

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 235367 NAME: Kevin Mahoney (SBN: 235367) Treana L. Allen (SBN: 302922) FIRM NAME: MAHONEY LAW GROUP, APC. STREET ADDRESS: 249 E. Ocean Blvd., Ste. 814 CITY: Long Beach STATE: CA ZIP CODE: 90802 TELEPHONE NO.: (562) 590-5550 FAX NO.: (562) 590-8400 E-MAIL ADDRESS: kmahoney@mahoney-law.net ATTORNEY FOR (name): Plaintiff Jorge Flores	FOR COURT USE ONLY CASE NUMBER: 30-2016-00854534-CU-OE-CXC
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 West Santa Ana Blvd. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Civil Complex Center	
PLAINTIFF/PETITIONER: Jorge Flores DEFENDANT/RESPONDENT: Tuttle-Click Ford OTHER:	JUDICIAL OFFICER: Hon. William Cluster
PROPOSED ORDER (COVER SHEET)	DEPT: CX-102

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Jorge Flores

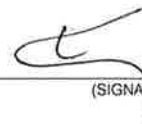
2. Title of the proposed order:
[Proposed] Order Granting Preliminary Approval of Class Action Settlement

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Preliminary Approval of Class Action Settlement
 - b. Date and time: TBD
 - c. Place: Dept. CX-102

4. The proposed order was served on the other parties in the case.

Kevin Mahoney

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
Flores v. Tuttle-Click

CASE NUMBER:
30-2016-00854534-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action**.

a. My residence or business address is (*specify*):
249 E. Ocean Blvd., Ste. 814, Long Beach, CA 90802

b. My electronic service address is (*specify*): jharmon@mahoney-law.net

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):
Christopher Ahearn, Esq. FISHER & PHILLIPS. LLP
2050 Main Street, Ste. 1000 Irvine, CA 92614

b. To (*electronic service address of person served*): cahearn@fisherphillips.com

c. On (*date*): 5/4/18

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 5/4/18

Joel Harmon

(TYPE OR PRINT NAME OF DECLARANT)


(SIGNATURE OF DECLARANT)

1 Kevin Mahoney (SBN 235367)

2 kmahoney@mahoney-law.net

3 Treana L. Allen (SBN 302922)

4 tallen@mahoney-law.net

5 **MAHONEY LAW GROUP, APC**

249 E. Ocean Blvd., Suite 814

Long Beach, California 90802

Telephone: (562) 590-5550

Facsimile: (562) 590-8400

6 Attorneys for Plaintiffs JORGE FLORES, JOSE GUEVARA, and MANUEL DE LA PAZ

7 **CALIFORNIA SUPERIOR COURT**

8 **IN AND FOR THE COUNTY OF ORANGE**

9
10 JORGE FLORES, JOSE GUEVARA, and
11 MANUEL DE LA PAZ, as individuals and
on behalf of all similarly situated employees,

12 Plaintiffs,

13 v.

14 TUTTLE-CLICK FORD, INC., a California
15 Corporation; and DOES 1 through 50,
inclusive,

16 Defendant.

Case No. 30-2016-00854534-CU-OE-CXC

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Assigned for All Purposes to:
Hon. William Claster, Dept. CX-102

Complaint Filed: May 25, 2016

1 The Court, having read and considered the papers filed in support of the motion, the
2 proposed class notice and other documents, having considered the arguments of counsel, and
3 good cause appearing therefore,

4 **IT IS HEREBY ORDERED:**

5 1. The Class Action Settlement Agreement and Stipulation (the "Settlement Agreement")
6 of Defendant TUTTLE-CLICK FORD, INC. ("Defendant") and Plaintiffs JORGE FLORES, and
7 MANUEL DE LA PAZ ("Named Plaintiffs"), attached hereto as Exhibit A, is preliminarily
8 approved as the terms of the Settlement Agreement fall within the range of approval as fair,
9 adequate and reasonable. Based on a review of the papers submitted by Named Plaintiffs, the
10 Court finds that the Settlement is the result of arms-length negotiations conducted after Named
11 Plaintiffs and/or their counsel adequately investigated the claims and become familiar with the
12 strengths and weaknesses of the claims. The assistance of an experienced mediator in the
13 Settlement process supports the Court's conclusion that the Settlement is non-collusive and
14 reasonable. The Settlement is presumptively valid, subject only to any objections that may be
15 raised at the final fairness hearing and final approval by this Court.

16 2. The following persons are conditionally certified as Class Members for Settlement
17 purposes only: Any and all non-exempt hourly-paid employees currently and/or formerly
18 employed at Defendant Tuttle-Click Ford, Inc., who worked as a Technician, Hourly Technician,
19 Lube Technician, Painter Helper, Detailer, Hourly Detailer, Technician Helper, Collision Center
20 Painter, Bodyshop Production, and Production Coordinator at any time during the Class Period
21 from May 25, 2012 through and ending on entry of the Preliminary Approval Order (referred to
22 as the "Class Period"), other than those who opt out of the Settlement.

23 3. The proposed Class satisfies the requirements of a class because the members of the Class
24 are readily ascertainable, and a well-defined community of interest exists in the questions of law
25 and fact affecting the Parties.

26 4. Named Plaintiffs, Jorge Flores and Manuel De La Paza, are appointed as the Class
27 Representative. Kevin Mahoney and Treana Allen of Mahoney Law Group, APC are appointed
28

1 as Class Counsel.

2 5. The Parties' proposed notice plan is constitutionally sound and hereby approved as the
3 best notice practicable. The proposed Notice of Proposed Class Action Settlement ("Class
4 Notice"), attached hereto as Exhibit B, is sufficient to inform Class Members of the terms of the
5 Settlement Agreement, their rights to receive monetary payments under the Settlement
6 Agreement and the date and location of the final approval hearing. In addition, the Class Notice
7 fairly, plainly, accurately, and reasonably informs Class Members of: (1) the nature of the action,
8 the definition of the Class, the identity of Class Counsel, and essential terms of the Settlement;
9 (2) Named Plaintiffs' and Class Counsel's applications for the class representative's
10 enhancement award, and Class Counsel's request for attorneys' fees and litigation costs; (3) a
11 formula used to determine the Class Member's estimated payment; (4) Class Members' rights to
12 appear through counsel if they desire; (5) how to object to the Settlement or submit a request for
13 exclusion from the settlement if a Class Member wishes to do so (the Parties' Request for
14 Exclusion Form is attached hereto as Exhibit C); and (6) how to obtain additional information
15 regarding the action and the Settlement. (California Rule of Court, rule 3.766.) The Court finds
16 that the notice requirements of California Rule of Court, rule 3.769, subd. (f) are satisfied, and
17 that the Class Notice adequately advises Class Members of their rights under the Settlement.
18 Counsel for the Parties are authorized to correct any typographical errors in the Class Notice and
19 make clarifications, to the extent the same are found or needed, so long as such corrections do
20 not materially alter the substance of the Class Notice.

21 6. Phoenix is appointed to act as the Settlement Administrator, pursuant to the terms set
22 forth in the Settlement Agreement. The Settlement Administrator is ordered to carry out the
23 Settlement according to the terms of the Settlement Agreement and in conformity with this
24 Order, including disseminating the Notice Packet according to the notice plan described in the
25 Settlement Agreement.

26 7. The procedures and 30-day deadline for members of the Class to request exclusion from
27 or to object to the Settlement is adopted as described in the Settlement Agreement. Any Class
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1 Member who intends to object to final approval of the Settlement Agreement must submit an
2 objection to the Settlement Administrator by mail in accordance with the Settlement Agreement.
3 Any opposition or reply to an objection or the motion for final approval will be due according to
4 California Code of Civil Procedure section 1005.

5 8. The Parties are ordered to carry out the Settlement according to the terms of the
6 Settlement Agreement.

7 9. The Motion for Final Approval of the Settlement Agreement, including requests to
8 approve the Class Representative Enhancement payment and Class Counsel's request for
9 attorneys' fees and costs, shall be filed and served no later than _____, 2018.

10 10. A final approval hearing will be held on _____, 2018, at 8:30 a.m., to
11 determine whether the Settlement Agreement should be granted final approval as fair,
12 reasonable, and adequate as to the Settlement Class Members. The Court reserves the right to
13 continue the date of the final approval hearing without further notice to the Class Members. The
14 Court retains jurisdiction to consider all further applications arising out of or in connection with
15 the Settlement Agreement.

16 11. In the event the Settlement is not fully and finally approved, or otherwise does not
17 become effective in accordance with the terms of the Settlement Agreement, this Order shall be
18 rendered null and void and shall be vacated, and the Parties shall revert to their respective
19 positions as of before entering into the Settlement Agreement. If the Settlement does not become
20 final for any reason, the fact that the Parties were willing to stipulate to settlement and the
21 circumstances, proceedings and documents related to the proposed settlement and shall have no
22 bearing on, and will not be admissible in connection with litigation, whether through issue
23 preclusion or estoppel or otherwise.

24
25 Dated: _____, 2018

HON. WILLIAM D. CLASTER
JUDGE, ORANGE COUNTY SUPERIOR
COURT

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PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **May 4, 2018**, I served true copies of the following document described as **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**. The documents were served on the interested parties in this action, addressed as follows:

Christopher Ahearn, Esq. Lisa Farris, Esq. FISHER & PHILLIPS, LLP 2050 Main Street, Ste. 1000 Irvine, CA 92614	Attorneys for Defendants, TUTTLE-CLICK FORD Direct: (949) 798-2120 Phone: (949) 851-2424 Facsimile: (949) 851-0152 Email: cahearn@fisherphillips.com
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☒ **By United States Mail:** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the addresses above. I then placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am employed in the county where the mailing occurred. The envelope or package was placed in the mail at Long Beach, CA.

☒ **State:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **May 24, 2018**, at Long Beach, California.


Joel Harmon

EXHIBIT A

MARK J. JACOBS, SBN 208945
mjacobs@fisherphillips.com
CHRISTOPHER M. AHEARN, SBN 239089
cahearn@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

Attorneys for Defendant, TUTTLE-CLICK FORD, INC.

KEVIN MAHONEY, SBN 235367
kmahoney@mahoney-law.net
TREANA L. ALLEN, SBN 302922
tallen@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Blvd., Ste. 814
Long Beach, California 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

Attorneys for Plaintiffs JORGE FLORES, JOSE GUEVARA and MANUEL DE LA PAZ, as individuals and on behalf of all similarly situated employees

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JORGE FLORES and JOSE GUEVARA,
as individuals and on behalf of all similarly
situated employees,

Plaintiffs,

v.

TUTTLE-CLICK FORD, INC., a
California Corporation; and DOES 1
through 50, inclusive,

Defendant.

Case No: 30-2016-00854534-CU-OE-CXC

JOINT STIPULATION OF SETTLEMENT

Assigned for all purposes to:
Hon: William Claster, Dept. CX-102

Complaint Filed: May 25, 2016
Trial Date: None Set

1 This Stipulation of Class Action Settlement and Release is entered into by PLAINTIFF
2 JORGE FLORES, PLAINTIFF JOSE GUEVARA, and PLAINTIFF MANUEL DE LA PAZ, on
3 the one hand, and Defendant TUTTLE-CLICK FORD, INC. on the other.

4 WHEREAS, Plaintiff JORGE FLORES is an employee of Defendant TUTTLE-CLICK
5 FORD, INC., and Plaintiff JOSE GUEVARA and Plaintiff MANUEL DE LA PAZ were
6 employees of Defendant TUTTLE-CLICK FORD, INC.;

7 WHEREAS, on or about May 25, 2016, Plaintiffs JORGE FLORES and JOSE
8 GUEVARA filed a "Class Action Complaint for Damages, Injunctive Relief and Restitution" in
9 the Superior Court of California, County of Orange, thereby initiating civil action No. 30-2016-
10 00854534-CU-OC-CXC in such Court;

11 WHEREAS, on or about December 13, 2016, Plaintiffs JORGE FLORES and JOSE
12 GUEVARA filed a "First Amended Collective Class Action Complaint" in such civil action,
13 which also added Plaintiff MANUEL DE LA PAZ as a Plaintiff;

14 WHEREAS, the claims of Plaintiff JOSE GUEVARA were compelled by the Court to
15 individual arbitration (currently pending before the Judicial Arbitration and Mediation Service,
16 Hon. Gail Andler presiding), except his claim pursuant to the California Labor Code Private
17 Attorneys General Act of 2004, which remains pending in the aforementioned civil action;

18 WHEREAS, the claims of Plaintiff JOSE GUEVARA are being resolved in a separate
19 agreement, which will be contingent upon the Court's final approval of this settlement, whereby
20 Plaintiff JOSE GUEVARA has agreed to dismiss, with prejudice, all claims in this action,
21 including his claims pursuant to the California Labor Code Private Attorneys General Act of
22 2004;

23 WHEREAS, the claims of Plaintiff JORGE FLORES were not compelled by the Court
24 to individual arbitration, and the Court's decision in such regard is currently the subject of an
25 appeal initiated by Defendant TUTTLE-CLICK FORD, INC., (currently pending in the Court of
26 Appeal of the State of California, Fourth Appellate District, Division Three, case no. G054456);

27 WHEREAS, to avoid the risks and costs inherent in further litigating the aforementioned
28 matters, the parties thereto desire to fully and completely settle all claims that were or could have

1 been brought in such proceedings;

2 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the
3 undersigned Parties, subject to the approval of the Court, that the settlement of this civil action
4 and all related proceedings shall be effectuated upon and subject to the following terms and
5 conditions.

6 **1. DEFINITIONS**

7 The following defined terms used in this Joint Stipulation of Settlement (and Exhibits
8 thereto) will have the meanings given them below.

9 1. Action. “Action” or “Lawsuit” shall mean the civil action currently pending in
10 the Superior Court of the State of California for the County of Orange, entitled *Jorge Flores, et*
11 *al. v. Tuttle-Click Ford, Inc.*, Case No. 30-2016-00854534-CU-OE-CXC, as well as the appellate
12 proceeding currently pending in the Court of Appeal of the State of California, Fourth Appellate
13 District, Division Three, Case No. G054456.

14 2. Agreement. “Agreement” or “Settlement” means this Joint Stipulation of
15 Settlement.

16 3. Class. “Class,” “Class Members,” “Settlement Class,” or “Settlement Class
17 Members” shall mean the class and/or classes of persons who were employed by Defendant in
18 the State of California during the time period from May 25, 2012 through the Date of Preliminary
19 Approval, and who Named Plaintiffs claimed in the Complaint should be certified as a class
20 pursuant to law and/or who the Named Plaintiffs should be permitted to represent pursuant to
21 PAGA. The Class shall include all persons so employed by Defendant in the following positions:
22 Technician, Hourly Technician, Lube Technician, Painter Helper, Detailer, Hourly Detailer,
23 Technician Helper, Collision Center Painter, Bodyshop Production, and Production Coordinator

24 4. Class Administrator. “Class Administrator” means Phoenix Settlement
25 Administrators, a third-party jointly selected by the Parties to provide notice to the Class and
26 perform other duties of Settlement administration as provided in this Agreement. “Class
27 Administrator” also means any subsequent such third party who the Parties may stipulate (subject
28 to Court approval) shall assume such duties.

1 5. Class Administrator Declaration. “Class Administrator Declaration” shall mean
2 a declaration attesting, in detail, to the steps taken through the date of such declaration in
3 performing the Class Administration Duties, that the procedures contemplated in Sections 2.5
4 through 2.7 below are complete, and that the Class Administrator has all information needed to
5 perform any remaining Class Administration Duties, including calculation of the amounts of each
6 Eligible Class Member’s Eligible Class Member Shares, once the amounts of the other
7 components of the Gross Settlement Fund are determined by the Court on Final Approval.

8 6. Class Administrator Declaration of Payment. “Class Administrator Declaration
9 of Payment” shall mean the Class Administrator’s declaration made pursuant to Section 2.15
10 below.

11 7. Class Administration Costs. “Class Administration Costs” shall mean the fees
12 and expenses reasonably and necessarily incurred by the Class Administrator as a result of
13 performing the Class Administration Duties. Class Administration Costs shall be paid from the
14 Gross Settlement Fund. Based on an estimate provided by the Class Administrator based on
15 presently and reasonably available information, the Parties stipulate that Class Administration
16 Costs shall be up to \$6,000. Should any actual Class Administration Costs turn out to be less
17 than the projected amount, the Parties agree that the savings will revert to the Net Settlement
18 Fund, to be distributed to Eligible Class Members as part of their Eligible Class Member Shares.
19 Should any actual reasonable and necessary Class Administration Costs be more than the above
20 estimated amount, and the Parties stipulate that the Class Administrator should be paid such
21 amounts, and the Parties will apply to the Court for an adjustment, with any additional Class
22 Administration Costs to be paid from the Gross Settlement Fund, accompanied by a
23 corresponding reduction in other another element or other elements of the Gross Settlement Fund
24 (including, if necessary, the Net Settlement Fund), to be approved by the Court as part of Final
25 Approval.

26 8. Class Administration Duties: “Class Administration Duties” shall mean the duties
27 of the Class Administrator as set forth in this Agreement and as may be ordered by the Court.

28 9. Class Certification. “Class Certification” shall mean certification of the Class

pursuant to Cal. Code Civ. Proc. § 382, as well as certification pursuant to 29 U.S.C. § 216(b), for purposes of this Settlement only, without prejudice to Defendant's ability to oppose or otherwise challenge such certification.

10. Class Counsel. "Class Counsel" or "Plaintiffs' Counsel" refers to Kevin Mahoney, Esq. (State Bar No. 235367) and Treana L. Allen (State Bar No. 302922) of Mahoney Law Group, APC, 249 E. Ocean Blvd., Suite 814, Long Beach, California 90802, or any such further attorneys for the Class as may be appointed by the Court.

11. Class Counsel Fees and Costs. "Class Counsel Fees" shall mean an amount of up to One Hundred Ninety-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$191,666.66) (not to exceed one-third of the Gross Settlement Fund), subject to Court approval. "Class Counsel Costs" shall mean actual costs incurred by Counsel in the prosecution of this matter in an amount up to thirty thousand dollars and 00/100 (\$30,000.00). Class Counsel Fees and Costs shall be paid to Class Counsel from the Gross Settlement Fund by the Class Administrator. Such payment of Class Counsel Fees and Costs shall be deemed to be full satisfaction of any obligation by Defendant to pay any attorney fees, attorney costs and/or other fees or costs to Named Plaintiffs, Class Members, and/or any of their attorneys in relation to the Action. Any future adjustments to the amount of the Class Counsel Fees and Costs, including by the Court, shall not constitute a basis for this Settlement being unenforceable in any other respect, or Void *Ab Initio*, unless such adjustment shall have the effect of increasing the Gross Settlement Fund, whereupon this Settlement will be voidable by Defendant.

12. Class Notice. "Class Notice" shall mean a notice to Class Members pursuant to Rule 3.769(f) of the California Rules of Court, substantially in the form indicated in Exhibit "3" hereto, and distributed by the Class Administrator in accordance with Section 3.6 below.

13. Class Member Objection. "Class Member Objection" shall mean a Class Member's timely and valid written objection made in accordance with the provisions of Section 3.7 below.

14. Class Member Objector. "Class Member Objector" shall mean a Class Member who submits a Class Member Objection.

1 15. Class Member Work Week. “Class Member Work Week” shall mean a Work
2 Week in which a Class Member was employed by Defendant in California in a Non-Exempt
3 Position during the Class Period. For purposes of this Settlement, every Class Member shall be
4 deemed to have performed at least some work for Defendant during each of their respective Class
5 Member Work Weeks that wholly or partially occurred during the Class Period. The Class
6 Administrator may thus calculate the total number of Class Member Work Weeks with reference
7 to Class Members’ dates of employment in Non-Exempt Positions during the Class Period, and
8 without regard or reference to time records, records of leave of absence, sick time, or other
9 temporary absences from work.

10 16. Class Period. “Class Period” shall mean the time period from May 25, 2012 to
11 the date of Preliminary Approval.

12 17. Complaint. “Complaint” shall mean the “Class Action Complaint for Damages,
13 Injunctive Relief and Restitution” originally filed in the Action with the California Superior
14 Court (County of Orange) on or about May 25, 2016, as well as the “First Amended Collective
15 Class Action Complaint” filed in in this Action with the California Superior Court (County of
16 Orange) on or about November 9, 2016, and any other complaints, amended complaints or claims
17 in arbitration in the Action.

18 18. Court. “Court” refers to the Superior Court of the State of California in for the
19 County of Orange, or any such further courts, arbitrators, or other judicial bodies that may in the
20 future obtain valid jurisdiction over this Settlement.

21 19. Date of Preliminary Approval. The “Date of Preliminary Approval” means the
22 day on which the Court enters Preliminary Approval.

23 20. Defendant. “Defendant” shall mean Defendant TUTTLE-CLICK FORD, INC.

24 21. Defendant’s Counsel. “Defense Counsel” or “Counsel for Defendant” shall mean
25 Mark J. Jacobs and Christopher M. Ahearn of Fisher & Phillips, LLP, 2050 Main Street, Suite
26 1000, Irvine, California 92614, or such further counsel as may appear for Defendant in this
27 action.

28 22. Effective Date. “Effective Date” shall mean the date on which all of the following

1 have occurred:

- 2 (a) All provisions of Rule 3.769 of the California Rules of Court have been complied
3 with;
- 4 (b) Entry by the Court of Preliminary Approval;
- 5 (c) Receipt by Defendant of written notice of such entry of Preliminary Approval
6 pursuant to the California Code of Civil Procedure and the California Rules of
7 Court, or Defendant's express waiver of such notice;
- 8 (d) Completion of all Class Administration Procedures;
- 9 (e) Full execution of general releases as to each Named Plaintiff in the form attached
10 hereto as Exhibit "2", and the expiration of all time periods referenced in
11 paragraph 6 therein;
- 12 (f) The Court setting and conducting a Final Approval Hearing pursuant to Rule
13 3.769(g) of the California Rules of Court;
- 14 (g) Entry by the Court of an order of Final Approval of the Settlement and a
15 Judgment;
- 16 (h) Receipt by Defendant of written notice of such entry of Final Approval and
17 Judgment, or Defendant's express waiver of such notice; and
- 18 (i) Final Approval has become Final. For purposes of this provision, "Final" means:
 - 19 (1) if no Class Member Objections are made and/or are made and withdrawn,
20 the date the Court enters its order granting Final Approval of the
21 settlement and its Judgment dismissing the Action with prejudice;
 - 22 (2) if any Class Member Objections are made and not withdrawn, and if no
23 appeal, review or writ is sought from the Judgment, the sixty-first (61st)
24 day after entry of Judgment;
 - 25 (3) if rehearing, reconsideration and/or appellate review of the Judgment is
26 sought, the day after any and all avenues of rehearing, reconsideration and
27 appellate review have been exhausted and no further rehearing,
28 reconsideration or appellate review is permitted, and the time for seeking

1 such review has expired, and the Judgment has not been modified,
2 amended or reversed in any way; or

3 (4) if a Class Member Objector appeals from any ruling by the Court
4 overruling such objection in whole or in part, the date when the Court's
5 order of Final Approval and final judgment of dismissal have been
6 affirmed on appeal; and

7
8 (j) The existence of a sufficient number of Eligible Class Members such that that the
9 number of Class Members who, as of the date of the completion of all Class
10 Administration Procedures are not Eligible Class Members, does not exceed ten
11 (10) percent of the total Class. If the number of Class Members who are not
12 Eligible Class Members as of such date equals or exceeds ten (10) percent of the
13 total Class, then Defendant shall have the exclusive and absolute right (but not the
14 obligation) to deem this Settlement Void *Ab Initio* upon written notice to Class
15 Counsel, the Court, and the Class Administrator.

16 23. Eligible Class Member. "Eligible Class Member" means a Class Member who is
17 neither a Class Member Objector nor an Opt-Out.

18 24. Eligible Class Member Share. "Eligible Class Member Share" shall mean the
19 portion of the Net Settlement Fund that will be due and payable to each Eligible Class Member,
20 subject to legally required withholdings, deductions, and contributions. As to the Named
21 Plaintiffs, this amount is in addition to the Named Plaintiffs' Enhancements.

22 25. Eligible Class Member Work Week. "Eligible Class Member Work Week" shall
23 mean a Class Member Work Week during which an Eligible Class Member performed work for
24 Defendant.

25 26. Eligible Class Member Work Week Rate. "Eligible Class Member Work Week
26 Rate" shall mean the amount calculated by the Class Administrator as due to each Eligible Class
27 Member for each Eligible Class Member Work Week.

28 27. Exempt Position. This Agreement is not intended to apply to exempt employees

1 or service by Class Members in an Exempt Position. “Exempt Position” shall mean employment
2 positions with Defendant that Defendant has determined meet neither the the requirements of
3 Subdivision (1) of Wage Order 7 of the California Industrial Welfare Commission, Cal. Code
4 Regs, Tit. 8, § 11070, subd. 1 nor or of corresponding provisions of the Fair Labor Standards Act
5 and regulations promulgated by the U.S. Department of Labor. The Parties stipulate for purposes
6 of this Settlement that such Wage Order applies to Defendant and all of its employees. For
7 purposes of this Settlement, no person, including Class Members, the Named Plaintiffs, Class
8 Counsel, or the Class Administrator shall have the authority to challenge Defendant’s
9 determinations as to whether, during any particular Class Member Work Week, a Class Member
10 was serving in an Exempt position versus a Non-Exempt Position. Named Plaintiffs further
11 stipulate that they are not presently aware of any factual or legal basis on which to challenge any
12 classifications of Defendant’s employees as exempt pursuant to Subdivision (1) of Wage Order
13 7 of the California Industrial Welfare Commission, Cal. Code Regs, Tit. 8, § 11070, subd. 1, or
14 of corresponding provisions of the Fair Labor Standards Act and regulations promulgated by the
15 U.S. Department of Labor.

16 28. Final Approval. “Final Approval” shall mean an order of the Court finally
17 approving this Settlement pursuant to Rule 3.769 of the California Rules of Court and granting
18 Class Certification. In its Final Approval Order, the Court shall direct the Clerk of the Court to
19 keep its file for the Action open until such time as the Class Administrator Declaration of
20 Payment is filed, or shall make such other provision as is necessary for such declaration to be
21 filed with the Court¹.

22 29. Final Approval Hearing. “Final Approval Hearing” shall mean the hearing on a
23 motion for Final Approval, scheduled and conducted pursuant to Rule 3.769 of the California
24 Rules of Court.

25 30. FLSA Claims. “FLSA Claims” shall mean the Ninth and Tenth Causes of Action
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27
28 ¹ This provision is intended with regard to compliance with 29 U.S.C. 216(b)’s requirement that
Class Members’ written consent to “opt in” to the FLSA Claims be filed with the Court.

1 in the First Amended Complaint.

2 31. FLSA Notice. “FLSA Notice” shall mean a document substantially in the form
3 attached hereto as “Exhibit 4,” and distributed to Eligible Class Members pursuant to the
4 provisions of Section 3.15 below.

5 32. First Amended Complaint. “First Amended Complaint” shall mean the First
6 Amended Complaint filed in the Action with the California Superior Court (County of Orange)
7 on or about November 9, 2016.

8 33. Gross Settlement Amount. “Gross Settlement Amount” means the maximum
9 possible amount Defendant shall pay as a consequence of this Settlement, which is Five Hundred
10 Seventy Thousand Dollars (\$570,000.00).

11 34. Gross Settlement Fund. “Gross Settlement Fund” means the Gross Settlement
12 Amount, consisting of several elements including, without limitation: Class Administration
13 Costs, the Named Plaintiffs’ Enhancements, the LWDA Fund, Class Counsel Fees and Costs, the
14 Net Settlement Fund, and both Defendant’s and all Eligible Class Members’ portion of
15 withholdings, contributions, deductions, taxes, fees and any other amounts due to government
16 agencies and/or tax authorities in relation to any payments pursuant to this Agreement, including
17 of Eligible Class Member Shares.

18 35. Judgment. “Judgment” means a Judgement of the Court in accordance with Rule
19 3.769(h) of the California Rules of Court.

20 36. LWDA. The “LWDA” shall mean the California Labor and Workforce
21 Development Agency.

22 37. LWDA Fund. “LWDA Fund” shall mean \$7,500.00 (75% of a \$10,000.00
23 penalty) of the Gross Settlement Fund which shall be paid out of the QSF to the LWDA in
24 satisfaction of penalties payable to the LWDA pursuant to PAGA. Eligible Class Members shall
25 be deemed to have waived their right to their statutory portion of the stipulated penalty amount.

26 38. Named Plaintiffs. “Named Plaintiffs” shall mean Plaintiffs JORGE FLORES, and
27 MANUEL DE LA PAZ.

28 39. Named Plaintiffs’ Enhancements. “Named Plaintiffs’ Enhancements” shall mean

1 the amount approved by the Court to be paid to each of the Named Plaintiffs in addition to their
2 individual Class Member Amounts for their effort in coming forth as class representatives and in
3 consideration for their general release of all claims against Defendant as set forth herein. The
4 Parties agree that such amount shall be Five Thousand Dollars (\$5,000.00) each, per Named
5 Plaintiff, subject to the Court's approval.

6 40. Net Settlement Fund. "Net Settlement Fund" shall mean the Gross Settlement
7 Fund minus (a) Class Administration Costs, (b) Class Counsel Fees and Costs; (c) the LWDA
8 Fund, and (d) the Named Plaintiffs' Enhancements.

9 41. Non-Exempt Position. "Non-Exempt Position" shall mean employment positions
10 with Defendant that Defendant has determined neither meet the requirements of Subdivision (1)
11 of Wage Order 7 of the California Industrial Welfare Commission, Cal. Code Regs, Tit. 8, §
12 11070, subd. 1, or of corresponding provisions of the Fair Labor Standards Act and regulations
13 promulgated by the U.S. Department of Labor. The Parties stipulate for purposes of this
14 Settlement that such Wage Order applies to Defendant and all of its employees. For purposes of
15 this Settlement, no person, including Class Members, the Named Plaintiffs, Class Counsel, or the
16 Class Administrator shall have the authority to challenge Defendant's determinations as to
17 whether, during any particular Class Member Work Week, a Class Member was serving in a
18 Non-Exempt position versus an Exempt Position.

19 42. Notice Packet: "Notice Packet" shall mean a packet mailed by the Class
20 Administrator pursuant to Section 3.6 below, containing the Class Notice and any other
21 accompanying documents required by this Settlement and/or Preliminary Approval.

22 43. Opt-Out(s). "Opt-Out(s)" refers to Class Members who have submitted an Opt-
23 Out Request.

24 44. Opt-Out Request. "Opt-Out Request" means a timely and valid written request
25 for exclusion from the Settlement by a Class Member, made in accordance with the provisions
26 of Section 3.7 below.

27 45. PAGA. "PAGA" means the California Labor Code Private Attorneys General
28 Act of 2004.

1 46. Parties. “Parties” shall mean, collectively, Defendant and the Named Plaintiffs.

2 47. Party. “Party” shall mean, individually, one of the Parties, and each of them.

3 48. Preliminary Approval. “Preliminary Approval” shall mean an order of the Court
4 preliminarily approving this Settlement pursuant to Rule 3.769 of the California Rules of Court,
5 granting conditional Class Certification for purposes of the Class Administration Procedures,
6 certifying Class Counsel, approving the form of Class Notice, establishing Class Administration
7 Procedures, and scheduling a Final Approval Hearing.

8 49. QSF / Qualified Settlement Fund. “QSF” or “Qualified Settlement Fund”
9 shall mean the Qualified Settlement Fund established by the Class Administrator in accordance
10 with applicable tax laws, for the payment of Class Administration Costs, Class Counsel Fees and
11 Costs, the LWDA Fund, Eligible Class Member Shares, and both Defendant’s and all Eligible
12 Class Members’ portion of withholdings, contributions, deductions, taxes, fees and any other
13 amounts due to government agencies and/or tax authorities in relation to any payments pursuant
14 to this Agreement, including of Eligible Class Member Shares.

15 50. Released Claims. “Released Claims” shall have the same meaning as that term is
16 defined in Exhibits 1 and 2 hereto.

17 51. Released Parties. “Released Parties” shall have the same meaning as that term is
18 defined in Exhibits 1 and 2 hereto.

19 52. Settlement Checks. “Settlement Checks” shall mean payments to Eligible Class
20 members distributed pursuant to the terms of Section 3.15 below.

21 53. Void Ab Initio. “Void *Ab Initio*” shall mean a circumstance in which this
22 Agreement is null and void and the Parties shall be returned to conditions such that the Agreement
23 had never been entered into. Such circumstance will be deemed to exist only if any of the
24 following having occurred: (a) the Court has so ordered; (b) any of the Parties has materially
25 breached this Agreement and either such breach cannot be cured, or after reasonable notice to
26 the breaching Party and a reasonable opportunity to cure such breach to the satisfaction of the
27 non-breaching Parties, the breaching Party has failed to do so, unless (i) the non-breaching Parties
28 have stipulated in writing that such breach is non-material; or (ii) the Court has ruled that such

un-cured or un-curable breach is non-material; (c) conditions have become such (including, for example, that the Court has refused to approve the Settlement) that the Effective Date has not occurred and cannot occur in the future; and/or (d) as otherwise specifically provided for in this Agreement.

54. Work Week: “Work Week” shall mean a continuous period of seven (7) calendar days, commencing with a Sunday at 12:00 a.m., any of which days are within the Class Period.

2. TERMS AND CONDITIONS OF SETTLEMENT

In addition to the definitional elements set forth above, the terms and conditions of the class settlement shall be as follows:

1. Certification for Settlement Purposes Only. The Parties stipulate that Class Certification should be granted as to the Class, for purposes of this Settlement only.

2. Contentions and Defenses: Compromise. The Parties have determined that this Settlement represents a fair and reasonable compromise of disputed claims for wages and other monetary and non-monetary relief, following a reasonably thorough investigation. The Parties have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named Plaintiffs do not stipulate that this Settlement represents the maximum extent of such relief to which they or the Class would be entitled if the Action were to be further litigated. Defendant does not stipulate that, should the Action be further litigated, Named Plaintiffs and/or the Class would be entitled to any relief whatsoever. Neither Named Plaintiffs nor Defendants admit to any unlawful conduct. The Parties hereby reserve all of their rights to litigate the Action and seek all available forms of relief should this Settlement not be given effect.

3. Confidentiality and Class Member Communications. Until Class Counsel files a motion for Preliminary Approval, the Parties will keep the existence and terms of Settlement strictly confidential. Until such time, Class Counsel may discuss the terms of this Settlement with Class Members other than the Named Plaintiffs only if such additional Class Members initiate contact with Class Counsel in such regard. Also until such time, no Party or their counsel may otherwise make any public statement or comment or make any disclosures of any kind about this Settlement to anyone, including without limitation, the public, or press, or on any public or

1 semi-public forum on the internet (such as social media) without the express written permission
2 of each of the other Parties. Such confidentiality provisions shall remain in force following
3 Preliminary Approval as well, with the following exceptions: (a) the Class Administrator may
4 take steps reasonably necessary to perform Class Administration Duties; (b) Class Counsel and
5 Named Plaintiffs may take reasonably necessary steps to perform their duties as such; and (c)
6 Class Counsel may list or disclose this Lawsuit and Settlement as among their handled cases in
7 court filings or motions only as well as on their website (without referencing Defendant's name
8 or other specific information identifying Defendant), but may not disclose the terms of the
9 Settlement on any firm publication or other public media. In the interest of permitting the Class
10 Notice and administration process to function on its own, Named Plaintiffs themselves agree not
11 to discuss this Settlement with any Class Members or any other individuals except for such
12 Named Plaintiffs' attorneys financial representatives, accountants and/or spouses. Defendant
13 agrees not to discourage Class Members from, or encouraging them to, exercise any of their
14 rights or obligations pursuant to this Agreement. Defendant will instruct its officers, directors,
15 managers and supervisors that that, should they be contacted by Class Members or persons who
16 believe they may be Class Members in relation to this Agreement, such officers, directors,
17 managers and supervisors should make no comment except by directing the employees to
18 Defendant's Human Resources department, who will be instructed to direct such Class Members
19 to the Class Administrator and to provide such Class Members with contact information for the
20 Class Administrator.

21 4. Preliminary Approval. As soon as possible following execution of this
22 Agreement, Class Counsel shall move the Court for Preliminary Approval. Class Counsel will
23 submit therewith a proposed order, substantially in the proposed form of Exhibit "4" hereto. The
24 Parties shall give all reasonable cooperation necessary to obtain Preliminary Approval from the
25 Court. Defendant shall not oppose such motion for Preliminary Approval, except to the extent
26 as it may be inconsistent with this Settlement.

27 5. Class Administration Procedures – Class List. Within fifteen (15) days of
28 Defendant's receipt of notice of entry of Preliminary Approval, Defendant shall cause to be

1 delivered by email or otherwise to the Class Administrator a list of the Class Members that
2 includes their names, last known home address(es), full social security numbers, and dates of
3 employment with Defendant in a Non-Exempt Position during the Class Period, all of which
4 information shall be based upon Defendant's reasonably available business records and/or the
5 best available personal knowledge of Defendant's employees and agents.

6 6. Class Administration Procedures – Notice to Class. Within ten (10) days after
7 delivery of the information described in Section 2.5 above, the Class Administrator will mail a
8 Notice Packet to each Class Member via United States Mail and/or in accordance with
9 Preliminary Approval. Prior to such mailing, the Class Administrator will calculate the estimated
10 Eligible Class Member Shares of each respective Class Member, based upon an assumption that
11 all Class Members will become Eligible Class Members, that no Class Member Objections, Opt-
12 Out Requests, or other disputes pursuant to Section 3.7 below will be submitted, and that no
13 Class Members will be added to the Class. The amounts of such estimated Eligible Class
14 Member Shares will be disclosed on an individual basis in each Class Member's respective Class
15 Notice, along with the basis of the calculation of such shares in relation to the number of Class
16 Member Work Weeks for each such Class Member. If any mailed Notice Packets are returned
17 as undeliverable, then the Class Administrator shall promptly perform one "skip trace" or similar
18 search and shall promptly re-mail the same Notice Packet (or a true and correct copy thereof) to
19 any new addresses disclosed by such search. If the process set forth in this paragraph and any
20 other procedures ordered by the Court are followed, the Class Notice will be deemed to be
21 adequately provided to all Class Members. In the event the procedures in the Agreement are
22 followed and a Class Member, nonetheless, does not receive the Notice Packet, the intended
23 recipient shall remain a Class Member and will be deemed an Eligible Class Member unless such
24 intended recipient submits a Class Member Objection or Opt-Out Request.

25 7. Class Administration Procedures – Class Member Objections, Opt-Out Requests,
26 and Disputes Concerning Class Member Status and Number of Class Member Work Weeks.

27 (a) *Class Member Objections – Filing and Service:* Any member of the
28 Settlement Class who wishes to make a Class Member Objection must mail

1 to the Administrator his or her Objection no later than thirty (30) days after
2 the Class Administrator's mailing of the Class Notice a signed, original
3 document. The date of the postmark on such mailings shall be deemed to be
4 the date of such mailing The Administrator must also, no later than five (5)
5 send to each counsel a copy of the Class Member's Objection. The Parties will
6 cooperate to ensure that all Class Member Objections are filed with the Court
7 within five (5) days of receipt from the Administrator.

8 (b) *Class Member Objections – Responses:* Upon receipt of any documents
9 purporting to be Class Member Objections, the Class Administrator shall
10 forthwith forward such documents to Class Counsel and Defendant's counsel
11 by e-mail and United States Mail. Following receipt of such documents, Class
12 Counsel and Defendant's counsel shall confer regarding such documents
13 purporting to be Class Member Objections. Class Counsel shall file with the
14 Court, in a separate document along with their motion for Final Approval, a
15 joint statement, not to exceed ten (10) pages, containing the Parties' points
16 and authorities in response to such documents purporting to be Class Member
17 Objections. The Parties shall submit joint responses if possible. However, if
18 the Parties' responses differ in any respect, the jointly-held positions shall be
19 set forth in a separately entitled section, and the differently-held positions
20 shall be set forth in further separately-entitled sections of the joint response.
21 The Parties may attach evidence to the joint response, which shall not count
22 toward the page limit. If the volume of documents purporting to be Class
23 Member Objections is sufficiently large such that ten (10) pages is insufficient
24 for the joint response, the Parties (or any of them) may apply to the Court for
25 an increase in the number of such pages. Should the Parties receive any
26 untimely-filed, received, or sent documents purporting to be Class Member
27 Objections (or should the Parties receive them less than ten (10) days prior to
28 any due date for the motion for Final Approval), the parties may file a further

1 such joint response at any time prior to the Final Approval Hearing, but in any
2 event not later than ten (10) days after receiving such untimely documents. A
3 Class Member Opt-Out Request shall only be deemed to be a Class Member
4 Objection if it separately meets the requirements of this sub-Section.

5 (c) *Opt-Out Requests:* Any member of the Settlement Class who wishes to make
6 an Opt-Out Request must, within thirty (30) days of the Class Administrator's
7 mailing of the Class Notice, mail, via United States Mail, to the Class
8 Administrator at the address indicated in the Class Notice a document bearing
9 the signature of such Settlement Class Member words to the effect of: "I
10 WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I
11 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE
12 SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM
13 THE SETTLEMENT OF THIS LAWSUIT." The Class Administrator shall
14 give Class Counsel and Defendant's counsel no less than weekly notice of the
15 number of Class Members who have submitted Opt-Out Requests, as well as
16 copies of any such Opt-Out Requests. Should any of the Parties wish to
17 dispute the validity of any documents purporting to be Opt-Out Requests, they
18 shall notify the Class Administrator and all other Parties via e-mail and U.S.
19 Mail within ten (10) days of receiving such documents, and in so doing they
20 shall state the factual and legal basis for such dispute. Prior to the deadline
21 for submitting its declaration described in Section 2.8 below, the Class
22 Administrator shall make a determination as to the validity of the disputed
23 Opt-Out Requests, and shall set forth its determinations in such declaration.
24 The Class Administrator's decisions in such regard shall be final and binding.
25 A Class Member Objection shall only be deemed to be an Opt-Out Request if
26 it separately meets the requirements of this sub-Section.

27 (d) *Disputes Concerning Class Member Status:* Should any person who does not
28 receive a Class Notice directed to him or her wish to come forward purporting

1 to be a Class Member, such person shall notify the Class Administrator, no
2 later than thirty (30) days after the Class Administrator's mailing of the Class
3 Notice Packets, via United States Mail. The Class Administrator shall
4 forthwith send any such documents to Class Counsel and Defendant's counsel
5 via email and United States Mail. Upon receipt of such notice, Defendant
6 shall investigate the matter, including with reference to its business records,
7 and shall determine whether the person is a Class Member. Then, within ten
8 (10) days of receipt of such notice, Defendant shall notify the Class
9 Administrator and Class Counsel as to its determination of the person's status
10 as a Class Member. Defendant's determinations in such regard shall control.
11 If the person is determined to be a Class Member, the Class Administrator
12 shall mail that person a Notice Packet, whereupon the same procedures for
13 submitting Class Member Objections, Opt-Out Requests, and Disputes
14 Concerning Work Weeks set forth in this Agreement shall apply to such
15 person.

- 16 (e) *Disputes Concerning Class Member Work Weeks:* The Class Notices sent to
17 each Class Member shall separately set forth that person's estimated number
18 of Class Member Work Weeks. If for any reason a Class Member disagrees
19 such estimate, such Class Member shall mail (via United States Mail) to the
20 Class Administrator at the address listed in the Class Notice and within thirty
21 (30) days of the Class Administrator's mailing of such Class Notice, a written
22 notice setting forth the Class Member's basis for such disagreement, including
23 any and all documents supporting such basis. Upon receipt of such notices,
24 the Class Administrator shall forthwith send it to Class Counsel and
25 Defendant's counsel, via e-mail and United States Mail. Defendant shall
26 investigate the matter, including by examining its business records, and shall,
27 within ten (10) days of receiving notice, advise Class Counsel and the Class
28 Administrator as to its determination regarding the Class Member's number

1 of Class Member Work Weeks. In the event that the Class Member does not
2 provide any supportive documentation, Defendant's determination shall
3 control. In the event that the Class Member does provide supportive
4 documentation, Defendant shall, within the same ten (10) day period, either
5 notify the Class Administrator and Class Counsel that it stipulates to the Class
6 Member's assertions regarding his or her number of Class Member Work
7 Weeks, or shall notify them that it disputes such assertions, and shall provide
8 the Class Administrator and Class Counsel with its proposed determination,
9 and the factual basis therefor, and any supporting documentation. The Class
10 Administrator shall then determine the Class Member's number of Eligible
11 Class Member Work Weeks, and its determinations shall control.

12 (f) Named Plaintiffs hereby agree that they will not submit Class Member
13 Objections or Opt-Out Requests on their own behalf. Any submissions by
14 either of the Named Plaintiffs purporting to be Class Member Objections or
15 Opt-Out Requests shall be null and void.

16 (g) No determinations by Defendant, the Class Administrator, the Court, or any
17 other person or entity pursuant to this Section 2.7 shall have the effect of
18 increasing the amount of the Gross Settlement Fund. Rather, any additional
19 amounts to be distributed to any Class Member as a result of the resolution of
20 such disputes shall be made in conjunction with and subject to a proportionate
21 reduction in other Eligible Class Members' Eligible Class Member Shares,
22 with specific amounts to be determined by the Class Administrator.

23 8. Class Administration Procedures – Class Administrator Declaration. Within ten
24 (10) days of the expiration of all the time periods provided for in Sections 2.5 through 2.7 above,
25 the Class Administrator shall provide Class Counsel and Defendant's counsel with the Class
26 Administrator Declaration. Should the Class Administrator be unable to provide the Class
27 Administrator Declaration at such time, it shall forthwith notify Class Counsel and Defendant's
28 counsel, who shall cooperate with the Class Administrator to forthwith remedy any such inability.

1 9. Motion for Final Approval. By the later of (a) ten (10) days of Class Counsel's
2 receipt of the declaration required of the Class Administrator by Section 2.8 above; or (b) sixteen
3 (16) court days prior to the Final Approval Hearing, Class Counsel shall file and serve upon
4 Defendant and the Class Administrator a motion for Final Approval, and shall include the Class
5 Administrator's declaration with such filing. Should the date of Class Counsel's receipt of the
6 Class Administrator Declaration be less than ten (10) days prior to the court day that is sixteen
7 (16) court days prior to the Final Approval Hearing, Class Counsel shall make reasonable efforts
8 to file its motion for Final Approval not later than sixteen (16) court days prior. Should the Final
9 Approval Hearing be changed, the Class Administrator shall mail a further notice at least to each
10 Class Member stating words to the effect that "[t]his notification follows a notice that you were
11 previously sent on [date] in the above-referenced action. The Final Approval Hearing date
12 previously listed in such notice has changed. Such hearing will be held on [date], and [time and
13 location]." Such notices shall be mailed by the Class Administrator at least fifteen (15) days in
14 advance of such amended hearing date.

15 10. Adjustments to Components of Gross Settlement Fund. This Agreement
16 contemplates that future adjustments to the amounts of components of the Gross Settlement Fund
17 listed above may be necessary and/or may be ordered by the Court. Any such future adjustments
18 shall be made only by written stipulation of the Parties or by an order of the Court. Such future
19 adjustments shall not constitute a basis for this Settlement being Void *Ab Initio*, but rather shall
20 be accompanied by adjustments to other components of the Gross Settlement Fund, to avoid any
21 increase in the Gross Settlement Fund. Any adjustments having the effect of increasing the Gross
22 Settlement Fund shall, at Defendant's exclusive option, render this Settlement Void *Ab Initio*.

23 11. Release. The Settlement includes a release of Released Claims against the
24 Released Parties. Upon Final Approval, each Eligible Class Member shall be deemed to have
25 provided a release of Released Claims against the Released Parties pursuant to the terms set forth
26 in Exhibit "1" hereto. As consideration for their receipt of the Named Plaintiffs' Enhancement,
27 Named Plaintiffs additionally agree to execute a general release in favor of Defendant and the
28 Released Parties in the form attached hereto as Exhibit "2."

1 12. Enforcement. This Agreement is enforceable pursuant to California Rule of Court
2 3.769(h). If any Party is required to seek relief for an alleged breach of this Agreement, the
3 prevailing party shall be awarded its reasonable attorney's fees and costs including, if necessary,
4 attorney's fees in connection with collection efforts or enforcement of the confidentiality
5 provisions of this agreement; provided however, that the aggrieved Party shall be required to give
6 notice to the opposing Party and meet and confer regarding the alleged breach before filing any
7 motion, or application for enforcement of, this Agreement.

8 Net Settlement Fund. The Net Settlement Fund shall be the Gross Settlement Fund amount, less
9 the quantities approved by the Court as to Class Administration Costs, Class Counsel Fees and
10 Costs, the LWDA Fund, and the Named Plaintiffs' Enhancements. The Settlement will be non-
11 reversionary, and will not be on a "claims made" bases. No portion of the Net Settlement Fund
12 shall revert to, or become due and payable to, Defendant, or any person or entity other than
13 Eligible Class Members. Each Eligible Class Member Share will be determined by the Class
14 Administrator according to the following method: (a) Dividing the Net Settlement Fund into
15 two equal halves, to be referred to as the "NSF-First Half" and "NSF-Second Half"; (b) then,
16 dividing the NSF-First Half by the total number of Eligible Class Member Work Weeks to arrive
17 at the Eligible Class Member Work Week Rate; (c) then, multiplying the Eligible Class Member
18 Work Week Rate reached by the calculation in item "b" by the total number of Eligible Class
19 Member Work Weeks for each respective Eligible Class Member, to get each such Eligible Class
20 Member's share of the NSF-First Half; (d) then, adding each Eligible Class Member's gross
21 wages reported on an IRS Form W-2 for each tax year that ended during the Class period, to get
22 the aggregated total of same for all Eligible Class Members; (e) dividing each Eligible Class
23 Member's individual total gross wages reported on IRS Form W-2's for tax years that ended
24 during the Class Period, by the aggregated total in item "d", to get a percentage; (f) multiplying
25 the percentage in item "e" by the total in item "d" to get each Eligible Class Member's share of
26 the NSF-Second Half; and (g) as to each Eligible Class Member, adding the figures for items "c"
27 and "f", to get each Eligible Class Member Share.

13. Taxation and Withholding; Settlement Checks.

(a) *Allocation.* The Parties agree that 30% of the Net Settlement Fund shall be allocated to Form W-2 wages, and 70% to penalties, interest, and other non-wages subject to Form 1099 reporting, and that the same allocations shall apply to each of the Eligible Class Member Shares. This allocation is for purposes of Settlement only. The Class Administrator will pay from the Net Settlement Fund each Eligible Class Member Share both the Eligible Class Members' and The payment of such taxes, deductions, contributions and other amounts shall be calculated based upon Defendant's reasonably available records. The Class Administrator shall provide reasonable notice to Defendant's Counsel of any records required for purposes of computing taxes, deductions, contributions and other amounts, and Defendant shall undertake reasonable efforts to provide the Class Administrator with same. The Class Administrator shall provide, as appropriate, an IRS Form W-2 and Form 1099, and any other tax documentation required by law, to each Eligible Class Member payee.

(b) *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their counsel and other advisers is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied exclusively upon his, her or its own, independent legal and tax advisors for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any Counsel or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any other Counsel or advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the

1 confidentiality of any such attorney's or advisor's tax strategies (regardless of
2 whether such limitation is legally binding) upon disclosure by the Party of the tax
3 treatment or tax structure of any transaction, including any transaction
4 contemplated by this Agreement. Neither Class Counsel nor Defendant or its
5 Counsel will provide tax or financial advice, and Class Members are advised to
6 seek independent professional advice as to the tax or financial consequences of
7 any payment they receive, or may receive, as Class Members.

8 (c) *No Effect on Employee Benefits.* The Eligible Class Member Shares shall be
9 deemed not to be pensionable earnings and shall not have any effect on the
10 eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday
11 pay, retirement plans, etc.) of the Eligible Class Members. The Parties agree that
12 any monetary settlement payments to such Eligible Class Members do not
13 represent any modification of their previously credited hours of service or other
14 eligibility criteria under any employee pension benefit plan or employee welfare
15 benefit plan sponsored by the Released Parties. Any amounts paid, pursuant to
16 this Agreement, shall not be considered "compensation" in any year for purposes
17 of determining eligibility for, or benefit accrual within, an employee pension
18 benefit plan or employee welfare benefit plan sponsored by the Released Parties.

19 (d) *Check Expiration / Refunds.* The expiration date of any instruments of payment
20 issued by the Class Administrator to Eligible Class Members for their Eligible
21 Class member Shares will be one hundred eighty (180) days from the date the
22 settlement checks are mailed. The amount of any settlement checks that are not
23 cashed by Eligible Class Members within one hundred eighty (180) calendar days
24 of the date of mailing of the settlement checks, shall be treated pursuant to
25 provisions of California law governing unclaimed wages and paid by the Class
26 Administrator to Children's Advocacy Institute of the University of San Diego
27 School of Law..

28 14. Defendant's Payment of the Gross Settlement Amount / Distribution to Eligible

Class Members / Opt-In Process for FLSA Claims. Upon the Effective Date, the Claims Administrator shall forthwith establish all financial accounts necessary to establish the Qualified Settlement Fund, and shall promptly notify Defendant's Counsel and Class Counsel by email and U.S. Mail that such accounts have been established and of the payment details necessary to fund the Qualified Settlement Fund. Within ten (10) days after the Defendant's receipt of such notice, and provided that the Effective Date has occurred, Defendant shall make such payments, not to exceed, in aggregate, the Gross Settlement Fund amount. Within fifteen (15) days after all funds necessary to fully fund the Qualified Settlement Fund are in the accounts established by the Claims Administrator and are available for disbursement, the Class Administrator shall disburse the corresponding Eligible Class Member Shares to each Eligible Class Member, as well as the LWDA Fund, the Named Plaintiffs' Enhancements, the Class Administration Costs, and the Class Counsel Fees and Costs. The Class Administrator shall make such payments by sending checks in the amounts therefor by U.S. Mail to the last known address for each respective Eligible Class Member, and shall include with such mailing the FLSA Notice. The Class Administrator shall promptly notify Class Counsel and Defendant's counsel by email and U.S. Mail that such disbursements have been made. Within two hundred ten (210) days after the date of mailing of the Settlement Checks, the Class Administrator shall provide to Class Counsel and Defense Counsel (by email and U.S. Mail) a declaration signed under penalty of perjury that it has mailed the settlement checks and the FLSA Notice to Eligible Class Members, that it has caused the amounts of any uncashed settlement checks to be treated pursuant to the laws of the State of California relating to unclaimed wages. The Class Administrator shall attach thereto records sufficient to show which Eligible Class Members in fact cashed, deposited, or otherwise negotiated their Settlement Checks, and such Eligible Class Members shall be deemed to have "opted in" to the FLSA Claims pursuant to 29 U.S.C. 216(b) for purposes of releasing such Claims pursuant to Section 2.11 above. Either Class Counsel or Defense Counsel shall thereupon file such declaration with the Court, and in so doing shall either file such declaration with redactions of personal information pursuant to the California Rules of Court, or shall file the Class Administrator's attached records under seal.

1 15. Cooperation and Reasonable Modifications. The Parties and their respective
2 counsel will cooperate reasonably and in good faith for the purpose of achieving occurrence of
3 the conditions set forth in this Agreement, including without limitation, timely filing of all
4 motions, papers and evidence necessary to do so, and refraining from causing or encouraging
5 directly or indirectly the submission of any objection to this Agreement, the submission of any
6 Class Member Objection or Opt-Out Request, or any appeal or petition for writ proceedings
7 seeking review of any order or judgment contemplated by the Settlement. This Agreement
8 contemplates that the Court and the Parties may make reasonable modifications to the Agreement
9 in order to effect its essential terms and to obtain Preliminary Approval and Final Approval. Such
10 modifications shall not render this Agreement Void *Ab Initio*, but rather the Parties shall stipulate
11 to such reasonable modifications and take all necessary steps to give them effect. Any increase
12 in the Gross Settlement Fund shall not be deemed to be a reasonable modification, and shall
13 render this Agreement Void *Ab Initio* except upon signed, written agreement of Defendant.

14 16. Warranty of Authority. The undersigned each represent and warrant that each has
15 authority to enter into this Settlement, and that by doing so they are not in breach or violation of
16 any agreement with any third parties. The Parties further agree that the Action shall be stayed in
17 all respects until the final payment called for by this Settlement is made pending the occurrence
18 or failure of the Effective Date, except for the purpose of filing motions for Preliminary Approval
19 and Final Approval.

20 17. Other Actions Enjoined. Defendant shall have the right to request, and Named
21 Plaintiffs will not oppose, that the Court enter an order that pending Final Approval, Class
22 Members who do not opt-out of the Settlement are barred from instituting or prosecuting any
23 claims or actions against the Released Parties which fall within the definition of the Released
24 Claims and that any pending actions against the Released Parties, whether in court or arbitration,
25 are stayed on an interim basis only as to any claims which fall within the definition of the
26 Released Claims.

27 18. Notices to Counsel. All notices, requests, demands and other communications
28 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 United States mail, to the undersigned persons at their respective addresses as set forth herein:

Counsel for Plaintiffs:	Counsel for Defendant:
<u>Kevin Mahoney & Treana L. Allen</u> MAHONEY LAW GROUP, APC 249 E. Ocean Blvd., Suite 814 Long Beach, California 90802	<u>Mark J. Jacobs & Christopher M. Ahearn</u> FISHER & PHILLIPS LLP 2050 Main Street, Suite 1000 Irvine, California 92614

19. Entire Agreement. This Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, including the Memorandum of Understanding, between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

20. Counterparts. This Agreement may be executed in counterparts by way of true and correct copies (including pdf's or other electronic images) of signatures, each of which shall have the same force and effect as an original, and all of which together shall constitute one and the same instrument.

DATE: _____

JORGE FLORES
PLAINTIFF AND CLASS REPRESENTATIVE

1 DATE:

5-4-18


JOSE GUEVARA
PLAINTIFF AND CLASS REPRESENTATIVE

4 DATE:

MANUEL DE LA PAZ
PLAINTIFF AND CLASS REPRESENTATIVE

7 DATE:

[NAME], [TITLE]

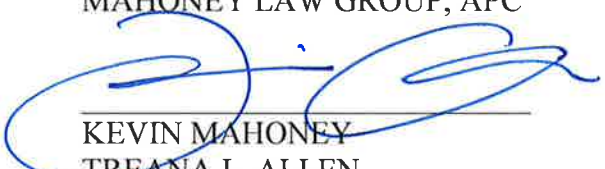
For Defendant TUTTLE-CLICK FORD, INC., in
his/her capacity as its

11 APPROVED AS TO FORM AND CONTENT:

MAHONEY LAW GROUP, APC

13 DATE:

5-4-18


KEVIN MAHONEY

TREANA L. ALLEN

Attorneys for Plaintiffs

JORGE FLORES, JOSE GUEVARA and
MANUEL DE LA PAZ, as individuals and on
behalf of all similarly situated employees

FISHER & PHILLIPS LLP

19 DATE:

MARK J. JACOBS

CHRISTOPHER M. AHEARN

Attorneys for Defendant TUTTLE-CLICK
FORD, INC.

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DATE: MAY 3, 2018


Christopher B. Cotter
~~[NAME]~~ ~~[TITLE]~~

For Defendant TUTTLE-CLICK FORD, INC., in
his/her capacity as its PRESIDENT

APPROVED AS TO FORM AND CONTENT:

MAHONEY LAW GROUP, APC

DATE: _____

KEVIN MAHONEY
TREANA L. ALLEN
Attorneys for Plaintiffs
JORGE FLORES, JOSE GUEVARA and
MANUEL DE LA PAZ, as individuals and on
behalf of all similarly situated employees

FISHER & PHILLIPS LLP

DATE: _____

MARK J. JACOBS
CHRISTOPHER M. AHEARN
Attorneys for Defendant TUTTLE-CLICK
FORD, INC.

1 **EXHIBIT 1**

2 **RELEASE OF CLAIMS BY CLASS AGAINST DEFENDANT**

3 A. In exchange for the consideration recited in this Settlement, Named Plaintiffs and
4 all Eligible Class Members on behalf of themselves and on behalf of all who claim by or through
5 them or in their stead, do hereby and forever release, acquit and discharge and covenant not to
6 sue Defendant and its respective attorneys, past, present and future divisions, affiliates,
7 predecessors, successors, shareholders, officers, directors, employees, agents, trustees,
8 representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents,
9 subsidiaries, joint employers, insurers, related corporations, and privies, both individually and
10 collectively, and any individual or entity which could be jointly liable with Defendant (referred
11 to as the "Released Parties") for any and all actions, causes of actions, suits, claims, liens,
12 penalties, interest, demands, damages, controversies, attorneys' fees and liabilities (based upon
13 any legal or equitable theory, whether contractual, common law, statutory, federal, state or
14 otherwise) whether known or unknown, suspected or unsuspected, anticipated or unanticipated,
15 which Plaintiff, or any Eligible Class Member has, ever had, or hereafter may claim to have as
16 of the Effective Date against the Released Parties arising from, related to, or that could have
17 reasonably been asserted based on the pleaded allegations in the Complaint, including without
18 limitation claims for:

- 19 (1) Failure to pay wages;
20 (2) Failure to comply with Cal. Lab. Code § 2810.5;
21 (3) Failure to provide meal periods;
22 (4) Failure to provide rest periods;
23 (5) Failure to furnish accurate, itemized wage statements;
24 (6) Failure to pay all wages upon separation of employment;
25 (7) Violations of the federal Fair Labor Standards Act;
26 (8) Unfair completion; and
27 (9) Violation of any provisions of the California Labor Code that are subject to

1 penalties pursuant to the California Labor Code Private Attorneys General Act of
2 2004.

3 This Release by Plaintiff and the Eligible Class Members is intended to settle any and all
4 of the above Released Claims that any of them may have against the Released Parties as of the
5 Effective Date of the Settlement. This waiver and release specifically encompasses both the
6 known and unknown released claims as described above. Specifically, Named Plaintiffs
7 expressly waive and relinquish, on behalf of themselves and members of the Settlement Class,
8 and the members of the Settlement Class are deemed to waive and relinquish as to the Released
9 Claims, the provisions of Section 1542 of the California *Civil Code*, which provides as follows:

10 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, WHICH THE**
11 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN her OR HER**
12 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**
KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED her
OR HER SETTLEMENT WITH THE DEBTOR.

13 In addition, Named Plaintiffs expressly waive and relinquish, on behalf of themselves and
14 members of the Settlement Class, and the members of the Settlement Class are deemed to waive
15 and relinquish as to the Released Claims, any other state or federal statutes or common law
16 principles of similar effect. Accordingly, if the claims relating in any manner to this Settlement
17 are found hereafter to be other than or different from the claims now believed to be true, the
18 release of claims contained herein shall be effective as to all unknown Released Claims.

19 Upon the Effective Date of this Settlement, this waiver and release of claims shall be
20 binding on Named Plaintiffs and all Eligible Class Members, including each of their respective
21 attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and
22 assigns, and shall inure to the benefit of Defendant. Unless they have expressly opted out, the
23 members of the Settlement Class are deemed to have specifically and knowingly agreed to the
24 waiver and release of claims set forth above.

25 B. Furthermore, upon occurrence of the Effective Date of the Settlement, Named
26 Plaintiffs and each and every Eligible Class Member and all successors in interest shall be
27 permanently enjoined and forever barred from prosecuting any and all Released Claims against
28

1 the Released Parties, and each of them. Thus, subject to and in accordance with this Settlement,
2 even if Named Plaintiffs and/or the Eligible Class Members, or any of them, may hereafter
3 discover claims in addition to or different from those which they now know or believe to be true
4 with respect to the subject matter of the Released Claims only, Plaintiff and each Eligible Class
5 Member, upon the Effective Date of the Settlement, shall be deemed to have and by operation of
6 law shall have fully, finally, and forever settled and released any and all Released Claims,
7 whether known or unknown, suspected or unsuspected, contingent or non-contingent, whether or
8 not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or
9 equity with respect the subject matter of the Released Claims only, including, but not limited to,
10 conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or
11 rule, without regard to the subsequent discovery or existence of such different or additional
12 claims.

1 **EXHIBIT 2**

2 **GENERAL RELEASE BY NAMED PLAINTIFFS AGAINST DEFENDANT**

3 THIS GENERAL RELEASE AGREEMENT (hereinafter, the "General Release") is
4 made and entered into by and between Defendant TUTTLE-CLICK FORD, INC. (hereinafter,
5 "DEFENDANT"), on the one hand, and Plaintiffs JORGE FLORES and MANUEL DE LA PAZ
6 (hereinafter, "NAMED PLAINTIFFS") (hereinafter collectively, the "Parties"), on the other.

7 WHEREAS, NAMED PLAINTIFFS are plaintiffs in a civil lawsuit that is currently
8 pending in the Superior Court of the State of California for the County of San Bernardino, entitled
9 *Jorge Flores, et al. v. Tuttle-Click Ford, Inc.*, Case No. 30-2016-00854534-CU-OE-CXC, and
10 JORGE FLORES is a party to a related appeal of an order denying DEFENDANT's motion to
11 compel JORGE FLORES to individual arbitration in such action (hereinafter, the "Civil
12 Action");

13 WHEREAS, in the Civil Action, NAMED PLAINTIFFS alleged claims against
14 DEFENDANT, including claims on behalf of a class and on behalf of allegedly similarly situated
15 or aggrieved employees under the California Labor Code Private Attorneys General Act of 2004
16 (hereinafter, "PAGA");

17 WHEREAS, the DEFENDANT has at all times denied the validity of the claims alleged
18 in the Civil Action;

19 WHEREAS, the claims in the Civil Action have been resolved in a settlement, subject to
20 Court approval, the terms of which are set forth in the Stipulation for Class Action Settlement
21 and Release to which this General Release is an Exhibit (hereinafter, the "Class Settlement");

22 WHEREAS, as part of the dismissal of the above Civil Action, if approved by the Court,
23 NAMED PLAINTIFFS agreed, among other things, to sign a general release of claims whereby
24 they would agree to dismiss any and all claims which they or either of them may have or claim
25 to have against DEFENDANT;

26 WHEREAS, this General Release shall not take effect until the "Effective Date" of the
27 Class Settlement, as that term is defined therein.

1 NOW THEREFORE, in consideration of and exchange for the promises, covenants, and
2 releases contained herein, the Parties agree as follows:

3 1. No Admission of Liability. It is understood and agreed by the Parties that this
4 Agreement shall not be construed to be an admission of any liability or obligation owed by
5 DEFENDANT to either of the NAMED PLAINTIFFS or any other person.

6 2. Consideration. In consideration of, and exchange for the promises, covenants,
7 and releases contained herein and in the Class Settlement, including NAMED PLAINTIFFS' role
8 as class representatives in the above Civil Action, and subject to the Effective Date of the Class
9 Settlement, the DEFENDANT will pay each of the NAMED PLAINTIFFS the sum of
10 (\$5,000.00). Such payment shall be made pursuant to the terms and conditions of the Class
11 Settlement, including that such payment shall be made by the Class Administrator from the Gross
12 Settlement Fund. NAMED PLAINTIFFS hereby acknowledge and agree that the payment
13 provided for by this Section is the same consideration identified as the Named Plaintiff
14 Enhancements in the Stipulation for Class Action Settlement and Release, but that NAMED
15 PLAINTIFFS agree to the terms of this General Release, as additional consideration for being
16 entitled to such payments pursuant to the Class Settlement. NAMED PLAINTIFFS and their
17 undersigned counsel further acknowledge and agree that they are not owed any additional
18 consideration pursuant to this General Release, including for attorney fees and costs, interest,
19 penalties, or any other amounts, other than as provided in the Class Settlement. NAMED
20 PLAINTIFFS further acknowledge and agree that the amount of consideration provided in this
21 Section is not otherwise owed by the DEFENDANT and that NAMED PLAINTIFFS would not
22 otherwise be entitled to the amounts set forth in this Section were it not for their covenants,
23 promises, and releases set forth hereunder. The consideration provided herein shall not prevent
24 NAMED PLAINTIFFS from obtaining the Eligible Class Member Shares to which they are
25 entitled pursuant to the Class Settlement. NAMED PLAINTIFFS further acknowledge and agree
26 to the following:

27 A. Acknowledgement of Payment in Full. NAMED PLAINTIFFS acknowledge that

1 they have received all compensation due and payable to each of them from DEFENDANT and
2 that nothing further is owed by DEFENDANT once NAMED PLAINTIFFS, and each of them,
3 receives the consideration set forth in Paragraph 2.

4 B. Tax Indemnification Agreement. NAMED PLAINTIFFS agree to provide a
5 signed W-9 form to the Class Administrator, and the Class Administrator will provide each of
6 the NAMED PLAINTIFFS with an IRS Form 1099, reflecting the check that constitutes the
7 consideration in Paragraph 2, by checking Box 3 and classifying payment as "other income."
8 NAMED PLAINTIFFS understand and agree that they are responsible for payment of any taxes
9 which are required to be paid to the relevant governmental tax authorities, such as the State of
10 California, the United States Government, or any other entity as a result of this settlement.
11 NAMED PLAINTIFFS acknowledge and agree that DEFENDANT has not warranted or
12 represented how the U.S. Internal Revenue Service or other governmental taxing authorities will
13 treat the payment described above for tax purposes, and agree that no further payment of money
14 to NAMED PLAINTIFFS from DEFENDANT will be due in the event that the payment or the
15 release of claims embodied in this General Release, or any portion thereof, is found by a
16 government taxing authority to be, or to result in, additional taxable income to NAMED
17 PLAINTIFFS. NAMED PLAINTIFFS agree that in the event that any federal, state or local
18 agency takes the position that taxes should have been withheld from amounts paid to NAMED
19 PLAINTIFFS under this General Release, that NAMED PLAINTIFFS will be responsible for
20 payment of any such alleged tax obligations on their own part and will indemnify and hold
21 Defendant and all Releasees (described in Paragraph 3) harmless from any resulting tax liability
22 or related penalties and costs that may accrue to either of the NAMED PLAINTIFFS.

23 3. Release by Employee. NAMED PLAINTIFFS agree on behalf of themselves,
24 and their respective heirs, executors, administrators, successors, assigns, and lawyers to release
25 and discharge DEFENDANT and its respective attorneys, past, present and future divisions,
26 affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees,
27 representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents,

1 subsidiaries, joint employers, insurers, related corporations, and privies, both individually and
2 collectively, and any individual or entity which could be jointly liable with Defendant (referred
3 to as the “Released Parties”) from any and all claims, debts, promises, agreements, demands,
4 causes of action, attorneys’ fees, losses and expenses of every nature whatsoever, known or
5 unknown, suspected or unsuspected, filed or unfiled, arising prior to the date Employee executes
6 this Agreement, or arising out of or in connection with Employee’s employment or any affiliate
7 of DEFENDANT, except as stated below. This total release includes, but is not limited to, all
8 claims arising directly or indirectly from each NAMED PLAINTIFF’S employment; or claims
9 or demands related to NAMED PLAINTIFFS’ performance of services, including but not limited
10 to claims arising under federal, state or local law or cause of action, including, but not limited to,
11 unpaid wages (straight time, overtime, bonuses, vacation, wage premiums; other wages); breach
12 of contract; breach of the implied covenant of good faith and fair dealing; infliction of emotional
13 harm; wrongful or retaliatory discharge; harassment, discrimination, or other violation of public
14 policy; defamation and impairment of economic opportunity; violation of the California Fair
15 Employment and Housing Act, the California Labor Code, the California Business and
16 Professions Code, the California Constitution; and any claims for violation of the Civil Rights
17 Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans With Disabilities Act
18 of 1990.

19 4. Waiver of Section 1542. NAMED PLAINTIFFS hereby state that it is their
20 intention in executing this General Release that the same shall be effective as a bar to each and
21 every claim, demand, cause of action, obligation, damage, liability, charge, attorneys’ fees and
22 costs hereinabove released. NAMED PLAINTIFFS hereby expressly waive and relinquishes all
23 rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the
24 State of California which provides:

25 **SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO**
26 **CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO**
27 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
28 **RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE**
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE

DEBTOR.

5. Agreement to Dismiss All Claims. Because the intent of this Agreement is to bring to an end all claims, controversies, and causes of action NAMED PLAINTIFFS may have or claim to have against the Released Parties, NAMED PLAINTIFFS agree, as part of the settlement of the Civil Action as approved by the Court, to request the dismissal with prejudice of the above Civil Action in its entirety and to abandon and/or dismiss with prejudice any other individual claim or cause of action that may be contemplated, filed, or pending, against the any of the Released Parties; provided however, that NAMED PLAINTIFFS will be permitted to participate in the class action for which they are appointed class representatives for purposes of effecting the aforementioned Class Settlement.

6. Warranty of Age/ADEA Waiver. NAMED PLAINTIFFS acknowledge that they are age forty (40) or over and are knowingly and voluntarily waiving and releasing any rights they may have under the Age Discrimination in Employment Act ("ADEA"). NAMED PLAINTIFFS also acknowledge that the consideration given for the waivers and releases in this Agreement is in addition to anything of value to which they was already entitled. NAMED PLAINTIFFS further acknowledge that they have been advised by this writing, as required by the Older Workers' Benefit Protection Act, that: (a) their waivers and releases do not apply to any rights or claims that may arise after the date on which they execute this General Release; (b) they should consult with an attorney prior to executing this Agreement; (c) they have at least twenty-one (21) days to consider this Agreement (although NAMED PLAINTIFFS may by either of their own choice execute this Agreement earlier on each of their own behalf); (d) they each have seven (7) days following their respective executions of this General Release to revoke the General Release; and (e) this Agreement shall not be effective until the date upon which the revocation period has expired. The NAMED PLAINTIFFS may revoke this General Release only on each of their own behalf and by effecting the delivery of written notice of such revocation to Christopher M. Ahearn of Fisher & Phillips LLP, located at 2050 Main Street, Suite 1000, Irvine, CA 92614; email: cahearn@fisherphillips.com; fax: 949-851-0152, to be received by the

1 close of business on the seventh (7th) day following each NAMED PLAINTIFF'S execution of
2 this Agreement.

3 7. Medicare Liens. This settlement is based upon a good faith determination of
4 the PARTIES to resolve a disputed claim. The PARTIES have not shifted responsibility of
5 medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The PARTIES
6 resolved this matter in compliance with both state and federal law. The PARTIES made every
7 effort to adequately protect Medicare's interest and incorporate such in the settlement terms.

8 PLAINTIFF warrants, by signing below, that he is not now, and has not been in the past,
9 a Medicare beneficiary or recipient of Medicare benefits or payments. PLAINTIFF warrants that
10 he is not aware of any conditional payments having been made by Medicare to him or on his
11 behalf. PLAINTIFF agrees that he will defend and hold the Released Parties harmless from any
12 and all claims or liens related to Medicare payments and/or rights to payment. If any
13 governmental entity, or anyone acting on behalf of any governmental entity, seeks damages
14 including multiple damages from Released Parties relating to payment by such governmental
15 entity, or anyone acting on behalf of such governmental entity, relating to PLAINTIFF's alleged
16 injuries and/or claims against the Released Parties, PLAINTIFF will defend and indemnify
17 Released Parties and hold Released Parties harmless from any and all such damages, claims,
18 liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought
19 by such entities.

20 8. Entire Agreement. This General Release, along with the Class Settlement,
21 embodies the entire agreement of all the Parties hereto who have executed it and supersedes any
22 and all other agreements, understandings, negotiations, or discussions, either oral or in writing,
23 express or implied, between the Parties to this General Release. The Parties to this General
24 Release each acknowledge that no representations, inducements, promises, agreements or
25 warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which
26 are not embodied in this General Release; that they have not executed this General Release in
27 reliance on any representation, inducement, promise, agreements, warranty, fact or

1 circumstances, not expressly set forth in this General Release; and that no representation,
2 inducement, promise, agreement or warranty not contained in this General Release including, but
3 not limited to, any purported settlements, modifications, waivers or terminations of this General
4 Release, shall be valid or binding, unless executed in writing by all of the Parties to this General
5 Release. This Agreement may be amended, and any provision herein waived, but only in writing,
6 signed by the party against whom such an amendment or waiver is sought to be enforced.

7 9. Binding Nature. This General Release, and all the terms and provisions contained
8 herein, shall bind the heirs, personal representatives, successors and assigns of each party, and
9 inure to the benefit of each party, its agents, directors, officers, employees, servants, successors,
10 and assigns.

11 10. Construction. This General Release shall not be construed in favor of one party
12 or against the other.

13 11. Partial Invalidity. Should any portion, word, clause, phrase, sentence, section, or
14 paragraph of this General Release be declared void or unenforceable, such portion shall be
15 considered independent and severable from the remainder, the validity of which shall remain
16 unaffected.

17 12. Compliance with Terms. The failure to insist upon compliance with any term,
18 covenant or condition contained in this General Release shall not be deemed a waiver of that
19 term, covenant or condition, nor shall any waiver or relinquishment of any right or power
20 contained in this General Release at any one time or more times be deemed a waiver or
21 relinquishment of any right or power at any other time or times.

22 13. Costs. The Parties agree that in the event any party breaches any provision of this
23 General Release, the breaching party shall pay all costs and attorney's fees incurred in
24 conjunction with enforcement of this General Release.

25 14. Governing Law and Jurisdiction. This General Release shall be interpreted under
26 the law of the State of California, both as to interpretation and performance.

27 15. Section Headings. The section and paragraph headings contained in this General
28

1 conjunction with enforcement of this General Release.

2 14. Governing Law and Jurisdiction. This General Release shall be interpreted
3 under the law of the State of California, both as to interpretation and performance.

4 15. Section Headings. The section and paragraph headings contained in this
5 General Release are for reference purposes only and shall not affect in any way the meaning or
6 interpretation of this General Release.

7 16. Counterparts. This General Release may be executed in counterparts by way of
8 true and correct copies (including .pdf's or other electronic images) of signatures, each of
9 which shall have the same force and effect as an original, and all of which together shall
10 constitute one and the same instrument.

11 17. Voluntary and Knowing. This General Release is executed voluntarily and
12 without any duress or undue influence on the part or behalf of the Parties hereto.

13 IN WITNESS WHEREOF, the Parties have executed this General Release on the
14 respective dates set forth below.

15
16 DATE: _____

JORGE FLORES
PLAINTIFF AND CLASS REPRESENTATIVE

17
18
19 DATE: _____

MANUEL DE LA PAZ
PLAINTIFF AND CLASS REPRESENTATIVE

20
21 DATE: 5/3/2018


CHRISTOPHER B COFFEY
[NAME], [TITLE]
For Defendant TUTTLE-CLICK FORD, INC., in
his/her capacity as its President

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3 ///

4 APPROVED AS TO FORM AND CONTENT:

5 MAHONEY LAW GROUP, APC

6 DATE: 5-4-18

7 
8 KEVIN MAHONEY
9 TREANNA ALLEN

10 Attorneys for Plaintiffs
11 JORGE FLORES, JOSE GUEVARA, and
12 MANUEL DE LA PAZ as individuals and on
13 behalf of all similarly situated employees

14 FISHER & PHILLIPS LLP

15 DATE: _____

16 _____
17 MARK J. JACOBS
18 CHRISTOPHER M. AHEARN
19 Attorneys for Defendant
20 TUTTLE-CLICK FORD, INC.

EXHIBIT B

ORANGE COUNTY SUPERIOR COURT
Flores v. Tuttle-Click Ford, Inc.
Case No. 30-2016-00854534-CU-OE-CXC

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: ALL NON-EXEMPT HOURLY-PAID EMPLOYEES CURRENTLY AND/OR FORMERLY EMPLOYED AT TUTTLE-CLICK FORD., AT ANY TIME FROM MAY 25, 2012 THROUGH [Preliminary approval date]

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You have received this Notice because Tuttle Click Ford, Inc.'s ("Tuttle-Click" or "Defendant") records reflect that you are or may be a class member in a pending class action entitled *Flores v. Tuttle-Click, Inc.*, Orange County Superior Court case number 30-2015-00814157-CU-OE-CXC (the "Action") and you may be entitled to money from the settlement of that Action.

This Notice is court approved and informs you of the terms of the agreement of the Parties to settle the claims as set forth and embodied in a Class Action Settlement Agreement ("Settlement"). This Notice explains what steps you may take to participate in, object to, or exclude yourself from the Settlement.

WHAT IS THIS ACTION ABOUT?

The Action was filed on May 25, 2016, on behalf of Plaintiffs, Jorge Flores and Manuel De La Paz ("Named Plaintiffs"), and other similarly situated current and former employees at Tuttle-Click Ford. The Action pled class allegation claims against Defendant for: (a) Failure to Pay Wages; (b) Failure to Comply with Wage Notice; (c) Failure to Provide Meal Periods; (d) Failure to Provide Rest Periods; (e) Failure to Provide Accurate Wage Statements; (f) Failure to Pay All Wages Upon Separation of Employment; (g) Unfair Competition; (h) Violation of Labor Code of Private Attorneys' General Act (i) Failure to Pay Minimum Wages in Violation of the Fair Labor Standards Act; and (j) Failure to Pay Overtime Wages in Violation of the Fair Labor Standards Act.. Named Plaintiffs seek to recover various damages and costs and penalties, including unpaid wages, restitution (including under California Business and Professions Code section 17200 *et seq.*), interest, penalties (including under PAGA), and attorneys' fees and costs. A copy of the complaint is on file with the Court.

Tuttle-Click denies each and all of the claims and contentions alleged by Named Plaintiff. Tuttle-Click believes strongly that it has multiple valid defenses to the claims and that its employees have been

properly paid and treated in accordance with the law. Absent the Settlement, Tuttle-Click would contest vigorously the lawsuit. By agreeing to this Settlement, Tuttle-Click is not admitting that it has any liability. Named Plaintiffs believe they would prevail on the claims that are subject to the Settlement.

After engaging in informal discovery and two (2) all-day mediation before an experienced mediator Steve Rottman, and follow up negotiations, the Parties agreed to the Settlement, which was preliminarily approved by the trial court in the Action (“Court”) on [Date]. Named Plaintiff and Class Counsel support the Settlement.

Neither the Court nor any other fact finder has decided whether the claims brought by the Named Plaintiffs (or Tuttle-Click’s defenses) are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable and any final determination of those issues will be made at the final hearing. Tuttle-Click reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations in the Action and whether this Action should proceed as a class action.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Jorge Flores and Manuel De La Paz are the Class Representatives or Named Plaintiffs in the Action, and have asserted claims on behalf of themselves and the class. Tuttle-Click is the Defendant. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The settlement class includes any and all non-exempt hourly-paid employees which includes Technician, Hourly Technician, Lube Technician, Painter Helper, Detailer, Hourly Detailer, Technician Helper, Collision Center Painter, Bodyshop Production, and Production Coordinator currently and/or formerly employed Tuttle-Click at any time during the Class Period from May 25, 2012 through [Preliminary approval date] (referred to as the “Class Period”), other than those who opt out (as discussed below). This group individually and collectively will be referred to as “Class Members.”

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Tuttle-Click will pay a maximum “Gross Settlement Amount” in the amount of Five Hundred Seventy Thousand Dollars (\$570,000.00) in exchange for: the release by Settlement Class Members of Settled Claims (defined below) against it and Released Parties (defined below); final judgment on the Action; and the other terms set forth in the Settlement. Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

- Individual Settlement Allocation: \$ [redacted] shall be allocated to Settlement Class Members and referred to in this notice as the “Net Settlement Amount” or “NSA.” Settlement Class Members who do not request to be excluded from the Settlement will receive a pro-rata share of

the Net Settlement Amount automatically, which will be referred to in this notice as the “Individual Settlement Allocation.” The Individual Settlement Allocation will be calculated by dividing the number of workweeks worked by you during the Class Period by the total workweeks worked by all Settlement Class Members during the Class Period as reflected in company records. Workweeks worked shall be determined by the Settlement Administrator based on data to be provided by Defendant, as may be modified by the Settlement Administrator’s resolution of any challenges. Your estimated Individual Settlement Allocation is \$ [REDACTED]. Settlement Class Members who do not request to be excluded from the Settlement will be forever barred from pursuing the Settled Claims against Tuttle-Click or any other Released Parties.

- Enhancement Payment: Named Plaintiffs will request an award not to exceed Five Thousand Dollars (\$5,000.00) in recognition of their work in this Action on behalf of the Class and a general release of all claims.
- Attorney’s Fees and Expenses Payment: Class Counsel (listed below) will seek a total amount of money not to exceed One Hundred Ninety Thousand Dollars (\$190,000.00) to be paid in accordance with the Settlement for any and all attorney’s fees and up to Thirty Thousand Dollars (\$30,000.00) in costs and expenses relating to the Action.
- Settlement Administration: The cost of settlement administration is approximately \$ [REDACTED], which pays for tasks such as translating and mailing this Notice, mailing checks and tax forms, reporting to the parties and the Court, and tracking submitted requests for exclusions.
- PAGA Penalty Payment: \$7,500 Agency under the California Labor Code’s Private Attorneys General Act of 2004 (“PAGA”), as amended, California Labor Code sections 2699 *et seq.*

WHAT AM I RELEASING UNDER THE SETTLEMENT?

Unless you timely exclude yourself from the class (as discussed below), you on behalf of yourself and your respective heirs, executors, administrators, personal representatives, successors and assigns irrevocably and unconditionally forever and fully release the claims as alleged in the First Amended Complaint against any and all Released Parties from any and all Settled Claims.

“Released Parties” means Defendant and its respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, related corporations, and privies, both individually and collectively, and any individual or entity which could be jointly liable with Defendant

“Settled Claims” means any and all claims for relief, whether suspected or unsuspected, which Named Plaintiffs or any Settlement Class Member have had, now have, or may discover in the future against the Released Parties or any of them for the Class Period for any or all claims alleged in the Action or which could have been alleged in the Action based on the allegations, facts, matters, transactions or occurrences alleged therein, specifically including without limiting the generality thereof: all causes of action asserted in the Action; Failure to pay wages; Failure to comply with Cal. Lab. Code § 2810.5; Failure to provide meal periods; Failure to provide rest periods; Failure to furnish accurate, itemized wage statements; Failure to pay all wages upon

separation of employment; Violations of the federal Fair Labor Standards Act; Unfair competition; and Violation of any provisions of the California Labor Code that are subject to penalties pursuant to the California Labor Code Private Attorneys General Act of 2004. based on the foregoing. The release of the foregoing claims extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, whether under, state law or common law (including, without limitation, violations of the California Labor Code, the Wage Orders, applicable regulations, California's Business and Professions Code section 17200 et seq. or under PAGA, but excluding the Fair Labor Standards Act unless the Class Member cashes a check received under this Settlement) and includes any claims, whether the conduct is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

"Settled Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages [based on the claims as alleged in the complaint and/or could have been pled based on the claims as alleged in the complaint.] Settled Claims also includes an express waiver of all benefits under section 1542 of the California Civil Code as to the Settled Claims only, as well as under any other federal or state statutes or common law principles of similar effect. The Final Judgment shall expressly provide that it covers and bars each and every Settlement Class Member from asserting any Settled Claims in the future. Civil Code Section 1542 provides in full as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In giving this waiver, you acknowledge that you have been advised of California Civil Code Section 1542, that you may hereafter discover facts in addition to or different from those that you now believes to be true with respect to the subject matter released herein, but agree that you have taken that possibility into account in reaching this Agreement and that, notwithstanding the discovery or existence of any such additional or different facts, as to which you expressly assumes the risk, you freely and voluntarily gives the release set forth above.

WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT ALLOCATION?

To receive your Individual Settlement Allocation, you do not need to do anything. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. It is your responsibility to keep the Settlement Administrator informed of any such change, as your Individual Settlement Allocation will be mailed to the address on file.

Neither Defendant, nor any Released Party offers tax advice regarding this Settlement. You may consider contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your Individual Settlement Allocation. Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies or bonus programs

that may exist and/or be offered to you through, by or in conjunction with Tuttle-Click or any other Released Party.

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the Settlement. To do so, you must submit Request For Exclusion Form to the Settlement Administrator at the following address: [REDACTED]. To be valid, for the Request For Exclusion Form (1) must be signed by the Class Member; and (2) must be postmarked or fax stamped by [30 days after mailing date] and returned to the Settlement Administrator at the specified address or fax number. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement, and you will be barred from pursuing the Settled Claims.

If you timely request to be excluded from the Settlement, you will not be entitled to receive any payment under the Settlement. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member (that is, Class Member who has not asked to be excluded from the Settlement) may object to the Settlement and appear at the hearing where the Court will make a final decision whether or not to approve the Settlement ("Final Approval Hearing"). The Final Approval Hearing is scheduled to take place on [REDACTED], 2016, at [REDACTED] a.m. in Department CX102 of the Orange County Superior Court, located at the address below. The hearing may be continued (moved to another date) without further notice to you.

If you wish to object, you must submit a written objection to the Settlement Administrator at the following address: [REDACTED]. To be valid, the written objection must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the dates of employment of the Settlement Class Member; (3) the basis for the objection; and (4) if the Class Member intends to appear at the Final Approval Hearing. A Class Member who wishes to object must submit his or her objection to the Settlement Administrator no later than [30 days after mailing date]. The Parties shall be permitted to file responses to the objection in addition to any motion for final approval documents.

CLASS COUNSEL

KEVIN MAHONEY (SBN: 235367)
TREANA ALLEN (SBN: 302922)
MAHONEY LAW GROUP, APC
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Long Beach, CA 90802
Telephone: (562) 590-5550
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DEFENDANT'S COUNSEL

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Attorneys for Defendant, TUTTLE-CLICK
FORD, INC.

	THE COURT CIVIL COMPLEX CENTER 751 West Santa Ana Blvd. Santa Ana, CA 92701
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Only Settlement Class Members who have filed and served timely written objections will be entitled to be heard at the Final Approval Hearing. The Court has decided that the law firms listed above under “CLASS COUNSEL” are qualified to represent the Settlement Class Members. However, you have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

Filing an objection will *not* exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still have the right to receive an Individual Settlement Allocation and will be barred from pursuing the Settled Claims. Do not file both an objection and request for exclusion. If you file both a request for exclusion and an objection, you will be excluded from the class and the objection will not be considered.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the Settlement whether or not they receive or timely cash their Individual Settlement Allocations. Final approval of the Settlement will bar any Settlement Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding any Settled Claims. The Class Action Settlement Agreement and Stipulation on file with the Court contains additional details about the scope of the release.

FURTHER INFORMATION

The foregoing is only a summary of the Settlement. The Settlement, pleadings and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk’s Office of the Orange County Superior Court listed above as “THE COURT”.

If you have any questions about the Settlement, you can contact Class Counsel, whose contact information is listed above in “CLASS COUNSEL” or the Settlement Administrator at:

[List claims administrator information].

You may seek the advice and guidance of your own attorney at your own expense.

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION
REGARDING THIS SETTLEMENT.***

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JORGE FLORES, JOSE GUEVARA, and
MANUEL DE LA PAZ, as individuals and on
behalf of all similarly situated employees,

Plaintiffs,

v.

TUTTLE-CLICK FORD, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendant.

Case No.: 30-2016-00854534-CU-OE-CXC

REQUEST FOR EXCLUSION

*[Assigned for All purposes to:
William Claster, Dept. CX-102]*

Complaint Filed: May 25, 2016

Name: _____

Address: _____

Telephone: _____

Last 4 Digits of SSN: _____

I wish to be excluded from the Settlement of the case *Flores v. Tuttle-Click Ford, Inc.*, Case 30-2016-00854534-CU-OE-CXC, currently pending in the Superior Court of the State of California, County of Orange.

Dated: _____ (signature)

If you wish to be excluded from the Settlement, please complete and sign this Request for Exclusion form and mail it to [Insert Administrator] at [Address] no later than [DATE set by Court].