

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement ("Agreement ") is made by and between Joshua Pesavento and James Carr ("Plaintiffs"), on behalf of themselves and as proxies/agents for the California Labor and Workforce Development Agency ("LWDA"), and Burger Auto Group, LLC ("Defendant") to settle and resolve Plaintiffs' lawsuits for civil penalties pursuant to California Labor Code § 2698, *et seq.* ("PAGA") filed against Defendant. Plaintiffs and Defendant are collectively referred to herein as the "Parties " and each may be individually referred to as a "Party." This Agreement is made in consideration of the following facts:

A. WHEREAS, Plaintiff Pesavento filed an action currently pending in the San Diego County Superior Court, entitled *Joshua Pesavento v. Burger Auto Group, LLC, et al.*, Case No. 37-2020-00015742-CU-OE-CTL (the "Pesavento Lawsuit"), alleging a single cause of action for "Violations of the California Labor Code Private Attorneys General Act at Labor Code §§ 2698 et seq." Plaintiff Pesavento's PAGA Action is brought on behalf of all non-exempt individuals employed by Defendant in California who worked at any time from March 22, 2019 through October 28, 2021 or the date upon which the Court grants approval of this proposed settlement, whichever is later (the "PAGA Period"). These employees are hereinafter referred to as the "Aggrieved Employees."

B. WHEREAS, on November 13, 2020, Plaintiff Carr filed an action currently pending in the San Diego Superior Court, entitled *James Carr v. Burger Auto Group, LLC, et al.*, Case No. 37-2020-00041521-CU-OE-CTL (the "Carr Lawsuit"), alleging a single cause of action for "Private Attorneys General Act, Labor Code § 2698 et seq." Plaintiff Carr's PAGA Action is brought on behalf of all non-exempt individuals employed by Defendant in California who worked at any time from September 9, 2019 to the present. Collectively the Pesavento Lawsuit and the Carr Lawsuit are referred to as "the Lawsuits."

C. WHEREAS, on March 11, 2021, Plaintiff Carr amended his Complaint to include individual claims for: (1) Wrongful Termination; (2) Retaliation; (3) Unpaid Overtime; (4) Unpaid Minimum Wages; (5) Unpaid Rest Period Premiums; (6) Unpaid Meal Period Premiums; (7) Failure to Provide Accurate Wage Statements; (8) Final Wages Not Timely Paid; and (9) Violation of California Business and Professions Code § 17200, et seq.

D. WHEREAS, on October 1, 2021, Hon. Timothy Taylor granted Defendant's Motion to Compel Arbitration and Stay the PAGA Representative Action in the Carr Lawsuit and compelled Plaintiff Carr's individual causes of action to binding arbitration and stayed the PAGA cause of action pending the outcome of arbitration.

E. WHEREAS, on December 16, 2020, Defendant and Plaintiff Pesavento participated in mediation with mediator Louis Marlin. The Parties continued settlement negotiations after mediation and reached a settlement in principle for the global resolution of all claims including the Carr and Pesavento PAGA claims and Plaintiff Carr's individual claims for damages. Defendant and Plaintiff Carr will execute a separate, confidential settlement agreement for Plaintiff Carr's individual settlement, which includes a general release of claims by Plaintiff Carr.

F. WHEREAS, Defendant denies all of the allegations in the Pesavento Lawsuit and the Carr Lawsuit and denies it has committed any misconduct, statutory or regulatory violation, or wrongdoing. The Parties agree that neither the Parties' settlement, this Agreement, nor the acts to be performed or judgments to be entered pursuant to the terms of this Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Pesavento Lawsuit and the Carr Lawsuit.

G. WHEREAS, the Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of the claims alleged in the Lawsuits, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Lawsuits.

H. WHEREAS, the Parties have reached a settlement of the claims in the Lawsuits after extensive, arms-length negotiations in a private mediation and month's of negotiation thereafter, taking into account all relevant factors, present and potential.

I. WHEREAS, California Labor Code section 2699(1)(2) requires Court review and approval of any settlement of a civil action filed pursuant to PAGA. The Parties agree that the PAGA causes of action in the Lawsuits are not subject to class certification requirements under Code of Civil Procedure Section 382.

THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. EFFECTIVE DATE: The effective date of this settlement ("Effective Date") shall be the date the Court signs the order approving the PAGA Settlement ("Approval Order").

2. RELEASE OF CLAIMS: Upon the Funding Date, Plaintiffs, on behalf of themselves and the State of California, and the Aggrieved Employees shall fully release and forever discharge the claims alleged in the Lawsuits arising during the PAGA Period for civil penalties under PAGA that were asserted or could have been asserted based on the facts alleged in the operative Complaint, including claims that Defendant is liable for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to pay an additional hour of premium pay for alleged meal period or rest period violations at employees' regular rates of compensation, failure to provide accurate wage statements, failure to maintain accurate records, failure to pay all wages owed during and at the end of employment, failure to pay for all earned and unused and accrued vacation time, failure to provide the amount of sick leave available, or paid time off leave provided in lieu of sick leave and failure to accurately include such information on itemized wage statements, unlawful retaliation against Plaintiff Carr and termination of Plaintiff Carr's employment, or violations of unfair competition law where the foregoing claims arise under Labor Code § 2698, *et seq.*, for the alleged violations of the California Labor Code, including but not limited to sections 98.6, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245.5, 246, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2804, and all applicable Wage Orders, ("Released Claims"), against Defendant and its past, present, and future owners, parents, subsidiaries, and all of its current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, successors, assigns, accountants, insurers, or legal representatives ("Released

Parties"). Upon entry of the order approving this Agreement and judgment entered thereon, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing any and all of the Released Claims that arose during the PAGA Period.

3. CONSOLIDATED COMPLAINT AND SETTLEMENT APPROVAL BY COURT: Plaintiffs are represented by JCL Law Firm, Zakay Law Group, APLC, Payne Nguyen, LLP, and Harlan Law, PC ("Plaintiffs' Counsel"). The Parties agree to file a stipulation to consolidate the Pesavento Lawsuit and the Carr Lawsuit. After the Lawsuits have been consolidated, Plaintiffs' Counsel shall prepare and file a joint stipulation or motion for approval of the PAGA settlement pursuant to California Labor Code § 2699(1). Plaintiffs' Counsel shall also provide appropriate and timely notice to the LWDA of the settlement.

4. NOTICE TO AGGRIEVED EMPLOYEES:

4.1 No later than twenty (20) business days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees containing each Aggrieved Employee's (1) name; (2) last known home address; (3) number of pay periods as an Aggrieved Employee during the PAGA period; and (4) social security number ("Employee List").

4.2 No later than thirty (30) business days after receipt of the Employee List from Defendant, the Settlement Administrator will mail settlement checks and a letter explaining why the check is being sent, substantially in the form attached hereto as **Exhibit A** ("Notice"), to the Aggrieved Employees identified on the Employee List. Prior to mailing the Notices, the Settlement Administrator shall check the addresses provided using the National Change of Address database. Should any of the Notices be returned as undeliverable, the Settlement Administrator will promptly attempt to locate the Aggrieved Employee by performing an additional skip trace and shall re-mail the Notice and settlement check no later than ten (10) calendar days following receipt of the undeliverable Notice.

5. SETTLEMENT PAYMENT PROCEDURES:

5.1 **Gross PAGA Settlement Fund.** Within twenty (20) business days after the date the Court signs the Approval Order, and in exchange for the Release set forth in Paragraph 2 above, Defendant shall make a payment to an account designated by the Settlement Administrator in the amount of One Hundred and Sixty Thousand Dollars and Zero Cents (\$160,000.00) ("Gross PAGA Settlement Fund") which shall be all inclusive, encompassing (i) all payments to the LWDA and Aggrieved Employees; (ii) costs of third party administration of the settlement; (iii) all attorneys' fees and costs; and (iv) Plaintiffs' service awards ("Funding Date").

5.2 **Attorneys' Fees and Costs.** Defendant will not oppose a request by Plaintiffs for attorneys' fees of up to forty percent (40%) of the Gross Settlement PAGA Fund, currently equal to Sixty-Four Thousand Dollars (\$64,000.00) ("Attorney Fee"), and costs ("Attorney Cost") as compensation for the reasonable attorneys' fees and costs incurred in connection with the work performed to litigate the Lawsuits (collectively, "Attorney Fee/Cost Payment"). The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs' Counsel for their respective share of the Attorney Fee/Cost Payment.

5.3 Settlement Administration Costs. Defendant will not oppose a request for reimbursement of costs associated with the administration of the Settlement to be paid to the Settlement Administrator ("Administration Costs").

5.4 Plaintiffs' Service Awards. Defendant will not oppose a request for a service award for Plaintiff Pesavento, in recognition of Pesavento's efforts in bringing and assisting in the Lawsuits, the amount of Five Thousand Dollars (\$5,000.00) ("Service Award"). Plaintiff Carr will not receive a service award paid out of the Gross PAGA Settlement Fund. All payments to Carr will be reflected in the separate Settlement Agreement of his individual claims. The Service Award payment to Plaintiff Pesavento will be made on a 1099 basis.

5.5 Net PAGA Settlement Fund. The remaining funds after the Court-approved amounts allocated to the Attorney Fee/Cost Payment, Administration Costs, and Plaintiffs' Service Awards have been deducted from the Gross PAGA Settlement Fund will be referred to as the "Net PAGA Settlement Fund."

5.5.1 The Net PAGA Settlement Fund shall be allocated as follows: A total of seventy-five percent (75%) of the Net PAGA Settlement Fund shall be paid to the LWDA ("LWDA Payment"). The remaining twenty-five percent (25%) of the Net PAGA Settlement Fund ("Aggrieved Employee Fund") shall be payable to the Aggrieved Employees, and each Aggrieved Employee shall receive a pro rata share of this amount as further detailed in Paragraph 5.6, below.

5.6 Allocation of Aggrieved Employee Fund. Each Aggrieved Employee shall be sent a pro rata share of the Aggrieved Employee Fund ("Individual Settlement Shares") based on the number of pay periods that he or she worked for Defendant in the State of California during the PAGA Period ("Qualifying Pay Periods "). The Individual Settlement Shares shall be calculated as follows:

- First, each Aggrieved Employee's number of Qualifying Pay Periods will be divided by the total number of Qualifying Pay Periods for all Aggrieved Employees, and the resulting figure will be referred to as the "Multiplier."
- Second, each Aggrieved Employee's Multiplier will be applied to the Aggrieved Employee Fund to calculate each employee's dollar share of the Aggrieved Employee Fund.

5.7 Distribution and Taxes. No later than thirty (30) business days after receipt of the Employee List from Defendant, the Settlement Administrator shall distribute the Notice and a check to each Aggrieved Employee in the amount of that employee's Individual Settlement Share, and a check in the amount of the LWDA Payment to the LWDA. The Notice sent with the checks to the Aggrieved Employees shall be in substantially the same form as, and contain the same language as, the Notice letter attached hereto as Exhibit A, subject to Court approval. Each Individual Settlement Share, which constitutes payment for civil penalties, shall 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. Within twenty (20) calendar days of distributing all payments required under this Agreement, the Settlement Administrator shall provide to Plaintiffs' Counsel and Defendant's Counsel written confirmation verifying that it effected disbursement of the Gross PAGA Settlement Fund pursuant to the terms of this Agreement.

Nothing in this Agreement is intended to constitute legal advice regarding federal, state and/or local tax obligations. Neither Plaintiffs nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Agreement. To the extent that this Agreement or any of its attachments is interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used by any person for the purpose of avoiding penalties under the Internal Revenue Code.

5.8 Expiration of Settlement Checks. Settlement checks issued to Aggrieved Employees pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are issued by the Settlement Administrator. After the expiration of the check cashing period, the Settlement Administrator shall remit any unclaimed funds to the California Unclaimed Property Fund maintained by the California State Controller's Office with an identification of the Aggrieved Employees and the amounts allocated to each.

5.9 Disputes Relating to Settlement Administration. Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court.

5.10. Effect of Judgment: Upon the Court's entry of the Approval Order and judgment, the Parties agree that the Lawsuits will be disposed of.

6. IMPACT OF NON-APPROVAL BY COURT: Should the Court not approve the Agreement, the Parties shall request leave and work jointly to make reasonable efforts to remedy the Agreement in order to obtain the Court's approval. If the Parties cannot resolve the issues identified by the Court in denying approval, the Parties shall be restored to their litigation positions as of October 28, 2021. In order for the Parties to be restored to their litigation positions as of October 28, 2021, either party shall file a written notice with the Court detailing the reasons why any Court identified issues cannot be resolved by reasonable efforts. The written notice shall be filed no earlier than twenty-one (21) days after the Court enters an order denying approval. If the Court ultimately fails to grant approval after the Parties' joint attempt to remedy the issues, or if the Court's approval is reversed or materially modified on appellate review, the Parties' settlement and this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

7. ENFORCEMENT AND CONTINUING JURISDICTION OF THE COURT: Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over the Lawsuits and over all Parties, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. Except as otherwise provided in this Agreement, in the event that one or more of the Parties to this Agreement institutes any legal action or other proceeding against any

other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

8. REPRESENTATIONS AND WARRANTIES: Each Party to this Agreement also represents and warrants to, and agrees with, each other as follows:

8.1 Each Party has carefully read, knows and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having received independent legal advice from his or its attorneys with respect to the advisability of the settlement provided for herein and the advisability of executing this Agreement.

8.2 Each separately-numbered term of this Agreement is contractual, not merely a recital.

8.3 Each Party has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

9. NO ADMISSION OF WRONGDOING: Defendant denies that it engaged in any unlawful activity, that it failed to comply with the law in any respect, or that it has any liability to anyone under the claims asserted in the Lawsuits. The Parties agree that this Agreement does not constitute an admission by Defendant or any of the Released Parties of any of the matters alleged in the Lawsuits or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiffs, Defendant or any of the Released Parties.

10. NON-EVIDENTIARY USE: Neither this Agreement nor any of its terms nor the settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs, the LWDA, Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Plaintiffs, the LWDA, or any of the Released Parties in any further proceeding in the Lawsuits, except for the purposes of effectuating the settlement pursuant to this Agreement or for Defendant to attempt to establish that an Aggrieved Employee or the LWDA has resolved PAGA claims released through this Agreement.

11. CONFIDENTIALITY: Except as provided below, to the extent necessary to effectuate the Settlement or as required by court or legal process, Plaintiffs and Plaintiffs' Counsel will keep the terms of this Settlement confidential. Neither Plaintiffs nor Plaintiffs' Counsel shall issue a press release, hold a press conference, publish information about the Settlement on any website or through any social media or otherwise publicize the Settlement or communicate its terms (including the amount) in public or in private, other than as necessary to obtain Court approval of

this Settlement and/or unless otherwise ordered by the Court or required by law. The Parties and Plaintiffs' Counsel agree that they will not initiate or have contact with the press, respond to any press inquiry, or have any communication with the press about the Action. Notwithstanding the above, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiffs' Counsel may reference the Lawsuits by name and case number in a declaration establishing adequacy as class or representative counsel.

To permit judicial review and approval of the PAGA Settlement, as required by Labor Code Section 2698, et seq., Plaintiffs' Counsel will file the Settlement with the Court and submit the Settlement to the LWDA as part of the Parties' seeking Court approval of the Settlement, pursuant to Labor Code § 2699(1)(2).

12. CHOICE OF LAW: The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

13. MUTUAL COOPERATION: Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

14. SEVERABILITY: If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions.

15. SUCCESSORS: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, assigns, administrators and successors.

16. COOPERATION IN DRAFTING: Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied in any action relating to, connected to, or involving this Agreement.

17. COUNTERPARTS AND SIGNATURES: This Agreement may be executed in counterparts. A signature by way of facsimile or email shall serve as an original for all purposes.

18. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by Plaintiffs and an authorized officer of Defendant.

19. SUBMISSION TO LWDA: Pursuant to Labor Code section 2699(1)(2), this Agreement will be submitted to the LWDA at the same time that it is submitted to the Court.

20. NOTICES: All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail, to the undersigned persons at their respective addresses as set forth herein:

Counsel for Plaintiffs:
Jean-Claude Lapuyade
JCL LAW FIRM
3990 Old Town Avenue, Ste C204
San Diego, CA 92110

Shani O. Zakay
ZAKAY LAW GROUP, APLC
5850 Oberlin Dr., Ste 230A
San Diego, CA 92121

Cody Payne
Kim Nguyen
PAYNE NGUYEN, LLP
4640 Admiralty Way, Suite 500
Marina del Rey, California 90292

Jordon R. Harlan
HARLAN LAW, PC
2404 Broadway, 2nd Floor
San Diego, California 92102

Counsel for Defendant:
FISHER & PHILLIPS LLP
Christopher Hoffman
Amy Lessa
Kathryn Evans
4747 Executive Drive, Suite 1000
San Diego, CA 92121

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement as of the date set forth below.

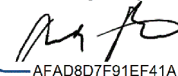
Dated: 12/15/2021

JOSHUA PESAVENTO

By: _____

Joshua Pesa

DocuSigned by:


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[SIGNATURES CONTINUED ON NEXT PAGE]

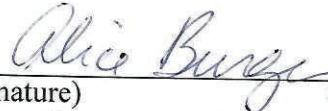
Dated: 12 / 14 / 2021

JAMES CARR

By: 
James Carr

Dated: 12/22/21

BURGER AUTO GROUP, LLC

By: 
(Signature)
Alice Burger
(Printed Name)
PRESIDENT
(Title)

APPROVED AS TO FORM AND CONTENT:

Dated: December 1, 2021

JCL LAW FIRM

By: 
Jean-Claude Lapuyade
Attorney for Plaintiffs

Dated: December 1, 2021

ZAKAY LAW GROUP, APLC

By: 
Shani Zakay
Attorney for Plaintiffs

Dated: _____

PAYNE NGUYEN, LLP

By: _____
Cody Payne
Kim Nguyen
Attorney for Plaintiffs

Dated: 12 / 14 / 2021

JAMES CARR

By: 
James Carr

Dated: _____

BURGER AUTO GROUP, LLC

By: _____
(Signature)

(Printed Name)

(Title)

APPROVED AS TO FORM AND CONTENT:

Dated: December 1, 2021

JCL LAW FIRM

By: 
Jean-Claude Lapuyade
Attorney for Plaintiffs

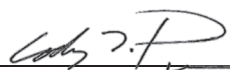
Dated: December 1, 2021

ZAKAY LAW GROUP, APLC

By: 
Shani Zakay
Attorney for Plaintiffs

Dated: December 14, 2021

PAYNE NGUYEN, LLP

By: 
Cody Payne
Kim Nguyen
Attorney for Plaintiffs

Dated: 12 / 14 / 2021

HARLAN LAW, PC

By: 
Jordon R. Harlan
Attorney for Plaintiffs

Dated: December 22, 2021

FISHER & PHILLIPS LLP

By: 
Christopher Hoffman
Amy Lessa
Kathryn Evans
Attorneys for Defendant

EXHIBIT A

<<SETTLEMENT ADMINISTRATOR INFORMATION>>

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment From *Pesavento v. Burger Auto Group, LLC*, San Diego County Superior Court Case No. 37-2020-00015742-CU-OE-CTL and *Carr v. Burger Auto Group, LLC* San Diego County Superior Court Case No. 37-2020-00041521-CU-OE-CTL

Dear <<FIRST NAME>> <<LAST NAME>>:

The San Diego Superior Court (the "Court") has approved a settlement in the above-captioned actions filed by Joshua Pesavento and James Carr ("Plaintiffs") on behalf of themselves and all other allegedly aggrieved employees.

Enclosed you will find a check made payable to you. This is your payment from the settlement of the actions. The actions were filed against Burger Auto Group, LLC ("Defendant") pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (called "PAGA"). The lawsuit was brought on behalf of the State of California and all hourly individuals employed by Defendant who worked at any time from March 22, 2019 to [REDACTED], 2021 ("Settlement Employees"). You are receiving this notice because you have been identified as a Settlement Employee.

The Plaintiffs in the cases claimed that Defendant owed civil penalties under PAGA for certain alleged violations of the California Labor Code. Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Settlement Employee during the PAGA Period. Your individual PAGA payment has been calculated at **\$[AMOUNT PAID TO THIS EMPLOYEE]**. Your payment is enclosed with this Notice. This payment is made on a 1099 basis, and you will be solely responsible for any taxes payable on the amount you received.

The Court has approved the Parties Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Settlement Employees, including you, release Defendant and its past, present, and future owners, parents, subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives from any and all claims, rights, demands, liabilities and causes of action for civil penalties under the California Labor Code Private Attorney General Act, Labor Code §§ 2698 *et seq.* (the "PAGA") alleged in the lawsuit or that could have been pled based on factual allegations pled in the operative complaint in the case, arising during the periods of March 22, 2019 to [REDACTED], 2021, including but not limited

to any PAGA-based claims for claims that Defendant is liable for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to pay an additional hour of premium pay for alleged meal period or rest period violations, failure to provide accurate wage statements, failure to maintain accurate records, failure to pay all wages owed during and at the end of employment, failure to pay for all earned and unused and accrued vacation time, failure to provide the amount of sick leave available, or paid time off leave provided in lieu of sick leave and failure to accurately include such information on itemized wage statements, unlawful retaliation against Plaintiff Carr and termination of Plaintiff Carr's employment, or violations of unfair competition law where the foregoing claims arise under Labor Code § 2698, et seq., for the alleged violations of the California Labor Code, including but not limited to sections 98.6, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245.5, 246, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2804, and all applicable Wage Orders.

The Court has ***not*** made a determination about the merits of Plaintiffs' claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiffs' claims.

Defendant denies Plaintiffs' allegations. Defendant maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter).

TITLE	Settlement Agreement
FILE NAME	SAR.pdf
DOCUMENT ID	0795307b6220623bb494cf46b431ee8c2bde8b80
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

12 / 08 / 2021
12:57:23 UTC-8

Sent for signature to James Carr (jamescarr14864@yahoo.com) and Jordon Harlan (jordon@harlanpc.com) from tlarchmiller@harlanpc.com
IP: 174.79.251.66



VIEWED

12 / 14 / 2021
11:10:33 UTC-8

Viewed by James Carr (jamescarr14864@yahoo.com)
IP: 72.197.240.123



SIGNED

12 / 14 / 2021
11:11:28 UTC-8

Signed by James Carr (jamescarr14864@yahoo.com)
IP: 72.197.240.123



VIEWED

12 / 14 / 2021
11:12:39 UTC-8

Viewed by Jordon Harlan (jordon@harlanpc.com)
IP: 174.79.251.66



SIGNED

12 / 14 / 2021
11:12:49 UTC-8

Signed by Jordon Harlan (jordon@harlanpc.com)
IP: 174.79.251.66



COMPLETED

12 / 14 / 2021
11:12:49 UTC-8

The document has been completed.