

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Alireza Jahanshahi, Michael Aram, Alex Ali Mogtaderi, Aaron Corcoran, Jeffrey Gootkin and Ramin Pirsaheli (“Plaintiffs”), on behalf of themselves and the other Aggrieved Employees (as defined below), and as a private attorney general on behalf of the State of California pursuant to Labor Code section 2699 et seq., the Private Attorney General Act, on the one hand, and defendants BHP Holding Partners, Ltd., dba Beverly Hills Porsche, Cranbrook Partner, Inc. and Geoffrey Emery (“Defendants”), on the other hand. The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

This Agreement, and the settlement embodied herein, shall be binding on Plaintiffs, the Aggrieved Employees they represent, the State of California, and on the Defendants, subject to the approval of the Court.

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendants captioned *Jahanshahi, et al. v. BHP Holding Partners, Ltd., et al.*, Case No. 21STCV13092, initiated on April 6, 2021 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Analytics Consulting LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendants in California and classified as a salesperson, (which includes an internet salesperson), or a person with the equivalent position, who worked for Defendants during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.

- 1.8. “Defense Counsel” means Theresa J. Macellaro, Esq., The Macellaro Firm, P.C. and Christian J. Scali, Esq., Scali Rasmussen, PC.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final (1) when the period for filing any appeal, writ or other appellate proceeding has lapsed; (2) when any appeal, writ, or other appellate proceeding opposing the Judgment has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (3) when any appeal, writ, or other appellate proceeding has upheld the Court’s Judgment with no right to pursue further remedies or relief.
- 1.10. “Gross Settlement Amount” means Seventy Five Thousand Dollars and No Cents (\$75,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, any PAGA enhancement payments to the named Plaintiffs, and the Administrator’s Expenses Payment.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.13. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.14. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, any PAGA enhancement payments to the named Plaintiffs, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.15. “PAGA Counsel” means Alireza Alivandivafa, Esq. and Azad M. Marvazy, Esq., Light Law Group, APC, the attorneys representing the Plaintiffs in the Action.
- 1.16. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.17. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

- 1.18. “PAGA Period” means the period from February 3, 2020 to the date of the Court Approval, or such earlier date as is established pursuant to Paragraph 4.1 below.
- 1.19. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.20. “PAGA Notice” means Plaintiffs’ July 31, 2020 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$9,457.75) and the 75% to LWDA (\$28,373.25) in settlement of PAGA claims.
- 1.22. “Plaintiffs” means Alireza Jahanshahi, Michael Aram, Alex Ali Mogtaderi, Aaron Corcoran, Jeffrey Gootkin and Ramin Pirsaheli, the named plaintiffs in the Action.
- 1.23. "Approval Order" means the proposed Court Order Granting Approval of this PAGA Settlement.
- 1.24. “Released PAGA Claims” means the claims being released by the Plaintiffs as described in Paragraph 5 below.
- 1.25. “Released Parties” means: Defendants, and each of them, and each of their respective former and present directors, officers, employees, representatives, board members, partners, shareholders, owners, members, parent companies, managers, attorneys, insurers, predecessors, successors, assigns, subsidiaries, related entities, affiliates, independent contractors, agents, trustees, heirs, estate, legal representatives, executors, administrators and agents.
- 1.26. “Settlement” means the disposition of the Action effected by this Agreement and the Order thereon.
- 1.27. “Defendants” means named defendants BHP Holding Partners, Ltd., dba Beverly Hills Porsche, Cranbrook Partner, Inc. and Geoffrey Emery.

2. RECITALS.

- 2.1. On April 6, 2021, Plaintiffs commenced this Action by filing a Complaint alleging causes of action against Defendants for Private Attorneys General Act (Labor Code § 2698, et seq.), and other non-PAGA causes of action. On April 8, 2021, Plaintiffs filed a First Amended Complaint alleging causes of action against Defendants for Private Attorneys General Act (Labor Code § 2698, et seq.), based on allegations that Defendants (1) failed to pay overtime compensation, (2) failed to pay minimum wages, (3) failed to provide meal breaks, (4) failed to provide rest periods, (5) failed to provide accurate itemized wage statements, (6) failed to pay all wages each pay period, (7) failed

to pay all wages due upon termination, (8) failed to indemnify for necessary expenditures, (9) failed to keep accurate payroll records of daily hours worked and (10) owed waiting time penalties, among other allegations (and other non-PAGA causes of action which Plaintiffs have since dismissed). The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On February 3, 2022, the Parties participated in an all-day mediation presided over by Steven Serratore, Esq. which led to this Agreement to settle the Action, which was negotiated in light of all known facts and circumstances, including the difficulty of proving some of Plaintiffs’ claims, the facts and defenses asserted by Defendants, the recent U.S. Supreme Court decision, and the uncertainty associated with litigation, among other things.
- 2.4. Prior to and throughout the mediation, Plaintiffs obtained, through informal discovery, documents pertaining to Defendants’ policies and procedures, timesheets, pay plans, paystubs and other payroll records, reimbursement checks for business expenses, arbitration agreements and declarations, among other things.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay Seventy Five Thousand Dollars and No Cents (\$75,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. Under no circumstances will Defendants be required to pay more than the Gross Settlement Amount to obtain the relief provided in this PAGA Settlement Agreement and to fully and finally settle and resolve the Action.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty three and a third percent (33.33%) of the Gross Settlement Amount, which is Twenty Five

Thousand Dollars and No Cents (\$25,000); PAGA Counsel Litigation Expenses Payment of not more than Three Thousand Six Hundred Sixty Nine Dollars and No Cents (\$3,669.00); and Five Hundred Dollar (\$500) enhancements to each of the six named Plaintiffs (for a combined total of \$3,000). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for Approval of PAGA Settlement, which will seek approval of, *inter alia*, Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel shall be responsible for taxes owed by PAGA Counsel, if any, on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed Five Thousand Five Hundred Dollars and No Cents (\$5,500.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,500.00, the Administrator will retain the remainder in the Net Settlement Amount. To the extent the Administration Expenses are more, they shall be paid from the Gross Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$37,831.00 to be paid from the Gross Settlement Amount, with 75% (\$28,373.25) allocated to the LWDA PAGA Payment and 25% (\$9,457.75) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$9,457.75) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. All employment taxes and other legally required withholdings may be withheld from payments to the Aggrieved Employees, as appropriate. Any and all employer taxes that Defendants normally would be responsible for paying will be paid from the Gross Settlement Amount.

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate that the Aggrieved Employees collectively worked a total of approximately 750 pay periods. If the number of pay periods from February 3, 2020 through the Effective Date exceeds 863, Defendants shall have the option of increasing the Settlement Amount proportionately or, in the alternative, Defendants shall have the option of ending the PAGA Period on the date that is one day before the date the total number of PAGA Pay Periods reaches the 863 cap, which date is anticipated to be December 31, 2022.
- 4.2. Aggrieved Employee Data. Within 30 days after the Defendants are served with the signed Court Order approving this Settlement (either by the Clerk of the Court or by Plaintiff's Counsel, which may be via email to Defendants' Counsel), Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement provided they first also agree to maintain the Aggrieved Employee Data in confidence. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 60 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments (along with the notice of the PAGA Settlement, a copy of which is attached hereto as Exhibit A), the LWDA PAGA Payment, the Administration Expenses Payment, the enhancement payments to Plaintiffs, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and Plaintiffs' enhancement payments shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Such mailing by the Administrator shall be

conclusive evidence of payment of the Individual PAGA Payment to the Aggrieved Employee, and shall satisfy any and all due process requirements. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384, as the entire Net Settlement Amount will be paid out to the Aggrieved Employees. Therefore, Defendants will not be required to pay any interest on said amount. In the event that an Aggrieved Employee's Individual PAGA Payment is distributed to the Controller of the State of California, the terms of this settlement and Release of Claims will nevertheless be binding upon that Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.4.5. No person shall have any claim of any kind whatsoever against any of the Parties, Defense Counsel, and/or Plaintiffs' Counsel, based on distribution of the Net PAGA Settlement funds made in accordance with this PAGA Settlement Agreement by the Administrator.

5 **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs will and hereby do release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and each of their respective former and present spouses, representatives, agents, attorneys, heirs, estates, executors, administrators, successors, and assigns generally, release and discharge Released Parties, and each of them, from: (a) all claims that were, or reasonably could have been, alleged, based on the facts relating to the PAGA claims contained in the Operative Complaint and the PAGA Notice; (b) all claims for penalties arising under PAGA, all claims for civil penalties

relating to allegations of: minimum wage and overtime violations (Cal. Lab. Code §§ 510, 558, 1194, 1197, 1197.1, 2699), meal and rest period violations (Cal. Lab. Code §§ 226.7, 512, 558, 1198, Wage Order 7-2001, 2699), untimely payment of wages and failure to pay wages due (Cal. Lab. Code § 201, 202, 203, 204, 210, 558), inaccurate wage statements (Cal. Lab. Code §§ 226, 226.3, 1174), record keeping violations (Cal. Lab. Code §§ 1174, 1198, 2699), failure to indemnify for necessary expenditures (Cal. Lab. Code §§ 2802, 2699); and (c) all costs and attorney's fees related thereto ("Plaintiffs' Release"). Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party."

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, estates, executors, administrators, successors, and assigns, the Released Parties, and each of them, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

6 **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare, deliver to Defense Counsel for comment, if any, to be provided within seven (7) days, and thereafter file all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)). Plaintiffs are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiffs are responsible for delivering the Court's Preliminary Approval to the Administrator.

6.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7 SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Analytics Consulting LLC to serve as the Administrator and verified that, as a condition of appointment, Analytics Consulting LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8 **No Right to Opt-Out or Object.** The Parties agree there is no right for any Aggrieved Employee to object, opt out, or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the Settlement by the Court. This Agreement shall not be subject to collateral attack by any Aggrieved Employee. Such prohibited collateral attack shall include, but will not be limited to, claims that the Aggrieved Employee failed, for any reason, to timely receive his or her Individual PAGA Payment.

9 **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after dismissal with prejudice of the Action, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such other matters as are permitted by law. This shall not be deemed a waiver of Defendants' position that the

arbitration agreements executed by Plaintiffs and the other Aggrieved Employees are binding and enforceable.

- 9.1 Waiver of Right to Appeal. To the fullest extent possible, the Parties and their respective counsel waive any and all rights to appeal from the order approving this Settlement or entry of dismissal, including all rights to file motions to vacate or set aside the order approving the Settlement, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Order approving the Settlement, the Parties' obligations to perform under this Agreement will be suspended and the Administrator shall not issue any checks until such time as the appeal is finally resolved and the Order approving the Settlement becomes final.
- 9.2 Request for Dismissal. Plaintiffs will submit an order to be entered by the Court dismissing the Action with prejudice. The request for dismissal will be submitted concurrently with the documents asking the Court to approve the settlement, retaining jurisdiction pursuant to C.C.P. §664.6.

10 ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants, or any of them, have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, including the right to enforce the Arbitration Agreements, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement), and the Parties themselves agree not to introduce, use or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose.
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. None of the Parties hereto has made any statement, representation, or warranty related to the PAGA claims, except as expressly set forth herein, which has been relied upon by any

other Party or which served as an inducement for any other Party to enter into this PAGA Settlement.

- 10.3 Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement. The individuals signing this agreement represent and warrant that they are authorized to execute this agreement and to take all appropriate action required and permitted to be taken by this agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. The Parties shall also execute such further documents, instruments and agreements, and do or perform such further acts or things, as shall be necessary or appropriate or reasonably requested by any other Party hereto in order to give full effect to all of the purposes and provisions of this Agreement.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement. None of the rights, commitments, or obligations recognized under this agreement may be assigned by any Aggrieved Employee without the express written consent of Defendants and their counsel herein.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Notwithstanding the fact that this PAGA Settlement Agreement will be submitted to the Court for approval, Plaintiffs acknowledge that they and their counsel shall not publicize, and they and their counsel shall not post on websites or social media or elsewhere anything about the Complaint, the Action or this Settlement, and further agree that no disclosures shall be made to any publication or reporting service regarding settlements or verdicts, and represent and warrant that they have not previously done so. Notwithstanding the above, Plaintiffs and their counsel are permitted to submit, upload, and or file all documents to the Labor and Workforce Development Agency as required.
- 10.12 Use and Destruction of Aggrieved Employee Data. Information provided to Plaintiffs, including information provided to PAGA Counsel, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants and/or Defense Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall cause to be destroyed all paper and electronic versions of Aggrieved Employee Data received from Defendants and/or Defense Counsel.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Alireza Alivandivafa, Esq.
1925 Century Park East, Suite 800
Los Angeles, CA 90067
aalivandi@gmail.com

and

Azad M. Marvazy, Esq.
LIGHT LAW GROUP, APC
1925 Century Park East, Suite 800
Los Angeles, CA 90067
marvazy@gmail.com

To Defendants:

Theresa J. Macellaro, Esq.
THE MACELLARO FIRM, P.C.
1748 Preuss Road
Los Angeles, California 90035
tmacellaro@macellarolaw.com; tjmesq@hotmail.com

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Representation re Decedent. Plaintiffs represent and warrant that Maria A. Leo is the sole heir, sole beneficiary, sole personal representative and sole successor in interest to Jeffrey Gootkin (the “Decedent”), duly qualified as such, with the absolute right to be substituted into this action in the place of the Decedent; (2) there is no proceeding now pending in California or elsewhere for administration of the Decedent’s estate; (3) Maria A. Leo is the Decedent’s successor in interest and succeeds to the Decedent’s interest in this action; (4) Maria A. Leo is authorized to act on behalf of the Decedent’s successor in interest with respect to the Decedent’s interests in this action; and (5) no other person has a superior right to commence an action on behalf of the Decedent or to be substituted for the Decedent in the pending action. Plaintiffs will take all steps deemed necessary by the Court with respect to Decedent. Plaintiffs, and each of them, shall indemnify, defend and hold the Released Parties harmless in the event anyone brings an action against the Released Parties for any of the claims released by this Agreement that were held at any time by Jeffrey Gootkin.

10.18 Attorneys' Fees and Costs. Except as expressly provided herein, Defendants and Plaintiffs shall each bear their own attorneys' fees and costs. Nothing in the PAGA Settlement, nor the existence of the PAGA Settlement, shall be interpreted to render Plaintiffs as the prevailing party for any purpose, including, but not limited to, an award of attorneys' fees, expert witness fees, consultant fees, and/or costs.

10.19 No Duress. Plaintiffs acknowledge that they have read this Settlement, that they fully understand their rights, privileges and duties under the Settlement, and enter into this Settlement freely and voluntarily, and without duress. Plaintiffs further acknowledge that they have had the opportunity to consult with their attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

I, having read the foregoing agreement and knowing the contents thereof, am executing this Settlement and Release after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: Dec 9, 2022

Ali Reza Jahanshahi

ALIREZA JAHANSHAH

Dated: Dec 9, 2022

Michael Aram

MICHAEL ARAM

Dated: Dec 9, 2022

Alex Mogtaderi

ALEX ALI MOGTADERI

Dated: Dec 11, 2022

Aaron corcoran

AARON CORCORAN

Dated: Dec 12, 2022

Maria A Leo

MARIA A. LEO FOR JEFFREY GOOTKIN

Dated: Dec 9, 2022

Ramin Pirsaheli

RAMIN PIRSAHELI

Dated: 12.16.22

Jeff D. Emery
FOR BHD HOLDING PARTNERS, LTD.

Dated: 12.16.22

Jeff D. Emery
FOR CRANBROOK PARTNER, INC.

Dated: 12.16.22

Jeff D. Emery
GEOFFREY EMERY

APPROVED AS TO FORM:

Dated: 12/12/22

LIGHT LAW GROUP



By: Azad M. Marvazy
Attorney for Plaintiffs and Aggrieved Employees

Dated: 12/12/2022



Alireza Alivandivafa
Attorney for Plaintiffs and Aggrieved Employees

Dated: 12/13/2022

SCALI RASMUSSEN, PC



Christian Scali
Attorneys for Defendants

Dated: 12/17/22

THE MACELLARO FIRM, P.C.



Theresa Macellaro
Attorneys for Defendants

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Enclosed please find a check in the amount of \$____. You are receiving this check as part of the resolution of a lawsuit brought against BHP Holding Partners, Ltd., Cranbrook Partner, Inc. and Geoffrey Emery (collectively, “Defendants”), by former employees on behalf of the State of California under the California Private Attorneys General Act of 2004 (“PAGA”). (Los Angeles County Case No. 21STCV13092.) The check represents payment of disputed penalties under PAGA. Defendants dispute and deny all allegations of wrongdoing, and no court has ruled that Defendants engaged in any wrongdoing. Defendants have voluntarily agreed to resolve this matter to avoid the time and expense of litigation. The enclosed check constitutes your portion of the Court-approved settlement.