

1 Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
2 Enzo Nabiev (SBN 332118)
MOON & YANG, APC
3 1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
4 Telephone: (213) 232-3128
Facsimile: (213) 232-3125
5 E-mail: kane.moon@moonyanglaw.com
E-mail: allen.feghali@moonyanglaw.com
6 E-mail: enzo.nabiev@moonyanglaw.com

7 *Attorneys for Plaintiff Alex Vargas*

8 David J. Reese – Bar No. 184682
Robert A. Lopez – Bar No. 315623
9 FINE, BOGGS & PERKINS LLP
111 West Ocean Blvd., Ste 2400
10 Long Beach, California 90802
(562) 366-0861 Tel
11 (526) 490-8561 Fax

12 *Attorneys for Defendant Hollywood Motor Cars, LLC*

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**
16
17

18 ALEX VARGAS individually, and on behalf of
all others similarly situated,

19 Plaintiff,
20

21 vs.

22 HOLLYWOOD MOTOR CARS, LLC, a
23 limited liability company; and DOES 1 through
24 10, inclusive,

25 Defendants
26
27
28

Case No. 20STCV46625

[Assigned for all purposes to Hon. Carolyn B.
Kuhl. Department 12]

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Complaint filed: December 7, 2020
Trial date: Not Set

1 **SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

2 Plaintiff ALEX VARGAS ("Plaintiff"), individually and in his capacity as a representative of
3 the State of California on behalf of other allegedly aggrieved employees, and Defendant
4 HOLLYWOOD MOTOR CARS, LLC ("Defendant"), hereby enter into this Settlement Agreement and
5 Release of Private Attorneys General Act of 2004 Claims ("Settlement") as follows:

6 **DEFINITIONS**

7 1. **"Action"** means and refers to *Vargas v. Hollywood Motor Cars, LLC, et al.* Case No.
8 20STCV46625, which is currently pending in the Los Angeles County Superior Court of the State
9 of California.

10 2. **"PAGA Settlement Members"** The PAGA Settlement Members (also referred to
11 herein as the "aggrieved employees") included in the Settlement shall be all past and present non-
12 exempt hourly employees of Defendant in California at any time from December 2, 2019 through
13 the sooner of May 26, 2022 or the date the Covered Pay Periods reaches 3,200 ("Covered Period").

14 3. **"Settled Claims"** This Settlement is a settlement of all PAGA claims identified in
15 Plaintiff's PAGA notice letter, dated December 2, 2020 ("Settled Claims").

16 4. The terms **"Agreement," "Settlement,"** and **"Settlement Agreement"** mean this
17 Agreement for PAGA Representative Action Settlement, which the Parties acknowledge sets forth
18 all material terms and conditions of the Settlement between them, and which is subject to Court
19 approval pursuant to Section 2699(1) of the California Labor Code Private Attorneys General Act
20 of 2004, Labor Code §§ 2698, *et seq.*

21 5. **"Court"** means the California Superior Court, County of Los Angeles.

22 6. **"Defendant"** means HOLLYWOOD MOTOR CARS, LLC.

23 7. **"Effective Date"** The Effective Date of this Agreement shall be the date the Court
24 enters an order approving this Agreement.

25 8. **"PAGA Period"** shall mean December 2, 2019 to the sooner of May 26, 2022 or the
26 Covered Pay Periods reaches 3,200.

27 9. **"Gross Settlement Amount"** means a maximum total of \$150,000.00, which
28 includes all payments owing as a result of this Agreement and includes: the Net Settlement Amount;

1 Settlement Administration Costs; Plaintiff's service payment; and PAGA Counsel Attorneys' Fees
2 and Costs as awarded by the Court.

3 10. **"Covered Pay Periods"** all pay periods PAGA Settlement Member worked during
4 the PAGA Period.

5 11. **"LWDA Payment"** means a payment to the California Labor Workforce and
6 Development Agency in an amount equal to 75% of the Net Settlement Amount.

7 12. **"Net Settlement Amount"** is the Gross Settlement Amount less (1) PAGA
8 Counsel's Attorneys' Fees and Costs and (2) Settlement Administration Costs.

9 13. **"PAGA Aggrieved Employee Payment"** means a payment of 25% of the Net
10 Settlement Amount, which the Parties have agreed to pay the Aggrieved Employees in connection
11 with the settlement of the PAGA Claim.

12 14. **"PAGA Claim"** means the claim for civil penalties under the California Labor Code
13 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, "PAGA") alleged in
14 the Action and stated in Plaintiff's March 8, 2021 notice letter to the LWDA.

15 15. **"PAGA Counsel"** means Moon & Yang, APC.

16 16. **"Released Claims"** means all claims for relief under PAGA, of whatever kind or
17 nature, based on the facts alleged by Plaintiff in his December 2, 2020 notice letter to the LWDA
18 including, but not limited to, Labor Code sections 201, 202, 203, 204, 210, 210, 226, 226.3, 226.7,
19 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1197.1, 1198, 2802, 2699(f)(2), and the applicable IWC
20 Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA.

21 17. **"Released Parties"** shall mean Defendant, and each of its respective current and
22 former, direct and indirect owners, parents, subsidiaries, brother-sister companies, and all other
23 affiliates and related entities, and their current and former partners, officers, directors, employees,
24 attorneys, agents, and other related parties.

25 18. **"Representative Plaintiff"** means Plaintiff Alex Vargas.

26 19. **"Settlement Administrator"** shall mean ILYM Group, Inc., a neutral third-party
27 administrator chosen by the Parties, subject to approval by the Court.

28

RECITALS

20. On December 2, 2020, Plaintiff sent a PAGA Notice to the Labor Workforce and Development Agency ("LWDA"), with a copy to Defendant. On December 7, 2020, Plaintiff filed a class action complaint in the Superior Court of the State of California, County of Los Angeles in a case styled *Vargas v. Hollywood Motor Cars, LLC, et al.* Case No. 20STCV46625.

21. On April 19, 2021, Plaintiff filed a first amended complaint in the Action to the add the PAGA Claim. On May 13, 2021, the Court entered an order dismissing the class and individual allegations without prejudice so that Plaintiff could proceed under PAGA.

22. The PAGA Claims seek civil penalties and an award of reasonable attorneys' fees and costs.

23. The Parties have conducted a thorough investigation into the facts of the Action. This included exchanging data and information as well as documents relating to the underlying alleged violations. After attending a mediation with Lynn Frank, Esq. on May 26, 2022, the Parties entered into an agreement, formalized herein, which they believe is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a compromise of Representative Plaintiff's and the Aggrieved Employees' PAGA Claim, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim that the Representative Plaintiff and the Aggrieved Employees have against Defendant or any persons or companies affiliated with Defendant.

24. The Parties enter into this Settlement Agreement on a conditional basis. In the event the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose whatsoever.

25. Defendant denies all of the claims in the Action, and does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural and factual grounds should this Settlement Agreement not become final. This Settlement Agreement reflects a compromise reached to end litigation.

26. The Parties stipulate and agree to the following terms of this Settlement Agreement

with the intent that this Agreement finally disposes of the Action with prejudice.

TERMS AND CONDITIONS

27. **Settlement Payments and Calculation of Claims.** The following table summarizes the allocation of the Gross Settlement Amount:

Gross Settlement Amount of \$150,000.00 Is Broken Down As Follows: • PAGA Counsel Attorneys' Fees not to exceed 33 1/3% (or \$50,000.00). • PAGA Counsel Costs not to exceed \$15,000.00. • Payment for Plaintiff in exchange for a release under CCP section 1542: \$5,000 • Settlement Administration Costs not to exceed \$7,500.00. • Approximately \$72,500.00 for the Net Settlement Amount: ○ 25% of the Net Settlement Amount for the PAGA Aggrieved Employee Payment (approximately \$18,125) ○ 75% of the Net Settlement Amount for the LWDA Payment (approximately \$54,375.00)

28. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of \$150,000.00. The Gross Settlement Amount includes payments to be made to PAGA Counsel's attorneys' fees and costs, LWDA Payment, Payment to Plaintiff for the resolution of her individual claims, and Settlement Administration Costs.

29. Early Termination of PAGA Period: The Parties agree that as of May 26, 2022, the number of pay periods worked by PAGA Settlement Members is approximately 2,500. If it is determined that the Covered Pay Periods worked exceeds 3,200, the PAGA Period shall end on the date the Covered Pay Periods reaches 3,200.

30. The Parties agree, subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

a. **Settlement Administration Fees And Costs:** The fees and costs associated with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the "**Settlement Administration Costs**") will be paid from the Gross Settlement Amount and are estimated not to exceed \$7,500.00. The Parties agree to use ILYM Group, Inc. as the Settlement Administrator. Any unused portion of the settlement administration

1 fees shall be distributed to the aggrieved employees and LWDA on a pro-rata basis.

2 b. PAGA Counsel's Attorneys' Fees and Costs: The Parties agree that, subject
3 to the Court's review and approval, PAGA Counsel will be paid from the Gross Settlement Amount
4 an amount that is up to 33 1/3% of the Gross Settlement Amount for attorneys' fees (\$50,000), plus
5 actual litigation costs), not to exceed \$15,000.00. Any unused portion of the attorneys' costs shall
6 be distributed to the aggrieved employees and LWDA on a pro-rata basis.

7 c. Service Award To Named Plaintiff: Subject to Court approval, Defendant
8 agrees to pay Plaintiff a Service Award of Five Thousand Dollars (\$5,000.00) to be paid from the
9 Gross Settlement Amount, for the release of his individual claims. Upon receipt of the service award,
10 Plaintiff will be deemed to have fully released and discharged Defendant and the Released Parties
11 from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind
12 which have been or could have been asserted against Defendant and the Released Parties arising out
13 of, or relating to, Plaintiff's employment with Defendant or termination thereof. This release is
14 intended to have the broadest possible effect under the law, and specifically includes any and all
15 claims, demands, obligations and/or causes of action for wages, damages, liquidated damages,
16 benefits, fringes, equitable relief, restitution, penalties, interest, and attorneys' fees and costs (except
17 provided by the Settlement) relating to or in any way connected with the matters referred to herein,
18 whether or not known or suspected to exist, and whether or not specifically or particularly described
19 herein. Specifically, Plaintiff will be deemed to have waived all rights and benefits afforded by
20 California Civil Code Section 1542, which provides:

21 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
22 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
23 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
24 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
25 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
26 **DEBTOR OR RELEASED PARTY.**

27 Defendant will not oppose Plaintiff's request for the Service Award. Plaintiff will be
28 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes

owing on said amount. The Parties agree that a reduction by the Court of the requested Service Award is not a basis for rendering the entire Settlement voidable or unenforceable.

d. Net Settlement Amount: After deducting PAGA Counsel's Attorneys' Fees and Costs, Plaintiff's Service Award, and Settlement Administration Costs from the Gross Settlement Amount, the remaining amount will comprise the Net Settlement Amount. The Net Settlement Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employee Payment. The Net Settlement Amount of approximately \$72,500 shall be allocated 75% to the LWDA Payment, which is estimated to total \$54,375.00. The remaining 25% of the Net Settlement Amount, estimated to total \$18,125.00, shall be allocated to the PAGA Aggrieved Employee Payment to be paid to the Aggrieved Employees on a *pro rata* basis as noted below, which shall be referred to as the Aggrieved Employee's "**Individual PAGA Payment**."

e. Calculation of Individual PAGA Payments: Each PAGA Settlement Member will be paid a pro-rata share of the PAGA Aggrieved Employee Payment, as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual PAGA Settlement Member's Covered Pay Periods during the PAGA Period to the total pay periods of all the PAGA Settlement Members during the PAGA Period as follows: [Covered Pay Periods worked by a PAGA Settlement Member] ÷ [Sum of all Pay Periods worked by all PAGA Settlement Members] × [PAGA Aggrieved Employee Payment] = Individual PAGA Payment. Individual PAGA Payments to PAGA Settlement Members in the appropriate amounts will be distributed by the Settlement Administrator by mail as set forth below.

f. Taxes and Reporting: The Individual PAGA Payments will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

31. Release By PAGA Members

a. PAGA Members Limited Release. Each PAGA Member (including Plaintiff) shall, for the PAGA Period, fully release and forever discharge Defendant from any and all claims for PAGA penalties that were asserted pursuant to Labor Code Section 2699 for civil penalties (excluding wages) in Plaintiff's PAGA Notice, submitted on December 2, 2020.

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

32. Settlement Funding

Subject to Court approval of the Settlement, payment shall be made to the administrator within 14 days of Court approval (assuming that the LWDA has not intervened or indicated in anyway that it intends to intervene in the settlement). If the LWDA has intervened, or indicated that it may intervene, payment will be due 14 days after any such intervention is resolved, or the LWDA indicates that it is no longer going to intervene in the Action.

33. PAGA List.

Within 10 days after the Effective Date, Defendant will compile a PAGA Member list containing: (1) name; (2) last known home address and telephone number; (3) number of pay periods as a PAGA Member during the Covered Period; and (4) social security number. The PAGA Members shall receive a pro rata share of the 25 percent of the PAGA Penalties Payment allocated to PAGA Members, which will be calculated using a ratio of (a) the number of pay periods worked by the PAGA Member during the Covered Period to (b) the total number of pay periods worked by all PAGA Members during the Covered Period.

34. List Of Individual Settlement Amounts.

Within 10 days after the Settlement Administrator receives the PAGA List, the Settlement Administrator will provide to PAGA Counsel and Defendant's counsel a Proceeds List reflecting the Individual PAGA Payment for each Aggrieved Employee ("**Proceeds List**"). The Proceeds List provided to PAGA Counsel will not include the Aggrieved Employees' names, social security numbers or contact information.

35. PAGA Payments to Aggrieved Employees.

a. On the Payment Date, the Settlement Administrator will mail to each Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement Notice in English and Spanish, attached as Exhibit B to this Agreement and (b) their Individual

1 PAGA Payment (collectively, the “PAGA Packet”).

2 b. Prior to mailing, the Settlement Administrator will update all addresses using
3 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
4 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
5 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
6 the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip
7 Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the
8 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
9 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
10 Administrator, Defendant, or PAGA Counsel shall be required to take further action.

11 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
12 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee’s
13 check is not cashed within that period, the settlement payment check will be voided and a stop-
14 payment will be issued. Neither Defendant, Defendant’s counsel, Plaintiff, nor PAGA Counsel will
15 have any liability for lost or stolen settlement payment checks, forged signatures on settlement
16 payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a
17 settlement payment check within the 180 day period.

18 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
19 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
20 transmitted to California State Controller’s Office for Unclaimed Property in the name of each
21 Aggrieved Employee who failed to cash their Individual PAGA Payment prior to the void date.

22 36. **Payments Of Attorneys’ Fees And Costs, and the LWDA Settlement Payment.**

23 a. On the Payment Date, the Settlement Administrator will pay from the Gross
24 Settlement Amount to PAGA Counsel its Court-approved Attorneys’ Fees and Costs.

25 b. On the Payment Date, the Settlement Administrator will pay the LWDA
26 Payment from the Net Settlement Amount by issuing a check payable to “California Labor
27 Workforce and Development Agency.”

28 37. **Deadlines.**

1 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
2 the deadline will be automatically extended to the next regular business day. Unless specified
3 otherwise, all references to "days" shall mean calendar days.

4 38. **Enforcement and Continuing Jurisdiction of the Court.**

5 Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court
6 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
7 Even after the entry of the Final Order and Judgment, this Court will have and retain continuing
8 jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent
9 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement
10 and all matters provided for in it, and to interpret it.

11 39. **Mutual Full Cooperation.**

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

15 40. **Non-Admission Of Liability.**

16 The Parties enter into this Agreement to resolve the dispute that has arisen between them
17 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
18 Defendant does not admit, and specifically denies, that it has violated any federal, state, or local
19 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
20 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
21 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.
22 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected
23 with it, shall be construed as an admission or concession by Defendant of any such violations or
24 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
25 of this Agreement, this Agreement and its terms and provisions shall not be offered or received as
26 evidence in any action or proceeding to establish any liability or admission on the part of Defendant
27 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
28 federal, state, local or other applicable law.

1 41. **Effective Date Of Defendant's Obligations Under This Agreement.**

2 Defendant's obligations under this Settlement Agreement will become final and effective
3 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
4 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
5 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
6 In such event, neither this Agreement nor any negotiations leading to this Settlement will be used
7 or construed by or against any Party as a determination, admission, or concession of any issue of
8 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
9 respective rights regarding the prosecution and defense of the Action, including all available
10 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
11 existed.

12 42. **Nullification.**

13 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
14 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
15 or declared or rendered void as to any material term as defined above, then (a) the Settlement
16 Agreement shall become null and void; (b) the Parties will revert to their respective positions
17 immediately prior to reaching the settlement; and (c) Defendant will be responsible for any
18 Settlement Administration Costs.

19 43. **Invalidation.**

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

23 44. **Entire Agreement.**

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

28 45. **Authorization To Act.**

1 PAGA Counsel warrants and represents that they are authorized by the Representative
2 Plaintiff, and counsel of record for Defendant warrants that it is authorized by Defendant, to take all
3 appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
4 Agreement to effectuate its terms, and to execute any other documents required to effectuate the
5 terms of this Settlement Agreement, except for any documents, including but not limited to this
6 Settlement Agreement, that are required to be executed by the Parties.

7 46. **Modification Only In Writing.**

8 This Settlement Agreement may be amended or modified only by a written instrument signed
9 by all Parties or their successors in interest.

10 47. **Binding On Successors.**

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

16 48. **No Prior Assignments.**

17 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to
18 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
19 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
20 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

21 49. **Governing Law.**

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

24 50. **Counterparts.**

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

28 51. **Headings For Convenience Only.**

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

3 52. **Construction Of This Agreement.**

4 The Parties agree that the terms and conditions of this Settlement Agreement are the result
5 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
6 construed in favor of or against any Party by reason of the extent to which any Party, or his or its
7 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
8 entire agreement between the Parties. Except as expressly provided in this Agreement, this
9 Settlement Agreement has not been executed in reliance upon any other oral or written
10 representations or terms and no such extrinsic oral or written representations or terms will modify,
11 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
12 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
13 Procedure section 1856(a), which provide that a written agreement is to be construed according to
14 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiff
15 and Defendant had available to it the advice and assistance of independent counsel. As such, neither
16 Representative Plaintiff nor Defendant may claim that any ambiguity in this Settlement Agreement
17 should be construed against the other.

18 53. **Corporate Signatories.**

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

22 54. **Representation By Counsel.**

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

26 55. **Attorneys' Fees And Costs.**

27 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
28 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action

1 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
2 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
3 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

4 **IT IS SO AGREED:**

5 Dated: 8/1/2022

PLAINTIFF ALEX VARGAS

DocuSigned by:

Alex Vargas

7D82CE13EC94487...

Alex Vargas

10 Dated: July 28, 2022

DEFENDANT HOLLYWOOD MOTOR
CARS, LLC

13 By: Ryan J. Ward 
14 Its: Vice President of Human Resources & Legal Affairs

16 APPROVED AS TO FORM ONLY:

17 Dated: _____

MOON & YANG, APC

19 _____
20 Allen Feghali
Attorneys for Plaintiff

21 APPROVED AS TO FORM ONLY:

22 Dated: July 29, 2022

FINE, BOGGS & PERKINS, LLP


Dave Reese

26 Attorneys for Defendant
27 Hollywood Motor Cars, LLC