any appeal of the approval order. This settlement is conditioned upon the Court
27 entering judgment in this Action in a manner consistent with the terms of this Settlement
28 Agreement.

1 “LWDA” refers to the California Labor & Workforce Development Agency.

2 “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor
3 Code Sections 2698 *et seq.*

4 “PAGA Period” shall mean June 18, 2019, through the date the Court approves this Settlement.

5 “PAGA Settlement Members” shall mean all persons employed by Defendants as a non-exempt
6 employee in California at any time during the PAGA Period. For purposes of this Settlement only, and
7 not otherwise as an admission of any misconduct or wrongdoing by Defendants, Defendants and
8 Plaintiff stipulate that all PAGA Settlement Members are “aggrieved employees” pursuant to PAGA.

9 “PAGA Fund” shall mean the Total Settlement Payment, less Plaintiff’s Counsel Payment,
10 Plaintiff’s Individual Payment in exchange for a general release, and the Settlement Administration
11 Costs.

12 “Plaintiff” refers to Veronica Nolan, individually and in her capacity as a representative of the
13 State of California on behalf of other aggrieved employees.

14 “Plaintiff’s Counsel” refers to Nicholas J. Ferraro and Lauren N. Vega of Ferraro Vega
15 Employment Lawyers, Inc.

16 “Plaintiff’s Counsel Payment” refers to the amount, as approved by the Court, for Plaintiff’s
17 counsel’s attorney fees (in an amount not to exceed 45% of the Total Settlement Payment, according
18 to proof, based on Plaintiff’s Counsel’s lodestar) and costs (in an amount not to exceed Nine
19 Thousand Dollars and Zero Cents (\$9,000.00), according to proof).

20 “Plaintiff’s Individual Payment” refers to the amount Plaintiff will receive, as approved by the
21 Court, as an incentive for prosecuting this action and in exchange for a general release of all known and
22 unknown claims. Plaintiff’s Individual Payment shall not exceed Seven Thousand, Hundred Dollars
23 and Zero Cents (\$7,500).

24 “Parties” collectively refers to Plaintiff and Defendants.

25 “Released Claims” shall mean all claims, whether known or unknown, to recover civil penalties
26 pursuant to PAGA based on all claims alleged or that could have been alleged arising out of the facts,
27 circumstances, and primary rights at issue in the operative complaint in the Action and/or Plaintiff’s
28 June 18, 2020 and June 25, 2020 letters to the LWDA (“PAGA Letters”) or any amendments thereto.

This includes but is not limited to all PAGA claims for: (1) failure to pay all wages (including minimum, regular, and incentive wages); (2) failure to pay all overtime wages; (3) failure to provide meal periods or proper premium compensation in lieu thereof; (4) failure to provide rest periods or proper premium compensation in lieu thereof; (5) failure to timely pay wages during employment or upon separation of employment; (6) failure to provide accurate, itemized wage statements; (7) failure to reimburse business expenses; and (8) failure to maintain proper records, including payroll records.

“Released Parties” shall mean Defendants and all of their insurers, brands, concepts, subsidiaries, affiliates, holding companies, parent companies, predecessors, successors, partners, shareholders, legal representatives, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, and powers-of-attorney, and any individual or entity that could be jointly liable with Defendants.

“Release by Plaintiff” shall mean, in addition to the Released Claims, Plaintiff makes the additional general release of all claims, known or unknown, in exchange and consideration of Plaintiff’s Individual Payment described in section IV(D) of this Settlement.

“Settlement Administrator” refers to a qualified, third-party settlement administrator agreed to by the Parties to administer the terms of the Settlement. The Parties agree to utilize Phoenix Settlement Administrators to administer the Settlement.

“Settlement Administration Costs” shall include all costs of administering the settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to PAGA Settlement Members; all costs and fees associated with communicating with PAGA Settlement Members, Plaintiff’s Counsel, and Defendants’ Counsel; all costs and fees associated with computing, processing, reviewing, and paying payments to PAGA Settlement Members; costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; and any other cost and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement. The Settlement Administration Costs shall be paid from the Total Settlement Payment. Settlement Administration Costs shall not exceed \$6,500.

1 “Total Settlement Payment” shall mean the total amount to settle this Action. The Total
2 Settlement Payment is all-inclusive, meaning it shall be used to pay the following sums, as approved
3 by the Court: (1) the PAGA Fund; (2) Plaintiff’s Counsel Payment, (3) Plaintiff’s Individual Payment;
4 and (4) the Settlement Administration Costs to the Settlement Administrator. The Total Settlement
5 Payment is the maximum amount Defendants can be required to pay under this Settlement.

6 **II. RECITALS**

7 On or around June 18, 2020 and June 25, 2020, Plaintiff submitted letters to the LWDA to
8 exhaust her administrative remedies under PAGA, as required by Labor Code section 2699.3 (the
9 “PAGA Letters”). The letters allege Defendants violated various wage-and-hour laws under the
10 California Labor Code. More than 65 days passed after Plaintiff sent the letters to the LWDA, and the
11 LWDA has not indicated that it intends to investigate the alleged violations referenced in the letters.

12 Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in
13 the Action and have made a thorough study of the legal principles applicable to the claims asserted
14 against Defendants. The Parties attended mediation in January 2021, after a thorough exchange of
15 sample time and pay records, as well as Defendants’ policy documents with the Hon. Ronald Prager
16 (Ret.). The Parties also exchanged formal discovery responses and further documents, and deposed
17 witnesses. Although the case did not resolve at mediation, through continued negotiations, the Parties
18 were able to reach an agreement to resolve this Action. Based on their investigation and evaluation of
19 this case, Plaintiff’s Counsel concluded that the settlement is fair, reasonable, and adequate in light of
20 all known facts and circumstances, including the Code Civ. Proc. § 998 offers issued by Defendants,
21 the ability of the named plaintiff to serve as the PAGA representative, defenses asserted by Defendants,
22 potential adverse findings regarding liability, the pending motion for summary judgment on joint
23 employment theories, numerous potential appellate issues, among other issues.

24 Defendants denied, and continue to deny, every claim and contention alleged in the Action and
25 continue to maintain that they never engaged in any unlawful acts regarding any of the matters alleged
26 in the Action. Defendants further contend they did not jointly employ Plaintiff or other “aggrieved
27 employees,” and filed a summary judgment motion on this issue.

1 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
2 forth, the Parties agree as follows:

3 **III. NON-ADMISSION OF LIABILITY**

4 Based on the factual and legal issues involved, the expense and time necessary to prosecute the
5 Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of proof, and
6 the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action, the
7 Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in
8 the best interests of the PAGA Settlement Members.

9 By entering into this Settlement, Defendants deny any liability for any of the claims in the
10 Action, as well as any other potential or unknown claims based on wage and hour violations under state
11 or federal law. Defendants further deny they jointly employed Plaintiff of the PAGA Settlement
12 Members. Neither this Settlement, nor any document referred to or contemplated herein, nor any action
13 taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession,
14 or indication by or against Defendants of any unlawful conduct, fault, wrongdoing or liability
15 whatsoever. Defendants specifically deny that they have engaged in any unlawful or wrongful conduct
16 against Plaintiff or the PAGA Settlement Members.

17 **IV. TERMS OF THE PAGA SETTLEMENT**

18 **A. The Total Settlement Payment**

19 Defendants shall pay a settlement payment in a total amount not to exceed One Hundred Eighty-
20 Nine Thousand Two Hundred Fifty-Five Dollars and Zero Cents (\$189,255.00) (“Total Settlement
21 Payment”). The Total Settlement Payment shall include Settlement Administration Costs, Plaintiff’s
22 Counsel Payment, Plaintiff’s Individual Payment, and the PAGA Fund.

23 **B. Plaintiff’s Counsel Payment of Attorneys’ Fees and Costs**

24 Subject to Court approval, Plaintiff’s Counsel requests the Court approve an award of attorneys’
25 fees not to exceed one-forty-five (45) percent of the Total Settlement Payment, based on Plaintiff’s
26 Counsel’s lodestar, and Plaintiff’s Counsel will also seek reimbursement of reasonable litigation costs
27 not to exceed \$9,000 (attorneys’ fees and reasonable litigation costs collectively referred to as
28 “Plaintiff’s Counsel Payment”).

Defendants does not oppose or object to Plaintiff's Counsel's request for attorneys' fees, not to exceed 45 percent of the Total Settlement Payment, according to proof in Plaintiff's Counsels' accompanying supporting declaration based on Plaintiff's Counsel's lodestar, plus all documented and reasonable litigation costs, according to proof in Plaintiff's Counsels' declaration, up to \$9,000. In the event that the Court does not approve an award of attorneys' fees equal to the requested amount, Plaintiff's Counsel agrees not to seek appellate review of the Court's decision regarding attorneys' fees, and this Settlement will remain enforceable. In the event that the Court does not approve an award of costs equal to the requested amount, Plaintiff's Counsel agrees not to seek appellate review of the Court's decision regarding litigation costs, and this Settlement will remain enforceable. Plaintiff's Counsel Payment will come from the Total Settlement Payment. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

C. Settlement Administration Fees and Costs

Settlement administration shall be done by a qualified, third-party settlement administrator agreed to by the Parties and approved by the Court ("Settlement Administrator"). The Parties agree the Settlement Administration Costs will come from the Total Settlement Payment. Settlement Administration Costs shall not exceed \$6,500. Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

D. Plaintiff's Individual Payment

Subject to Court approval, Defendants will not oppose Plaintiff's Individual Payment from the Total Settlement Payment of up to \$7,500.00 in exchange for Plaintiff's agreement to a general release of the Released Parties from all claims, demands, rights, liabilities, actions, grievances, demands for arbitration, and causes of action of every nature and description whatsoever, known or unknown, pending or threatened, asserted or that might have been asserted, whether brought in tort or in statute or in contract, whether under state or federal or local law.

Except as otherwise specifically provided under this Settlement, Plaintiff expressly waives and relinquishes all rights and benefits afforded by § 1542 of the Civil Code of the State of California, which states:

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

7 **E. PAGA Fund**

8 After deducting Plaintiff’s Counsel’s Payment, Plaintiff’s Individual Payment, and Settlement
9 Administration Costs, the remainder of the Total Settlement Payment shall be allocated toward payment
10 to the Labor & Workforce Development Agency and PAGA Settlement Members (the “PAGA Fund”).

11 The Settlement Administrator will send seventy-five percent (75%) of the PAGA Fund to the
12 LWDA and allocate twenty-five percent (25%) of the PAGA Fund among the PAGA Settlement
13 Members, based on his or her proportionate share of the pay periods worked during the PAGA Period.

14 **F. Stay of Proceedings and Method of Approval**

15 Should the Court refuse to grant approval of the Settlement via this Joint Stipulation and
16 Order, Plaintiff’s Counsel shall draft and (subject to Defense Counsel’s review) file a motion for
17 approval of the Settlement. The Parties agree to cooperate with one another in good faith and use
18 best efforts to accomplish this objective.

19 The Parties agree to stay all proceedings in this Action pending approval of the Settlement.

20 **V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

21 **A. Deposit of Total Settlement Payment**

22 The Settlement Administrator shall establish a Qualified Settlement Fund (“QSF”) pursuant to
23 Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The
24 Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID
25 Number and calculate all settlement checks and withholdings required under law based on information
26 that Defendants will confidentially furnish. The Settlement Administrator will calculate no payroll
27 deductions under this Settlement, since the Parties are not classifying any part of the Settlement as
28 wages.

29 Defendants shall deposit the Total Settlement Payment with the Settlement Administrator no
30 later than fourteen (14) calendar days following the Effective Date.

1 **B. Formula for Calculating Share of PAGA Fund**

2 The portion of the PAGA Fund Settlement Administrator will pay to each PAGA Settlement
3 Member shall be determined based on the number of pay periods worked by each PAGA Settlement
4 Member during the PAGA Period. Partial pay periods count as full pay periods. The Settlement
5 Administrator will determine the amount paid per pay period by a PAGA Settlement Member by
6 dividing the value of the portion of the PAGA Fund paid to PAGA Settlement Members by the total
7 number of pay periods worked by all PAGA Settlement Members during the PAGA Period.
8 Defendants' records shall be determinative for purposes of calculating the number of pay periods
9 worked and any payments to PAGA Settlement Members.

10 **C. Distribution of PAGA Fund**

11 Defendants shall provide the Settlement Administrator with a list of the names, addresses, and
12 dates of employment of the PAGA Settlement Members, within fourteen (14) calendar days after the
13 Court issues an Order approving the Settlement. Defendants will provide the contact information
14 confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the
15 information as private and confidential and take all necessary precautions to maintain the confidentiality
16 of contact information of the PAGA Settlement Members. The Settlement Administrator will only use
17 this information to carry out its duties as specified in this Settlement.

18 Within seven (7) calendar days after Defendants fully fund the Total Settlement Payment, the
19 Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%)
20 of the PAGA Fund, or as otherwise directed by the Court.

21 Within seven (7) calendar days after Defendants fully fund the Total Settlement Payment, the
22 Settlement Administrator shall distribute to PAGA Settlement Members their individual portions of the
23 PAGA Fund or as otherwise directed by the Court.

24 Within seven (7) calendar days after Defendants fully fund the Total Settlement Payment, the
25 Settlement Administrator shall distribute to Plaintiff's Counsel their court-approved Plaintiff's Counsel
26 Payment.

27 Within seven (7) days after Defendants fully fund the Total Settlement Payment, the Settlement
28 Administrator shall distribute to Plaintiff her Plaintiff Individual Payment.

1 The Settlement Administrator will send the payments to the PAGA Settlement Members by
2 postmarked First Class U.S. Mail, along with a letter explaining the settlement in substantially the same
3 form as **Exhibit A** attached hereto.

4 To provide the best notice and delivery of the payments to the PAGA Settlement Members, the
5 Settlement Administrator will send any payment to a PAGA Settlement Member returned as non-
6 delivered by post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no
7 forwarding address is provided for payment to a PAGA Settlement Member that is returned as non-
8 deliverable, the Settlement Administrator shall use the best available technology accessible (e.g. skip
9 tracing, address verification, etc.) to the Settlement Administrator or other mutually-agreeable method
10 to locate PAGA Settlement Members and will then mail the payment to the address identified by the
11 best available technology accessible to the Settlement Administrator or other mutually-agreeable
12 method. If no current address is located, the payment for that individual will be deemed undeliverable.
13 If any PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement
14 Administrator, the payment for that Settlement Member will be deemed undeliverable.

15 The Settlement Administrator shall maintain a list of the postmark date for the original mailing
16 of the payment to the PAGA Settlement Members, the postmark date of any subsequent mailing to any
17 PAGA Settlement Member, and a list of PAGA Settlement Members who did not receive their
18 payments due to the inability to locate a valid address using the procedures described herein or who
19 otherwise could not be located within two attempts at mailing.

20 All settlement checks will remain valid and negotiable for 180 days from the date of their
21 mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement
22 Administrator, any uncashed checks will be void and escheat to the California State Controller's Office
23 in the name of the individual Settlement Member who did not cash his or her check and the individual
24 Settlement Member will remain bound by the Settlement.

25 No later than January 31 of the year following payment of their individual portions of the PAGA
26 Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement
27 Members who received a payment.

1 **D. Settlement Administration Payment**

2 Within seven (7) days after Defendants fully fund the Total Settlement Payment, the Settlement
3 Administrator shall deduct an amount equivalent to the Settlement Administration Costs.

4 **VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS**

5 **A. Claims Released by the LWDA and All PAGA Settlement Members**

6 Upon the date of entry of an order by the Court in this Action approving this Settlement, and
7 payment of all funds due under this Settlement, the State of California, the LWDA and PAGA
8 Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from
9 any and all Released Claims. As a result of this release, the PAGA Settlement Members will be unable
10 to bring a claim under, or recover in any other claim brought under, the California Private Attorneys
11 General Act, California Labor Code § 2698 *et seq.*, for any violations of the Released Claims that took
12 place during the PAGA Period.

13 **B. Tax Treatment and Tax Indemnification**

14 PAGA Settlement Members will assume any tax obligations or consequences that may arise to
15 them from this Settlement, and shall be responsible for their own defense of and payment for any claim
16 of unpaid taxes, interest, or penalties brought by any taxing authority for the PAGA Settlement
17 Members' share of any state or federal tax obligation. The PAGA Settlement Members shall not contact
18 Defendants, any of the Released Parties, or Defense Counsel for any questions from this section.

19 **VII. MISCELLANEOUS PROVISIONS**

20 **A. Mutual Full Cooperation**

21 Plaintiff and Defendants, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with
22 each other to accomplish the terms of this Settlement, including, but not limited to, execution of such
23 documents and the taking of such other action as may reasonably be necessary to implement the terms
24 herein. The Parties agree to use their best efforts and any other efforts that may become necessary by
25 Order of the Court, or otherwise, to effectuate this Settlement.

26 **B. Parties' Authority**

27 The signatories hereto represent that they are fully authorized to enter into this Settlement. Each
28 signatory signing on behalf of a corporation represents that he or she has the authority to agree to the

terms hereof and execute this Settlement on behalf of said entity in accordance with the bylaws of such entity and that his or her signature will bind the entity to the terms of this Settlement.

C. Binding Nature of the Settlement

This Settlement shall be binding upon, and inure to the benefit of, the successors, assigns, legatees, heirs, and personal representatives of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, or encumbered any claim, demand, action, cause of action, or rights released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff, her heirs, successors, and assigns, and the PAGA Settlement Members.

This Settlement may be amended or modified only by a written instrument that is both (a) signed by Plaintiff, Plaintiff's Counsel, Defendants, and Defense Counsel, and (b) approved by the Court. No rights under this Settlement may be waived except in writing. Any waiver of any provision of this Settlement shall not constitute a waiver of any other provision of this Settlement unless expressly so indicated.

This Settlement constitutes the entire agreement between Plaintiff and Defendants relating to the settlement of the PAGA cause of action alleged in this action. All prior or contemporaneous agreements, understandings and statements, whether oral or written, whether express or implied, and whether by a Party or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement other than the representations, warranties and covenants contained and memorialized in such documents.

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

D. Joint Drafting of Settlement Documents

Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

1 This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and,
2 therefore, in any construction or interpretation of this Settlement, the same shall not be construed against
3 any of the Parties.

4 **E. Execution of the Settlement**

5 This Settlement may be executed in one or more counterparts and by facsimile, DocuSign,
6 and/or any other valid electronic signature method. All such counterparts taken together shall constitute
7 but one and the same instrument. All executed copies of this Settlement and photocopies thereof shall
8 have the same force and effect and shall be as legally binding and enforceable as the original.

9 **F. Continuing Jurisdiction of the Court**

10 Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court
11 shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce
12 compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of
13 the benefits of this Settlement.

14 **G. Limitation on Public Statements About Settlement**

15 Plaintiff's Counsel shall not publicize the settlement on its websites, in
16 advertising/marketing materials or on social media, other than filing documents with the Court. The
17 Parties and their counsel agree that they will not issue any press releases or initiate any contact with
18 the media about the fact, amount, or terms of the settlement. If counsel for any party receives an
19 inquiry about the settlement from the media, counsel may respond only after the request for Court
20 approval of the Settlement has been filed and only by confirming the accurate terms of the
21 Settlement. Nothing in this provision shall prevent Defendants from making any required
22 disclosure.

23 **H. Representations by Plaintiff**

24 Plaintiff acknowledges the following:

- 25 (a) Plaintiff has carefully read and fully understand all of the provisions of this
26 Settlement;

- 1 (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this
2 Settlement and has not been coerced, threatened, or intimidated into executing
3 this Settlement;
4 (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of
5 this Settlement and consult with her attorneys before signing this Settlement.
6 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
7 Plaintiff acknowledges that all parties shall bear their own fees and costs
8 through the conclusion of this action.

9 **I. Representations by Defendants**

10 Defendants acknowledge the following:

- 11 (a) Released Parties have carefully read and fully understand all of the provisions
12 of this Settlement;
13 (b) Released Parties knowingly and voluntarily agree to all of the terms set forth in
14 this Settlement and have not been coerced, threatened, or intimidated into
15 executing this Settlement;
16 (c) Released Parties were advised, and hereby are advised in writing, to consider
17 the terms of this Settlement and consult with their attorney before signing this
18 Settlement.
19 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
20 Released Parties acknowledge that all parties shall bear their own fees and costs
21 through the conclusion of this action.

22
23 AGREED TO BY PLAINTIFF:

24 DATED: December 16, 2021

VERONICA NOLAN, individually and on behalf of
other aggrieved employees

25 *Veronica Nolan*
26 _____
27
28

1 AGREED TO BY DEFENDANTS:

2 DATED: December 15, 2021

BOB BAKER AUTOMOTIVE, INC.

3
4 Kurt Anderson

5 Print Name

6 General Manager/Owner

Title

7 DATED: December 15, 2021

BOB BAKER VOLKSWAGEN

9 Cobi Baker

10 Print Name

11 General Manager/Owner

Title

12
13 DATED: December 15, 2021

BAKER AUTOS, INC.

14
15 Christopher Baker

16 Print Name

17 President/CEO/Owner

Title

18 DATED: December 15, 2021

BAKER CARLSBAD, INC.

19
20 James Watson

21 Print Name

22 General Manager/Owner

Title

23 DATED: December 15, 2021

BOB BAKER ENTERPRISES, INC.

24
25 Wade W. Poulson

26 Print Name

27 General Counsel / Secretary

Title

1 AGREED TO BY DEFENDANTS:

2 DATED: December 15, 2021

BOB BAKER AUTOMOTIVE, INC.

3
4 Kurt Anderson

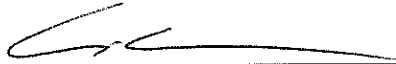
Print Name

5 General Manager/Owner

6 Title

7 DATED: December 15, 2021

BOB BAKER VOLKSWAGEN

8 
9 Cobi Baker

Print Name

10 General Manager/Owner

11 Title

12 DATED: December 15, 2021

BAKER AUTOS, INC.

13
14 Christopher Baker

Print Name

15 President/CEO/Owner

16 Title

17 DATED: December 15, 2021

BAKER CARLSBAD, INC.

18
19 James Watson

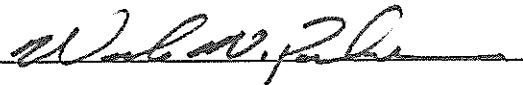
Print Name

20 General Manager/Owner

21 Title

22 DATED: December 15, 2021

BOB BAKER ENTERPRISES, INC.

23 
24 Wade W. Poulson

Print Name

25 General Counsel / Secretary

26 Title

1 AGREED TO BY DEFENDANTS:

2 DATED: December 15, 2021

BOB BAKER AUTOMOTIVE, INC.

3
4 Kurt Anderson

Print Name

5 General Manager/Owner

6 Title

7 DATED: December 15, 2021

BOB BAKER VOLKSWAGEN

9 Cobi Baker

10 Print Name

11 General Manager/Owner

12 Title

13 DATED: December 15, 2021

BAKER AUTOS, INC.

15 Christopher Baker

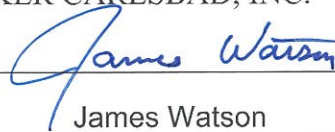
16 Print Name

17 President/CEO/Owner

Title

18 DATED: December 15, 2021

BAKER CARLSBAD, INC.

19 

20 James Watson

Print Name

21 General Manager/Owner

22 Title

23 DATED: December 15, 2021

BOB BAKER ENTERPRISES, INC.

24 

25 Wade W. Poulson

26 Print Name

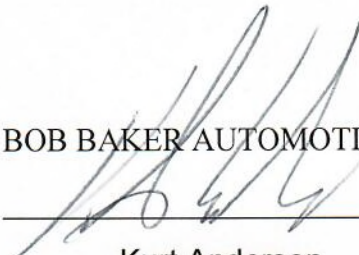
27 General Counsel / Secretary

28 Title

1 AGREED TO BY DEFENDANTS:

2 DATED: December 15, 2021

BOB BAKER AUTOMOTIVE, INC.


Kurt Anderson

Print Name

General Manager/Owner

Title

7 DATED: December 15, 2021

BOB BAKER VOLKSWAGEN

Cobi Baker

Print Name

General Manager/Owner

Title

13 DATED: December 15, 2021

BAKER AUTOS, INC.

Christopher Baker

Print Name

President/CEO/Owner

Title

18 DATED: December 15, 2021

BAKER CARLSBAD, INC.

James Watson

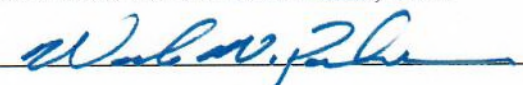
Print Name

General Manager/Owner

Title

24 DATED: December 15, 2021

BOB BAKER ENTERPRISES, INC.


Wade W. Poulson

Print Name

General Counsel / Secretary

Title

1 REVIEWED TO AS TO FORM BY PLAINTIFF'S COUNSEL:

2 DATED: December 6, 2021

3 **FERRARO VEGA EMPLOYMENT**
4 **LAWYERS, INC.**

5 *Nicholas J. Ferraro*

6 _____
7 Nicholas D. Ferraro, Esq.
8 Lauren N. Vega, Esq.
9 Attorneys for Plaintiff

10 REVIEWED TO AS TO FORM BY DEFENDANTS' COUNSEL:

11 DATED: December 22, 2021

12 **OGLETREE, DEAKINS, NASH, SMOAK &**
13 **STEWART, P.C.**

14 
15 _____
16 Spencer C. Skeen, Esq.
17 Tim L. Johnson, Esq.
18 Jesse C. Ferrantella, Esq.
19 Jennifer P. Suberlak, Esq.
20 Attorneys for Defendants
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1 **[PROPOSED] ORDER**

2 The Court has reviewed the papers on file in this action, and the accompanying Joint
3 Stipulation of Settlement and Release of PAGA Claims executed and filed in this Action.

4 **NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS**
5 **FOLLOWS:**

6 1. The Parties' Joint Stipulation of Settlement and Release of PAGA Claims is
7 GRANTED and hereby APPROVED pursuant to Labor Code § 2699(1)(2), according to its terms.

8 2. Plaintiff, Defendant, and the Settlement Administrator are ordered to carry out the
9 terms of the settlement in accordance with the Joint Stipulation of Settlement and Release of PAGA
10 Claims. The terms of the Settlement Agreement are hereby incorporated by reference into this
11 Order.

12 **JUDGMENT**

13 Judgment shall be entered through the filing of this order and judgment. (Code Civ.
14 Proc. § 668.5.) Plaintiff shall take from the operative complaint in this action only the relief set
15 forth in the settlement agreement and this order and judgment. The Court retains jurisdiction over
16 the parties to enforce the terms of the settlement agreement and the final order and judgment.

17
18 **IT IS SO ORDERED.**

19
20 Dated: _____

21 Hon. Cynthia A. Freeland
22 SUPERIOR COURT JUDGE
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