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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
14

15 ISMAEL MALDONADO and JOSE
16 BONITO, on behalf of himself and other
aggrieved employees,

17 Plaintiffs,

18 vs.

19 BYD COACH & BUS LLC; BYD
20 MOTORS, INC.; BYD MOTORS LLC; and
DOES 1 to 100, inclusive,

21 Defendant.
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Case No. 21STCV22776

**JOINT STIPULATION REQUESTING
APPROVAL OF REPRESENTATIVE
PAGA SETTLEMENT; ~~PROPOSED~~
ORDER THEREON**

*[Filed concurrently with Declaration of
Malcolm E. Clayton in Support; Declaration of
Andrew J. Rowbotham in Support]*

Assigned for All Purposes to:
Hon. Stephanie M. Bowick, Dept. 19

Action Filed: June 17, 2021
Trial Date: None

FILED
Superior Court of California
County of Los Angeles
05/07/2025

David W. Slayton, Executive Officer / Clerk of Court

By: J. Cruz Deputy

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28 BYD COACH & BUS LLC

1 **JOINT STIPULATION REQUESTING APPROVAL OF PAGA SETTLEMENT**

2 WHEREAS, Ismael Maldonado (“Plaintiff Maldonado”) alleged certain violations of the
3 California Labor Code against Defendant BYD Coach & Bus LLC (“Defendant”) (collectively, the
4 “Parties”) in an April 12, 2021 letter to the LWDA including (1) failure to pay minimum wage for
5 all hours worked at the minimum wage rate, (2) failure to provide all legally required and legally
6 compliant meal and rest periods, (3) failure to indemnify employees for employment-related
7 expenditures, (4) failure to timely pay earned wages during employment, and (5) failure to timely
8 pay all unpaid wages due at termination, and any and all other alleged Labor Code violations
9 pursuant to *Huff v. Securitas Security Services USA, Inc.* 25 Cal. App. 5th 754 (2018) (“Maldonado
10 LWDA Letter”).

11 WHEREAS, Jose Bonito (“Plaintiff Bonito”) (Plaintiff Bonito together with Plaintiff
12 Maldonado, the “Plaintiffs”) alleged certain violations of the California Labor Code against
13 Defendant (collectively, with Plaintiffs, the “Parties”) in an October 12, 2023 letter to the LWDA
14 including (1) failure to pay all minimum wages owed, (2) failure to pay all overtime wages owed,
15 (3) failure to provide all lawful meal and rest periods and/or meal and rest period premiums,
16 respectively, in lieu thereof, (4) failure to furnish accurate, itemized wage statements, (5) failure to
17 pay all wages owed upon termination, (6) failure to pay all earned wages at least twice during each
18 calendar month, and (7) failure to maintain accurate records, and any and all other alleged Labor
19 Code violations pursuant to *Huff v. Securitas Security Services USA, Inc.* 25 Cal. App. 5th 754
20 (2018) (“Bonito LWDA Letter”).

21 WHEREAS, on June 17, 2021, Plaintiff Maldonado filed a complaint initiating this Action,
22 in the Superior Court for the State of California, for the County of Los Angeles, Case No.
23 21STCV22776, alleging a cause of action against Defendant for Civil Penalties Pursuant to PAGA.
24 (the “Action”).

25 WHEREAS, on December 18, 2023, Plaintiff Bonito filed a complaint, in the Superior Court
26 for the State of California, for the County of Los Angeles, Case No. 23STCV30810, alleging a cause
27 of action against Defendant for Civil Penalties Pursuant to PAGA. (“Bonito Action”).
28

1 WHEREAS, on January 19, 2024, Defendant removed the Bonito Action to the United
2 States Central District.

3 WHEREAS, on February 5, 2024, Plaintiff Bonito voluntarily dismissed the *Bonito* Action
4 without prejudice per Federal Rule of Civil Procedure 41(a)(1)(A)(i);

5 WHEREAS, on January 2, 2025, Plaintiff Maldonado and Defendant filed a Joint Stipulation
6 requesting that the Court grant Plaintiffs leave to file a First Amended Complaint in the Action,
7 adding Plaintiff Bonito as a named Plaintiff and effectively consolidating the Bonito Action into the
8 Action. On January 6, 2025, the Court entered an order granting Plaintiffs leave to file a First
9 Amended Complaint in the Action;

10 WHEREAS, on January 9, 2025, pursuant to the stipulation of the Parties, Plaintiffs filed a
11 First Amended Complaint (the “Operative Complaint”) in the Action, adding Plaintiff Bonito as a
12 named Plaintiff, thereby effectively consolidating the Bonito Action into the Action;

13 WHEREAS, the Action is a representative action under the Private Attorneys General Act
14 of 2004, as amended (“PAGA”), and the Operative Complaint asserts a sole cause of action for
15 PAGA penalties based on alleged failure to pay wages for all hours worked at minimum wage,
16 failure to pay wages for overtime hours worked at the overtime rate of pay, failure to provide legally
17 required and compliant meal periods, failure to provide legally required and compliant rest periods,
18 failure to indemnify employees for losses and expenditures incurred as part of employment, failure
19 to timely pay earned wages during employment, failure to provide complete and accurate wage
20 statements and maintain records, and failure to pay all wages at termination;

21 WHEREAS, Defendant denies any liability or wrongdoing of any kind associated with the
22 claims alleged in the Action, and denies any liability or intentional wrongdoing whatsoever.
23 Defendant contends, among other things, that it has complied, at all times, with the California Labor
24 Code, the related California Industrial Wage Orders, and all other state and federal wage laws, and
25 further contends that the Action is without merit. Defendant has denied and continues to deny each
26 and every material factual allegation and alleged claim asserted against it in the Action. Defendant
27 further contends that the imposition of any penalties would be unjust, arbitrary, oppressive, and
28 confiscatory.

1 WHEREAS, counsel for both Parties conducted a thorough investigation of both the factual
2 and legal issues affecting the strengths and weaknesses of Plaintiffs' claims and potential recovery.
3 In preparation for mediation, Defendant produced information about its policies and practices, the
4 number of potentially Aggrieved Employees, and the number of pay periods at issue. The Parties
5 also prepared briefing in preparation for mediation that addressed the core factual and legal issues
6 of the case. This allowed both Parties to reach a reasoned and informed resolution of this matter;

7 WHEREAS, on January 29, 2024, the Parties participated in mediation with respected and
8 experienced mediator Gig Kyriacou, Esq. (the "Mediator"), and with the assistance of the Mediator,
9 the Parties reached the settlement of the PAGA claims of the "Aggrieved Employees," who are
10 defined as all persons who were employed by Defendant in California and classified as a non-
11 exempt, hourly employee, who worked at least one pay period for Defendant at any time during the
12 PAGA Period, which is the time period from June 2, 2020 through April 1, 2024;

13 WHEREAS, the Parties have documented the proposed settlement of the Action in a fully-
14 executed agreement entitled "*PAGA Settlement Agreement*" attached hereto as **Exhibit 1** (the
15 "PAGA Settlement Agreement");

16 WHEREAS, the Parties recognize that, in accordance with Labor Code former Section
17 2699(l), court approval is required in the event of a settlement of a PAGA action on a representative
18 basis;

19 WHEREAS, as explained in *Arias v. Superior Court*, 46 Cal. 4th 969, 981 (2009), the Parties
20 are not obligated to follow the class action procedural rules in PAGA cases and therefore need not
21 obtain approval of a settlement thorough a motion for preliminary or final approval. *See also*
22 *Mendoza vs. Nordstrom, Inc.*, 2 Cal. 5th 1074, 1080 (2017) ("PAGA authorizes a representative
23 action without the need for class certification."); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d
24 1117, 1123 (9th Cir. 2014) ("[A] PAGA suit is fundamentally different than a class action" in that
25 "PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees
26 opt out of a PAGA action."); *Williams v. Superior Ct.*, 3 Cal. 5th 531, 546-47 (2017) ("PAGA does
27 not make other potentially aggrieved employees parties or clients of plaintiff's counsel, does not
28

1 impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff
2 or counsel to scrutiny with respect to the ability to represent a large class.”);

3 WHEREAS, the Parties seek to obtain the Court’s approval of the PAGA Settlement
4 Agreement executed by the Parties herein, and resolve this matter in the most efficient manner
5 possible;

6 WHEREAS, the PAGA Settlement Agreement provides that, effective on the date when
7 Defendant fully funds the entire settlement amount, the Aggrieved Employees will be bound by the
8 following “PAGA Release”:

9 “All Aggrieved Employees are deemed to release, on behalf of themselves and their
10 respective former and present representatives, agents, attorneys, heirs, administrators,
11 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
12 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in
13 the Operative Complaint and the PAGA Notice. Aggrieved Employees will not be releasing
any underlying wage and hour claims through this settlement, only PAGA claims. Aggrieved
Employees will not be provided with the opportunity to opt out of this PAGA Release.”

14 WHEREAS, the “Released Parties” means: Defendant and each of its former and present
15 directors, officers, shareholders, owners, members, employees, agents, representatives, attorneys,
16 insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

17 WHEREAS, the PAGA Release shall apply to claims arising during the PAGA Period from
18 June 2, 2020 through April 1, 2024, provided, however, that if the actual pay periods for the PAGA
19 Period, exceed 40,000 by more than 10%, the end date of the PAGA Period may be rolled back at
20 Defendant’s option (i.e., moved to an earlier date) such that the PAGA Period concludes on the date
21 that is one day before the 10% threshold is exceeded (i.e., 44,000 pay periods) so that the number
22 of pay periods for which a release is provided does not exceed the projected figures by more than
23 10%, as specified in the PAGA Settlement Agreement (**Exhibit 1** hereto) at § 8);

24 WHEREAS, based on their own independent investigations and evaluations, including but
25 not limited to the fact that Defendant maintains it has facially compliant policies and practices,
26 Plaintiffs and their counsel are of the opinion that the settlement for the consideration and on the
27 terms set forth in the attached PAGA Settlement Agreement is fair, reasonable, and adequate, and
28 is in the best interests of the Plaintiffs, the Aggrieved Employees, and the State of California in light

1 of all known facts and circumstances and the risks inherent in litigation, including the potential
2 appellate issues. Plaintiffs' Counsel believes that the settlement amount entered into is in the best
3 interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair,
4 reasonable and adequate, given the inherent risk of litigation. Plaintiffs' counsel also believes the
5 settlement amount is in line with comparable PAGA settlements recently approved by courts and at
6 trial. See e.g., *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (holding that the
7 plaintiff was only entitled to collect the reduced penalty amount of \$5.00 for each pay period in
8 which a meal period violation occurred, or 5% of the PAGA penalties at issue);

9 WHEREAS, Plaintiffs and their counsel recognize the risks inherent in PAGA actions,
10 including courts' discretion to reduce the amount of civil penalties. See *Thurman v. Bayshore*
11 *Transit Mgmt., Inc.*, 203 Cal. App. 4th 1112, 1135 (2012) (“[U]nder section 2699, subdivision (e)(2)
12 a trial court may exercise its discretion to award lesser penalties based on the enumerated
13 considerations.”) (emphasis in original) (internal quotation marks and citations omitted).
14 Specifically, the trial court may reduce the civil penalty if declining to do so “would result in an
15 award that is unjust, arbitrary, oppressive, or confiscatory based on the facts and circumstances of
16 [the] case.” *Id.* Courts routinely exercise this discretion in the rare PAGA cases that proceed to
17 trial and obtain a successful verdict. See, e.g., *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK
18 (OPx), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011) (awarding PAGA penalties of
19 \$500,000.00 instead of maximum recovery of \$2.8 million); cf. *Aguirre v. Genesis Logistics*, No.
20 SACV 12-00687 JVS (ANx), 2013 WL 10936035, at *2-3 (C.D. Cal. Dec. 30, 2013) (after granting
21 summary judgment, awarding PAGA penalty of \$500,000.00 instead of maximum recovery of \$1.8
22 million);

23 WHEREAS, Plaintiffs also recognize that PAGA penalties may not be awarded at all
24 because the Labor Commissioner has specifically stated that the main purpose for assessing PAGA
25 penalties by the Labor and Workforce Development Agency is to enforce California's Labor Code
26 and obtain compliance. Specifically, with regard to assessing the adequacy of settlements, the
27 penalty amounts should “promote PAGA's compliance and deterrence goals.” Amicus Curiae Brief
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1 Submitted by the State Labor Commissioner, *Price v. Uber Technologies*, Case No. BC544512 June
2 16, 2017.

3 WHEREAS, Plaintiffs' evaluation of the risk and reasons for settlement are detailed in the
4 concurrently filed Declarations of Malcolm E. Clayton and Andrew J. Rowbotham;

5 WHEREAS, Defendant recognizes that further defense of the Action would be protracted
6 and expensive, and substantial amounts of Defendant's time, energy, and operational resources have
7 been, and unless this settlement is completed, shall continue to be, devoted to the defense of the
8 PAGA claim asserted by Plaintiffs. Defendant has also taken into account the risks of further
9 litigation in reaching its decision to enter into the PAGA Settlement Agreement. Even though
10 Defendant contends it is not liable for any of the claims alleged by Plaintiffs in this Action and
11 denies any and all liability whatsoever, Defendant, nonetheless, has agreed to settle in the manner
12 and upon the term set forth in this Stipulation and to fully and finally put to rest the PAGA claim
13 alleged in this Action. Defendant has asserted and continues to assert that the PAGA claims alleged
14 by Plaintiffs have no merit and do not give rise to any liability, damages, restitution, penalties or
15 other payments. The PAGA Settlement Agreement is a compromise of disputed claims. Nothing
16 contained in the PAGA Settlement Agreement or this Stipulation, no documents referred to herein,
17 and no action taken to carry out this Stipulation shall be construed or used as an admission by or
18 against Defendant as to the merits or lack thereof of the PAGA claim asserted in the Action.
19 Defendant contends that it has complied with all applicable state, federal and local laws. In the event
20 this settlement does not obtain approval, Defendant retains all rights it has to defend itself in this
21 matter and to take any actions in defense of itself that are available to it.

22 WHEREAS, the Parties provided notice of the proposed settlement to the LWDA as required
23 by PAGA. Attached hereto as **Exhibit 2** is a true and correct copy of the email confirmation
24 showing that the Parties submitted the proposed PAGA Settlement Agreement to the LWDA;

25 WHEREAS, prior to the submission of this Stipulation, the Parties met and conferred and
26 agreed upon a Proposed Order and Judgment. Concurrently filed herewith is a true and correct copy
27 of the Parties' Proposed Order and Judgment;
28

1 WHEREAS, prior to the submission of this Stipulation, the Parties met and conferred and
2 agreed upon a letter that will be included in the mailing of each PAGA Group Members' check and
3 is submitted concurrently to the Court for its review and approval. Attached hereto to **Exhibit 3** is
4 a true and correct copy of the letter that the Parties wish to accompany the checks so that the PAGA
5 Group Members understand why they are receiving a check;**IT IS HEREBY STIPULATED AND**
6 **PROPOSED BY THE PARTIES HERETO AS FOLLOWS:**

7 The Parties stipulate and jointly propose that the Court approve the following terms of the
8 fully executed PAGA Settlement Agreement, which includes the following key terms:¹

9 (1) As consideration for the settlement described herein and the release contained in the PAGA
10 Settlement Agreement, Defendant agrees to make a payment of \$502,000.00 in connection
11 with the PAGA Settlement ("Gross Settlement Amount"). The Settlement Payment will be
12 allocated as follows:

- 13 (a) PAGA Counsel's attorneys' fees up to the requested amount of one-third of the
14 Gross Fund Value (\$167,333.33);
- 15 (b) PAGA Counsel's request for reimbursement of reasonable litigation costs not to
16 exceed \$25,000 subject to proof;
- 17 (c) PAGA Settlement Administration costs to be paid to the Settlement Administrator,
18 Simpluris, Inc., estimated to be \$5,500;
- 19 (d) Service Payments to Plaintiff Maldonado and Plaintiff Bonito not to exceed \$1,000
20 each (totaling \$2,000) ("Service Payments");
- 21 (e) the remainder of the Settlement Payment after deducting the items (a), (b), (c) and
22 (d) herein shall be designated as PAGA Penalties, which is estimated to be
23 \$302,166.67, and will be allocated between the LWDA and the PAGA Group
24 Members pursuant to Labor Code section 2699 former subd. (i) with 75%
25 (\$226,625.00) paid to the LWDA and 25% (\$75,541.67) paid to the PAGA Group
26 Members on a pro-rata basis. All Individual Settlement Payments made to PAGA
27

28 ¹ All defined terms have the meaning set forth in the PAGA Settlement Agreement.

1 Group Members will be reported via IRS Form 1099.

- 2 (2) Should Plaintiffs request or be ordered to receive lesser Service Payments and/or should
3 Plaintiffs' counsel request a lesser amount for attorneys' fees and costs and/or the Court
4 approve a lesser amount, the difference shall be allocated to the Net Settlement Amount and
5 distributed accordingly. Any attorneys' fees and costs awarded to Plaintiffs' Counsel,
6 hereinafter referred to as "Attorneys Fees & Costs," shall fully compensate and reimburse
7 Plaintiffs' Counsel for any and all of the work already performed in connection with the
8 Action and all work remaining to be performed in fully and finally resolving the Action and
9 implementing the PAGA Settlement Agreement, including but not limited to securing Court
10 approval of the settlement, attending any Court hearings, making sure that the settlement is
11 fairly and properly administered, defending the settlement in any appeal or other post-
12 approval matter, all other work that Plaintiffs' Counsel has performed or will perform, and
13 all costs that PAGA Counsel has incurred or will incur.
- 14 (3) All Aggrieved Employees including Plaintiffs will release all Released PAGA Claims
15 against all Released Parties, as set forth in the Agreement.
- 16 (4) Within fifteen (15) business days after the Court's Order approving the Settlement,
17 Defendant will deliver to the Administrator a list containing the following as to each
18 Aggrieved Employee: (1) name; (2) last known mailing address; (3) Social Security number;
19 and (4) number of PAGA Pay Periods.
- 20 (5) Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the
21 Administrator no later than (30) days after the Effective Date. The Administrator shall
22 distribute all payments due under the PAGA Settlement Agreement within fifteen (15)
23 calendar days after Defendant funds the Gross Settlement Amount.
- 24 (6) The payment checks for each Individual PAGA Payment shall be sent to each Aggrieved
25 Employees by U.S. First Class mail to the Aggrieved Employee's last known home address
26 (updated by the Administrator as appropriate using measures such as the National Change
27 of Address Database maintained by the United States Postal Service) with directions to the
28 Postmaster to forward the payment checks and return all undeliverable payment checks to

- 1 the Administrator. This payment will be sent with a letter approved by the Parties explaining
2 this Settlement, and is submitted concurrently to the Court for its review and approval.
- 3 (7) The Settlement Administrator shall ensure that 75% of the PAGA Penalties is paid to the
4 Labor and Workforce Development Agency (“LWDA”).
- 5 (8) Settlement checks shall remain valid and negotiable for one hundred eighty (180) calendar
6 days from the date of their issuance. Funds represented by settlement checks returned as
7 undeliverable and those settlement checks remaining un-cashed for more than 180 days after
8 issuance will be tendered to the State Controller’s Office, Unclaimed Property Division, in
9 the name of the Aggrieved Employee.
- 10 (9) The Parties as part of this Joint Stipulation Requesting Approval of PAGA Representative
11 Settlement are submitting a proposed order and judgment seeking Court approval of the
12 PAGA Settlement Agreement.
- 13 (10) If there is a conflict between the language of this Stipulation and the language of the PAGA
14 Settlement Agreement attached hereto as **Exhibit 1**, the language of the PAGA Settlement
15 Agreement shall control.

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17 **IT IS SO STIPULATED AND AGREED.**
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1 DATED: April 29, 2025

LAVI & EBRAHIMIAN, LLP

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By: /s/ Malcolm Clayton

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JOSEPH LAVI

VINCENT GRANBERRY

5

WILLIAM TRAN

MALCOLM CLAYTON

6

Attorneys for Plaintiff ISMAEL MALDONADO

7

DATED: April 29, 2025

HAINES LAW GROUP, APC

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10

By: /s/ Andrew Rowbotham

11

PAUL HAINES

FLETCHER SCHMIDT

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ANDREW ROWBOTHAM

13

SUSAN PEREZ

Attorneys for Plaintiff JOSE BONITO

14

DATED: April 29, 2025

BLANK ROME LLP

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By: /s/ Nicole Wentworth

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NATALIE ALAMEDDINE

NICOLE WENTWORTH

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Attorneys for Defendant BYD COACH & BUS
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Pursuant to Stipulation by the parties and good cause appearing:

Having considered the Parties’ submissions, and all legal authorities and documents submitted in support thereof, including the PAGA Settlement Agreement (“PAGA Settlement Agreement” or “Settlement”), attached hereto as **Exhibit 1**, and good cause appearing, IT IS HEREBY ORDERED that the Parties’ request is GRANTED, subject to the following findings and orders:

- a) All defined terms used herein shall have the same meaning as defined in the PAGA Settlement Agreement attached hereto as **Exhibit 1**.
- b) The Court hereby approves the terms set forth in the Agreement and finds that the PAGA Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the PAGA Settlement Agreement according to its terms. The Court finds that the PAGA Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties had sufficient information to evaluate their respective positions. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery being provided as part of the Settlement and recognizes the value accorded to the State of California and the Aggrieved Employees.
- c) The PAGA Settlement Agreement is not an admission by Defendant or by any other Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the PAGA Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the PAGA Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the other Releasees.

- 1 d) Defendant shall pay the Aggrieved Employees pursuant to the procedure described
2 in the PAGA Settlement Agreement attached hereto as **Exhibit 1**.
- 3 e) After reviewing the proposed PAGA Settlement Agreement, the Declaration of
4 Malcolm E. Clayton in Support of Joint Stipulation for Approval of Representative
5 PAGA Settlement, the Declaration of Andrew J. Rowbotham in Support of Joint
6 Stipulation for Approval of Representative PAGA Settlement, and the Joint
7 Stipulation and the Exhibits attached thereto, the Court finds that the Settlement is
8 fair and reasonable.
- 9 f) The Court hereby confirms Joseph Lavi, Vincent C. Granberry and Malcolm E.
10 Clayton of Lavi & Ebrahimian, LLP, and Paul K. Haines, Fletcher W. Schmidt,
11 Andrew Rowbotham and Susan J. Perez of Haines Law Group, APC, as Plaintiffs'
12 Counsel.
- 13 g) The Court hereby awards to Plaintiffs' Counsel attorneys' fees in the amount of one-
14 third of the total Settlement Payment, which is \$167,333.33, and \$25,000.00 in costs
15 as documented by the Declarations of Malcolm E. Clayton and Andrew J.
16 Rowbotham. The Court finds that the attorneys' fees and costs requested were
17 reasonable in light of the amount recovered and the relevant factors under California
18 law. The payment of fees and costs to Plaintiffs' Counsel shall be made in accordance
19 with the terms of the Settlement.
- 20 h) The Court appoints Simpluris, Inc. as the Settlement Administrator and directs that
21 the Gross Settlement Amount be distributed by Simpluris, Inc. as set forth in the
22 PAGA Settlement Agreement, Joint Stipulation, and this Order. The Court approves
23 Simpluris, Inc.'s settlement administration fees for its services in this matter in the
24 amount of \$5,500.00.
- 25 i) The Court approves Service Payments of \$1,000.00 to each of Plaintiff Maldonado
26 and Plaintiff Bonito, in the total amount of \$2,000.00;
- 27 j) Defendant, the other Released Parties, and Plaintiffs shall have no further liability
28 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or

liability, except as may be provided in the Agreement. No party shall be deemed a prevailing party.

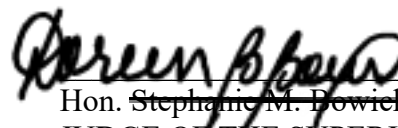
k) The Court further orders, adjudges and decrees that each Aggrieved Employee (including Plaintiff) and the State of California, shall, for the period from June 2, 2020 through April 1, 2024, release on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. However, Aggrieved Employees will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims.

l) Plaintiffs shall submit a copy of this Order and Judgment to the LWDA within ten (10) calendar days after entry of the Order and Judgment.

m) The Court shall have and retain continuing jurisdiction pursuant to Civ. Proc. Code section 664.6 over this action and the Parties and the State of California as real party in interest for the Aggrieved Employees including after the entry of this Order and Judgment, to the fullest extent necessary, to interpret, enforce and effectuate the terms and intent of the Agreement and this Order.

IT IS HEREBY ORDERED, DECREED AND ADJUDGED.

DATED: 05/07/2025



Hon. ~~Stephanie M. Dowick~~ Doreen E. Boxer
JUDGE OF THE SUPERIOR COURT

“EXHIBIT 1”

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs ISMAEL MALDONADO and JOSE BONITO (collectively “Plaintiffs”), on behalf of themselves and other aggrieved employees, and Defendant BYD COACH & BUS LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendant captioned *ISMAEL MALDONADO v. BYD COACH & BUS LLC* initiated on June 17, 2021, and pending in Superior Court of the State of California, County of Los Angeles, Case No.21STCV22776.
- 1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt, hourly employee, who worked at least one pay period for Defendant at any time during the PAGA period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means BLANK ROME LLP.
- 1.9. “Defendant” means BYD COACH & BUS LLC, the named Defendant in the Action.
- 1.10. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.
- 1.11. “Gross Settlement Amount” means \$502,000, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

- 1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment.
- 1.17. "PAGA Counsel" means Lavi & Ebrahimian, LLP and Haines Law Group, APC, the attorneys representing the Plaintiffs in the Action.
- 1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.20. "PAGA Period" means the period from June 2, 2020 to April 1, 2024.
- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. "PAGA Notice" means Plaintiffs' April 26, 2022 and October 12, 2023 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties in an amount equivalent to the Net Settlement Amount, and which will be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.24. "Plaintiffs" means Ismael Maldonado and Jose Bonito, the named plaintiffs in the Action.
- 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. "Released PAGA Claims" means the claims being released by the Plaintiffs as described in Paragraph 5 below.
- 1.27. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, employees, agents, representatives, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On April 12, 2021, Plaintiff Maldonado submitted a letter to the LWDA alleging wage and hour violations against Defendant pursuant to Labor Code section 2699.3, subd.(a). Plaintiff Maldonado alleged Defendant failed to pay wages for all hours worked at the employees' minimum wage rate, failed to provide all legally required and legally compliant meal and rest periods, failed to indemnify employees for employment-related expenditures, failed to timely pay earned wages during employment, and failed to timely pay all unpaid wages.
- 2.2. On June 17, 2021, Plaintiff Maldonado commenced this Action by filing a Complaint alleging a cause of action against Defendant for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code Section 2698, et seq.
- 2.3. On October 12, 2023, Plaintiff Bonito submitted a letter to the LWDA alleging violations of the Labor Code against Defendant and Plaintiff Bonito's intent to bring a claim for civil penalties under PAGA. On December 18, 2023, Plaintiff Bonito filed a Representative Action Complaint against Defendant in Los Angeles County Superior Court, in the matter titled *Jose Bonito v. BYD Coach & Bus LLC, et. al.*, Case No. 23STCV30810 (the "*Bonito* Action"). The *Bonito* Action alleges a sole cause of action under PAGA, based on the following Labor Code violations: (i) failure to pay all minimum wages owed (Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, and 1198); (ii) failure to pay all overtime wages owed (Labor Code §§ 204, 510, 558, 1194, and 1198); (iii) failure to provide all lawful meal periods or meal period premiums in lieu thereof (Labor Code §§ 226.7, 512 and, 558); (iv) failure to authorize and permit all lawful rest periods or rest period premiums in lieu thereof (Labor Code §§ 226.7, 516, and 558); (v) failure to furnish accurate, itemized wage statements (Labor Code § 226 et seq.); (vi) failure to pay all wages owed upon termination (Labor Code §§ 201-203); (vii) failure to pay all earned wages at least twice during each calendar month (Labor Code § 204); and (viii) and failure maintain accurate records (Labor Code §§ 558 and 1174). Defendant removed the *Bonito* Action to the United States Central District on January 19, 2024. On February 5, 2024, Plaintiff Bonito voluntarily dismissed the *Bonito* Action without prejudice per Federal Rule of Civil Procedure 41(a)(1)(A)(i).
- 2.4. On January 29, 2024, the Parties participated in an all-day private mediation with Gig Kyriacou, Esq. serving as mediator, which led to this Agreement to settle the Action.
- 2.5. Prior to mediation Plaintiffs obtained, through informal discovery, pertinent documents and data for the PAGA members, including a representative sample of the PAGA member's time and payroll records, so that the Parties could fully investigate the claims at issue and understand their strengths and weaknesses.
- 2.6. The Parties agree to stipulate to amend the Action to include Plaintiff Bonito as a named Plaintiff along with all factual allegations included in Plaintiff Bonito's LWDA letter

mailed on October 12, 2023. This amended Complaint will become the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.7. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$502,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third (1/3) which is currently estimated to be \$167,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, which is not appealed by Plaintiffs, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel will assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and Plaintiffs hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$5,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,500, the Administrator will retain the remainder in the Net Settlement Amount.

- 3.2.3. To The Named Plaintiffs: Service payments to the named Plaintiffs not to exceed \$2,000.00 total (\$1,000.00 for Plaintiff ISMAEL MALDONADO and \$1,000.00 for Plaintiff JOSE BONITO). This is in addition to any Individual PAGA Payment Plaintiffs are entitled to receive. If the Court approves service payments less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the service payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for taxes owed on the service payment and hold Defendant harmless, and will indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of payment.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties (in the amount of the Net Settlement Amount) to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.
- 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records as of the date of the parties' mediation, Defendant estimates there were 1,056 Aggrieved Employees who worked a total of 40,000 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within fifteen (15) days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, and Plaintiffs' Service Payments. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:
- 5.1. Plaintiffs' Release. Plaintiffs, on their own behalf and on behalf of each of their respective former and present spouses, representatives, agents, attorneys (including

PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during or prior to the end of the PAGA Period, including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

- 5.2. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiffs expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- 5.3. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. Aggrieved Employees will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims. Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA Release.

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

- 6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA

of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall disclose whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2. Responsibilities of PAGA Counsel. Plaintiffs and Defendant, by and through their respective Counsel, are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiffs are responsible for delivering the Court's Approval Order to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties represent that they have no interest or relationship, financial or otherwise, with the Administrator.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
8. **ESCALATOR CLAUSE.** In the event the total number of PAGA Pay Periods exceeds 40,000 (the number of Pay Periods estimated by Defendant in Section 4.1 above) through the date of preliminary approval by more than 10%, Defendant may elect to either: (a) rollback the end date of the PAGA Period to the date that is one day before the 10% threshold is exceeded, or (b) increase the Gross Settlement Amount proportionately by the percent the PAGA Pay Periods exceed the 10% threshold (e.g. if the total number of PAGA Pay Periods exceeds 40,000 by 11%, Defendant's election would increase the Gross Settlement Amount by 1%).
9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount. Provided, however; that Plaintiffs reserve the right to appeal in the event the Court awards PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and/or service payments in less than the requested amounts, so long as any such appeal does not jeopardize or impact in any way the Gross Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsels' approval as to form only, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. Plaintiffs and Defendant separately warrant and represent that they have authorized and hereby do authorize PAGA Counsel and Defense Counsel, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court, and the Parties have directed and will continue to direct their Counsel to do the same. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Plaintiffs and Defendant acknowledge and agree that neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation

of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff Ismael Maldonado:

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Eve Howe, Esq. (SBN 350007)
Malcolm E. Clayton, Esq. (SBN 340680)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
ehowe@lelawfirm.com
mclayton@lelawfirm.com

To Plaintiff Jose Bonito:

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbotham@haineslawgroup.com
Susan J. Perez (SBN 329044)
sperez@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

To Defendant:

BLANK ROME LLP
Natalie Alameddine (SBN 296423)
Natalie.alameddine@blankrome.com
Nicole Wentworth (SBN 334007)
Nicole.wentworth@blankrome.com
2029 Century Park East | 6th Floor
Los Angeles, CA 90067
Telephone: 424.239.3400
Facsimile: 424.239.3434

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 10.18 Enforcement Action: If a dispute arises where a party seeks to enforce rights under this Agreement, the prevailing party in such dispute shall be entitled to an award of reasonable attorneys' fees, together with any costs and expenses incurred.

Ismael Maldonado

For Plaintiff Isamel Maldonado

Date: 04/19/2025

For Plaintiff Jose Bonito

Date: _____

DocuSigned by:
John Zhuang
4EFB4C8027624A1...

For Defendant BYD COACH & BUS LLC

Date: 4/21/2025

By: _____

Its: _____

APPROVED AS TO FORM ONLY:

Vincent Granberry

Counsel For Plaintiff ISMAEL MALDONADO

Date: 04/21/2025

For Plaintiff Isamel Maldonado

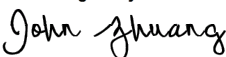
Date: _____



Jose Bonito (Apr 16, 2025 11:24 PDT)

For Plaintiff Jose Bonito

Date: 04/16/25

DocuSigned by:

4FFB4C8027624A1

For Defendant BYD COACH & BUS LLC

Date: 4/21/2025

By: John Zhuang

Its: Counsel

APPROVED AS TO FORM ONLY:

Counsel For Plaintiff ISMAEL MALDONADO

Date: _____



Counsel For Plaintiff JOSE BONITO

Date: 4/17/2025



Counsel For Defendant BYD COACH & BUS LLC

Date: 4/22/2025

“Exhibit 2”

PAGA NOTICE PUBLIC SEARCH

LWDA #	Submission Type	Submission Date	Submission Name	Employer Name	Employer City	Employer Zip Code	# of Impacted Employees	Law Firm for PAGA Plaintiff	Employer Filer Firm	Court Case #	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case	Employer Filer
LWDA-CM-829089-21	Proposed Settlement	04/29/25	AP-5884760	BYD Coach & Bus LLC	WESTLAKE VILLAGE	91362-7354	100	Lavi & Ebrahimiian, LLP			Ismael Maldonado	Danielle Montero	

“Exhibit 3”

NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

You are receiving this notice because the Los Angeles County Superior Court approved a settlement in a case in which you are a member of the group that is entitled to receive payment. Enclosed is a check representing your share of the proceeds of the settlement of a lawsuit brought by two former employees against BYD Coach & Bus LLC (“BYD”), entitled *Ismael Maldonado and Jose Bonito vs. BYD Coach & Bus LLC*, Los Angeles Superior Court Case No. 21STCV22776 (the “Action”).

The Action alleged a claim for penalties under California’s Private Attorneys General Act (“PAGA”), Cal. Lab. Code 2698, et seq., for alleged violations of the California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1198. PAGA provides that 75% of any recovery be paid to the State of California and 25% of any recovery be paid to the group represented by the plaintiffs. BYD denies the allegations in the Action. However, the parties entered into a settlement to avoid the risks, uncertainties, and expense of further litigation. The Court approved the parties’ settlement of \$502,000. By approving the settlement, the Court did not decide in plaintiffs’ or BYD’s favor or otherwise rule on the merits of the lawsuit.

The settlement releases claims for penalties under PAGA based on the foregoing alleged violations for the time period from June 2, 2020 through April 1, 2024. While you were not a party to the Action, you and the State of California have been bound by the settlement and resulting judgment entered in this matter by the Court as to civil penalties under PAGA.

Your settlement payment was calculated based on the total number of pay periods you worked during the period from June 2, 2020 through April 1, 2024 according to BYD’s records, multiplied by the per pay period value derived from the settlement. The settlement has been approved by the court and no further action is required on your part. The payment is characterized as Form 1099 income. You are responsible for any taxes payable on the amount you have received. You should cash your check by 180 days after issuance, after which the check will be void. The Administrator will remit the amount of any void, uncashed, or cancelled checks to the Unclaimed Property Fund of the State of California, in your name.

If you have questions about the settlement, you may contact the settlement administrator, Simpluris, Inc. at **[TOLL-FREE NUMBER AND EMAIL ADDRESS]**. Please do not contact the court regarding this notice.