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an individual and on behalf of
all others similarly aggrieved

[Other Counsel listed on the next page.]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JOSE LEDESMA, an individual and on
behalf of all others similarly aggrieved,

Plaintiff,

v.

CONNELL CHEVROLET, a California
corporation; PAUL W. DODDRIDGE, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2021-01210019-CU-OE-
CXC

*[Assigned for all purposes to the
Honorable William Claster in Dept. CX-
104]*

REPRESENTATIVE ACTION

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

Action Filed: July 9, 2021

Trial Date: None Set

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Attorneys for Defendants, CONNELL CHEVORLET and PAUL W. DODDRIDGE

1 This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement” or “Settlement
2 Agreement”) is made by and between plaintiff Jose Ledesma (“Plaintiff”), individually, and on
3 behalf of the Aggrieved Employees, on one hand; and defendants Connell Chevrolet, a California
4 corporation, and Paul W. Doddridge (“Defendants”), on the other hand, in the lawsuit entitled
5 *Jose Ledesma v. Connell Chevrolet, et al.*, filed in the Orange County Superior Court, Case No.
6 30-2021-01210019-CU-OE-CXC. Plaintiff and Defendants shall be, at times, collectively
7 referred to as the “Parties”. This Agreement is intended by the Parties to fully, finally and forever
8 resolve the claims as set forth herein, based upon and subject to the terms and conditions of this
9 Agreement.

10 **1. DEFINITIONS**

11 1.1. “**Action**” means the civil action titled *Jose Ledesma v. Connell Chevrolet, et al.*,
12 Case No. 30-2021-01210019-CU-OE-CXC, initiated on July 9, 2021, and pending in the
13 Superior Court of the State of California, County of Orange.

14 1.2. “**Administrator**” refers to ILYM Group, the third-party administrator who has
15 been mutually selected by the Parties, subject to Court approval, to perform the notice, claims
16 administration, and distribution of payment functions further described in this Agreement. The
17 Settlement Administrator shall establish its own employer identification number and file an
18 Internal Revenue Service Form W-9. The Settlement Administrator shall meet all of the
19 requirements to establish a Qualified Settlement Fund (“QSF”) pursuant to U.S. Treasury
20 Regulation Section 468B-1.

21 1.3. “**Administration Expenses Payment**” means the amount the Administrator will
22 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
23 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
24 with approval of this Settlement.

25 1.4. “**Aggrieved Employees**” means all current and former non-exempt employees
26 employed by Defendants, either directly or through any subsidiary, staffing agency, or
27 professional employer organization, in California any time during the PAGA Period.
28

1 1.5. **“Aggrieved Employee Data”** means Aggrieved Employee identifying
2 information in Defendants’ possession including the Aggrieved Employee’s name, last-known
3 mailing address, Social Security number, and dates of employment, i.e., hire dates and, if
4 applicable, re-hire date(s) and/or separation date(s)).

5 1.6. **“Aggrieved Employee Address Search”** means the Administrator’s
6 investigation and search for current Aggrieved Employee mailing addresses using all reasonably
7 available sources, methods and means including, but not limited to, the National Change of
8 Address database, skip traces, and direct contact by the Administrator with Aggrieved
9 Employees.

10 1.7. **“Approval Order”** means the proposed Court Order Granting final Approval of
11 the Settlement.

12 1.8 **“Defendants”** means Connell Chevrolet, a California corporation, and Paul W.
13 Doddridge.

14 1.9. **“Defense Counsel”** means Gregory J. Ferruzzo, and Alison C. Gibbs of Ferruzzo
15 & Ferruzzo, LLP.

16 1.10. **“Effective Date”** means the date by when all of the following have occurred: (a)
17 the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment
18 is final.

19 1.11. **“Gross Settlement Amount”** means Eight Hundred Fifteen Thousand Dollars
20 (\$815,000.00), which is the total amount Defendants agree to pay under the Settlement except as
21 provided in the “Escalator Clause” Paragraph 8.1 below. The Gross Settlement Amount will be
22 used to pay the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment,
23 and the Administrator’s Expenses Payment. The remainder is the Net Settlement Amount to be
24 paid to the LWDA and Aggrieved Employees as PAGA Penalties.

25 1.12. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share
26 of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
27 Employee worked during the PAGA Period.

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1.13. “**Judgment**” means the judgment entered by the Court based upon the final approval of this Agreement.

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, and the Administrator’s Expenses Payment. The remainder is the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as PAGA Penalties.

1.17. “**Operative Complaint**” means the First Amended Complaint filed on August 21, 2021 in the Action, *Ledesma v. Connell Chevrolet, et al.*, pending in the Orange County Superior Court, Case No. 30-2021-01210019-CU-OE-CXC.

1.18. “**PAGA Counsel**” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., and Jasmin K. Gill of J. Gill Law Group, P.C., the attorneys representing the Plaintiff in the Action.

1.19. “**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, as described in paragraph 3.2.1 below.

1.20. “**PAGA Pay Period**” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.21. “**PAGA Period**” means the period from May 24, 2020 through June 24, 2024.

1.22. “**PAGA**” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.23. “**PAGA Notice**” means Plaintiff’s May 24, 2021 letter to Defendants and the LWDA, providing notice pursuant to the Labor Code section 2699.3, subd. (a).

1.24. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid to the LWDA and the Aggrieved Employees, which is also referred to as the “Net Settlement Amount”, with allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.25. **“Plaintiff”** means Jose Ledesma, the named plaintiff in the Action.

1.26. **“Released PAGA Claims”** refers to those claims released in Paragraph 5 of this Agreement.

1.27. **“Released Parties”** means: Defendants and their former, present and future owners, parents, subsidiaries, affiliated companies, and all of their current, former and future officers, directors, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, executors, trustees, administrators, fiduciaries, beneficiaries, accountants, insurers, or legal representatives.

1.28. **“Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. On July 9, 2021, Plaintiff commenced this Action by filing a wage and hour class action complaint, alleging causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide compliant meal periods or compensation in lieu thereof; (4) failure to provide compliant rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation from employment; (6) failure to provide accurate wage statements; (7) failure to indemnify for business expenses; and (8) engaging in unfair competition (“Original Complaint”).

2.2. On August 11, 2021, Plaintiff filed a First Amended Complaint in the Action, realleging the eight causes of action against Defendants in the Original Complaint, and adding PAGA claims brought in the PAGA Notice and sought civil penalties, and an award of reasonable attorneys’ fees and costs pursuant to the California Private Attorney General Act set forth in California Labor Code § 2698 *et. seq.*, based on alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, 432, 510,

1 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 2802,
2 2810.5, 2698 and 2699 and Wage Orders. Pursuant to Labor Code section 2699.3, subd. (a),
3 Plaintiff gave a timely written notice to Defendants and the LWDA by sending the PAGA Notice.

4 2.3. On October 7, 2022, Defendants' motion to compel arbitration was granted,
5 ordering Plaintiff to submit his individual claims to arbitration, dismissing all class claims, and
6 staying the non-individual PAGA claims pending outcome of the California Supreme Court's
7 ruling in *Adolph v. Uber Techs., Inc.*, No. G059860, 2022 WL 1073583 (Cal. Ct. App. Apr. 11,
8 2022) and/or arbitration.

9 2.4. On April 18, 2024, the parties participated in an all-day mediation presided over
10 by Lynn Frank, Esq., which led to this Agreement to settle the Action.

11 2.5. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and
12 payroll records of approximately 33% of the estimated 165 Aggrieved Employees during the
13 PAGA Period; (2) data points, including the number of Aggrieved Employees, the number of
14 Aggrieved Employees separated from employment in the waiting time penalty period, the
15 average hourly rate of pay, and the number of Pay Periods and shifts during the PAGA Period;
16 (3) all relevant policy documents of Defendants; and (4) Plaintiff's personnel records.

17 2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not
18 aware of any other pending matter or action asserting claims that will be extinguished or affected
19 by the Settlement.

20 2.7 The Parties agree that this Agreement reflects their good faith compromise of the
21 claims raised in the Action, based upon the assessment of the mutual risks and costs of further
22 litigation and the assessments of their respective counsel.

23 **3. MONETARY TERMS**

24 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.1
25 "Escalator Clause" below, Defendants promise to pay Eight Hundred Fifteen Thousand Dollars
26 (\$815,000.00) and no more as the Gross Settlement Amount in connection with the Settlement
27 Agreement. Defendants have no obligation to pay the Gross Settlement Amount prior to the
28 deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire

1 Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim
2 as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make
4 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
5 by the Court in the Approval Order:

6 3.2.1. **To PAGA Counsel:** A PAGA Counsel Fees Payment in an amount not to
7 exceed \$271,666.67 from the Gross Settlement Amount, unless escalated
8 pursuant to section 8.1 of this Agreement, and if escalated, the PAGA
9 Counsel Fees Payment shall not exceed one-third of the escalated Gross
10 Settlement Amount, and PAGA Counsel Litigation Expenses Payment of
11 not more than \$30,000.00, and as approved by the Court. Defendants will
12 not oppose requests for Court approval of these payments provided that
13 they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file
14 an application or motion for PAGA Counsel Fees Payment and PAGA
15 Counsel Litigation Expenses Payment. If the Court approves a PAGA
16 Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
17 Payment less than the amounts requested, the Administrator will allocate
18 the remainder to the Net Settlement Amount. Any reduction by the Court
19 to the requested PAGA Counsel Fees Payment and PAGA Counsel
20 Litigation Expenses, will not affect the enforceability of the Agreement.
21 Released Parties shall have no liability to PAGA Counsel or any other
22 Plaintiff's Counsel arising from any claim to any portion of any PAGA
23 Counsel Fees Payment and/or PAGA Counsel Litigation Expenses
24 Payment. The Administrator will pay the PAGA Counsel Fees Payment
25 and PAGA Counsel Litigation Expenses Payment using one or more IRS
26 1099 Forms. PAGA Counsel assume full responsibility and liability for
27 taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel
28 Litigation Expenses Payment and hold Defendants harmless, and

1 indemnify Defendants, from any dispute or controversy regarding any
2 division or sharing of any of these Payments. There will be no additional
3 charge of any kind to Aggrieved Employees or request for additional
4 consideration from Defendants for such work.

5 3.2.2. **To the Administrator:** An Administrator Expenses Payment not to
6 exceed \$3,850.00, except for a showing of good cause and as approved by
7 the Court. To the extent the Administration Expenses are less or the Court
8 approves payment less than \$3,850.00, the Administrator will retain the
9 remainder in the Net Settlement Amount.

10 3.3. **Net Settlement Amount.** The Net Settlement Amount to be paid to the LWDA
11 and Aggrieved Employees as PAGA Penalties is the Gross Settlement Amount, less the following
12 payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel
13 Litigation Expenses Payment, and Administrator's Expenses Payment.

14 3.3.1. **To the LWDA and Aggrieved Employees:** PAGA Penalties will be paid
15 from the Net Settlement Amount, with 75% allocated to the LWDA PAGA
16 Payment and 25% allocated to the Individual PAGA Payments. In the
17 event there is interest generated from the interest-bearing account held by
18 the Administrator after Defendants fund the Gross Settlement Amount as
19 set forth in Section 4.3, 75% of the interest amount, if any, shall be paid to
20 the LWDA and 25% of the interest amount, if any, shall be paid to the
21 Aggrieved Employees.

22 3.3.1.1. The Administrator will calculate each Individual PAGA Payment
23 by (a) dividing the 25% of the Net Settlement Amount allocated
24 to Individual PAGA Payments by the total number of PAGA
25 Period Pay Periods worked by all Aggrieved Employees during
26 the PAGA Period and (b) multiplying the result by each
27 respective Aggrieved Employee's PAGA Period Pay Periods.
28

1 Aggrieved Employees assume full responsibility and liability for
2 any taxes owed on their Individual PAGA Payment.

3 3.3.1.2. Within 30 days after execution of this Settlement Agreement,
4 Defendants will provide a declaration to support the accuracy of
5 the Pay Periods worked by Aggrieved Employees during the
6 PAGA Period. Plaintiff may file the declaration as part of the
7 motion for approval of PAGA settlement.

8 3.3.1.3 The Administrator will report the Individual PAGA Payments on
9 IRS 1099 Forms.

10 **4. SETTLEMENT FUNDING PAYMENTS**

11 4.1. **Aggrieved Employee Pay Periods.** Based on a review of Defendants' records to
12 date, Defendants estimate there are 165 Aggrieved Employees who worked a total of 7,829
13 PAGA Pay Periods.

14 4.2. **Aggrieved Employees Data.** Within 21 calendar days of the Effective Date,
15 Defendants will deliver the Aggrieved Employees Data to the Administrator in the form of a
16 Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator
17 must maintain the Aggrieved Employees Data in confidence, use the Aggrieved Employees Data
18 only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved
19 Employees Data to Administrator employees who need access to the Aggrieved Employees Data
20 to effect and perform under this Agreement. Defendants have a continuing duty to immediately
21 notify PAGA Counsel if they discover that the Aggrieved Employees Data omitted employee
22 identifying information and to provide corrected or updated Aggrieved Employee Data as soon
23 as reasonably feasible. Without any extension of the deadline by which Defendants must send
24 the Aggrieved Employees Data to the Administrator, the Parties and their counsel will
25 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
26 to missing or omitted Aggrieved Employee Data.

1 **4.3. Funding of Gross Settlement Amount.** Within 30 calendar days of the Effective
2 Date, Defendants shall fully fund the Gross Settlement Amount into an interest-bearing escrow
3 account held by the Settlement Administrator.

4 **4.4. Payments from the Gross Settlement Amount.** Within 14 calendar days after
5 the date Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks
6 for all Individual PAGA Payments, the LWDA PAGA Payment, Administration Expenses
7 Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment.
8 Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses
9 Payment shall not precede disbursement of Individual PAGA Payments.

10 4.4.1. The Administrator will issue checks for the Individual PAGA Payments
11 and send them to the Aggrieved Employees via First Class U.S. Mail,
12 postage prepaid. The face of each check shall prominently state the date
13 (not less than 180 days after the date of mailing) when the check will be
14 voided. The Administrator will cancel all checks not cashed by the void
15 date. Before mailing any checks, the Settlement Administrator must update
16 the recipients' mailing addresses using the National Change of Address
17 Database.

18 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search
19 for all Aggrieved Employees whose checks are returned undelivered
20 without USPS forwarding address. Within 7 days of receiving a returned
21 check the Administrator must re-mail checks to the USPS forwarding
22 address provided or to an address ascertained through the Aggrieved
23 Employee Address Search. The Administrator need not take further steps
24 to deliver checks to Aggrieved Employees whose re-mailed checks are
25 returned as undelivered. The Administrator shall promptly send a
26 replacement check to any Aggrieved Employee whose original check was
27 lost or misplaced, requested by the Aggrieved Employee prior to the void
28 date.

1 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
2 uncashed and cancelled after the void date, the Administrator shall
3 transmit the funds represented by such checks to the California Controller's
4 Unclaimed Property Fund in the name of the Aggrieved Employee.

5 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants
6 to confer any additional benefits or make any additional payments to the
7 Aggrieved Employees (such as 401(k) contributions or bonuses),.

8 **5. RELEASES OF CLAIMS**

9 Effective upon final approval of this Settlement and when Defendants fully fund the entire
10 Gross Settlement Amount, the LWDA, Plaintiff, each Aggrieved Employee, and PAGA Counsel,
11 will release claims against all Released Parties as follows:

12 5.1. **Release by LWDA and Aggrieved Employees:** Upon the Effective Date, for the
13 duration of the PAGA Period, the LWDA and the State of California, by and through Plaintiff as
14 an agent and proxy of the LWDA, and each Aggrieved Employee, and each of the Aggrieved
15 Employees' respective former and present representatives, agents, attorneys, heirs,
16 administrators, successors, and assigns, release the Released Parties from any and all charges,
17 claims, complaints, rights, demands, liabilities, obligations, and causes of action, including
18 attorneys' fees, costs, and interest arising therefrom, that arose during the PAGA Period for civil
19 penalties under the PAGA, based on the factual allegations pled in Plaintiff's Complaints and/or
20 in the corresponding PAGA Notice(s) to the LWDA or which could have been alleged for civil
21 penalties under the PAGA based on the facts and/or claims alleged therein, including, but not
22 limited to, pursuant to Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 218.6, 226,
23 226.3, 226.7, 227.3, 232, 232.5, 246, 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194,
24 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 2802, 2810.5, 2698, 2699 and all applicable Wage
25 Orders, and/or any other California Labor Code provisions that could have been asserted under
26 the PAGA based on the facts and/or claims alleged in the Action and/or PAGA Notice ("Released
27 Claims"), including but not limited to any claims for penalties, wages, interest and/or attorneys'
28 fees and costs thereon arising from any and all of the Released Claims. All such Released Claims

(including, without limitation, claims for related attorneys' fees and costs) are forever barred by this Settlement Agreement regardless of the forum in which they may be brought.

5.1.1. **No Right to Opt-Out.** The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the Agreement.

5.2. **Release by PAGA Counsel:** PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3 **Submission of Judgment to LWDA.** Within ten (10) calendar days after Court's final approval of the Agreement and entry of a final order and Judgment, Plaintiff's Counsel shall submit the Judgment to the LWDA through its on-line procedures and shall provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Judgment.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to Plaintiff's filing of a motion for approval of this Settlement.

6.1. **Plaintiff's Responsibilities.** Plaintiff will prepare and endeavor to 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 Plaintiff, 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 notices 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)); and (iv) all facts relevant to any actual or potential

1 conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations,
2 Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or
3 action asserting claims that will be extinguished or adversely affected by the Settlement.

4 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel are responsible for
5 expeditiously finalizing and filing the motion for approval of this Settlement after the full
6 execution of this Agreement no later than 30 days after execution of this Agreement, and, if
7 necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in
8 favor of the motion. PAGA Counsel are responsible for delivering the Court's approval of the
9 Settlement to the Administrator.

10 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
11 application or motion for approval of this Settlement and/or the supporting declarations and
12 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
13 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
14 If the Court does not issue an order approving the Agreement under the specific terms requested,
15 the Parties agree to meet and confer to address the Court's concerns in good faith and determine
16 whether resolution of the claims encompassed by the Agreement can be obtained in a manner
17 consistent with the Court's concerns. The Parties expressly acknowledge that the Court's
18 approval of this Agreement is a condition precedent to any payments described in this
19 Agreement.

20 **7. SETTLEMENT ADMINISTRATION**

21 **7.1. Selection of Administrator.** Plaintiff has appointed ILYM Group, Inc. ("ILYM
22 Group" or "ILYM") to serve as the Administrator and verified that, as a condition of
23 appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all
24 duties specified in this Agreement in exchange for payment of Administration Expenses. The
25 Parties and their Counsel represent that they have no interest or relationship, financial or
26 otherwise, with the Administrator other than a professional relationship arising out of prior
27 experiences administering settlements.

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1 7.2. **Employer Identification Number.** The Administrator shall have and use its own
2 Employer Identification Number for purposes of calculating payroll tax withholdings and
3 providing reports state and federal tax authorities.

4 7.3. **Qualified Settlement Fund.** The Administrator shall establish a settlement fund
5 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
6 Regulation section 468B-1.

7 7.4. **Administrator Duties.** The Administrator has a duty to perform or observe all
8 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR**
10 **CLAUSE**

11 Based on a review of Defendants’ records, Defendants estimate there are 165 Aggrieved
12 Employees who worked a total of 7,829 PAGA Pay Periods.

13 8.1. **Escalator Clause.** Defendants represent that there are no more than 7,829 Pay
14 Periods worked by Aggrieved Employees during the PAGA Period. In the event the number of
15 Pay Periods worked increases by more than 10% or 783 Pay Periods, then the Gross Settlement
16 Amount shall be increased proportionally by the Pay Periods worked in excess of 8,612 Pay
17 Periods multiplied by the “Pay Period Value.” The Pay Period Value shall be calculated by
18 dividing the originally agreed-upon Gross Settlement Amount (\$815,000.00) by 7,829. The
19 Parties agree that the Pay Period Value amounts to \$104.10 per Pay Period (\$815,000.00 / 7,829
20 Pay Periods). Thus, for example, should there be 9,000 Pay Periods worked by Aggrieved
21 Employees during the PAGA Period, then the Gross Settlement Amount shall be increased by
22 \$40,390.80 ([9,000 Pay Periods – 8,612 Pay Periods] x \$104.10/Pay Period.)

23 **9. CONTINUING JURISDICTION OF THE COURT**

24 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
25 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
26 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
27 Judgment matters as are permitted by law.

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1 **9.1. Waiver of Right to Appeal.** Upon the Court’s final approval of the Agreement,
2 the Parties, their respective counsel waive all rights to appeal from the Judgment, including all
3 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
4 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include
5 any waiver of the right to oppose such motions, writs or appeals. If another party appeals the
6 Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such
7 time as the appeal is finally resolved and the Judgment becomes final.

8 **10. ADDITIONAL PROVISIONS**

9 **10.1. No Admission of Liability or Representative Manageability for Other**
10 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
11 Nothing in this Agreement is intended or should be construed as an admission by Defendants
12 that any of the allegations in the Operative Complaint have merit or that Defendants have any
13 liability for any claims asserted; nor should it be intended or construed as an admission by
14 Plaintiff that Defendants’ defenses in the Action have merit. The Parties agree that representative
15 treatment is for purposes of this Settlement only. If, for any reason the Court does not approve
16 this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff
17 reserves the right to contest Defendants’ defenses. The Settlement, this Agreement and Parties’
18 willingness to settle the Action will have no bearing on, and will not be admissible in connection
19 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
20 Agreement).

21 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
22 Agreement together with its attached exhibits shall constitute the entire agreement between the
23 Parties relating to the Settlement, superseding any and all oral or prior representations,
24 warranties, covenants, or inducements made to or by any Party.

25 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
26 warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take
27 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
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1 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
2 terms of this Agreement including any amendments to this Agreement.

3 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and
4 use their best efforts, in good faith, to implement the Settlement by, among other things,
5 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
6 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
7 the form or content of any document necessary to implement the Settlement, or on any
8 modification of the Agreement that may become necessary to implement the Settlement, the
9 Parties will seek the assistance of a mediator and/or the Court for resolution.

10 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
11 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
12 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
13 action, or right released and discharged by the Party in this Settlement.

14 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendants nor Defense
15 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
16 Settlement be relied upon as such within the meaning of United States Treasury Department
17 Circular 230 (31 CFR Part 10, as amended) or otherwise.

18 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
19 amended, modified, changed, or waived only by an express written instrument signed by all
20 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
21 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
22 part of it, Plaintiff's Counsel and Defense Counsel are authorized to submit to the Court any
23 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
24 behalf of the Parties once fully executed.

25 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and
26 inure to the benefit of, the successors of each of the Parties.

27 ///

28 ///

1 10.9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will
2 be governed by and interpreted according to the internal laws of the state of California, without
3 regard to conflict of law principles.

4 10.10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
5 preparation of this Agreement. This Agreement will not be construed against any Party on the
6 basis that the Party was the drafter or participated in the drafting.

7 10.11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders
8 entered during Action and in this Agreement relating to the confidentiality of information shall
9 survive the execution of this Agreement.

10 10.12. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA
11 Counsel in connection with this Settlement, and/or pursuant to Cal. Evid. Code §1152, and/or all
12 copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by
13 Defendant or the Administrator in connection with the mediation, other settlement negotiations,
14 or in connection with this Settlement, may be used only with respect to this Settlement, or for
15 defense against a potential (i.e., threatened) or actual dispute, claim or litigation involving alleged
16 legal malpractice in connection with this Settlement, and no other purpose, and may not be used
17 in any way that violates this Agreement, this Section, any existing contractual agreement, statute,
18 and/or rule of court. PAGA Counsel shall destroy all information provided to it by Defendant,
19 including but not limited to copies and summaries of the Aggrieved Employee Data provided to
20 PAGA Counsel by Defendant no later than four (4) years from the date of the Court's Approval
21 Order of this Settlement, and PAGA Counsel, subject to the other provisions of this Section
22 10.12, shall maintain the aforementioned information's confidentiality until such time.

23 10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement
24 is inserted for convenience of reference only and does not constitute a part of this Agreement.

25 10.14. **Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement
26 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or federal legal holiday, such date or deadline shall be on the first business day
28 thereafter.

1 10.15. **Notice.** All notices, demands or other communications between the Parties in
2 connection with this Agreement will be in writing and deemed to have been duly given as of the
3 third business day after mailing by United States mail, or the day sent by email or messenger,
4 addressed as follows:

5
6 To Plaintiff: **BIBIYAN LAW GROUP, P.C.**
7 David D. Bibiyan (SBN 287811)
8 *david@tomorrowlaw.com*
9 Vedang J. Patel (SBN 328647)
10 *vedang@tomorrowlaw.com*
11 1460 Westwood Boulevard
12 Los Angeles, California 90024
13 Tel: (310) 438-5555; Fax: (310) 300-1705

14 **J. GILL LAW GROUP, P.C.**
15 Jasmin K. Gill (Cal Bar No. 315090)
16 *jasmin@jkgilllaw.com*
17 515 South Flower Street, Suite 1800
18 Los Angeles, California 90071
19 Tel: (310) 728-2137; Fax: (310) 728-2137

20 To Defendants: **FERRUZZO & FERRUZZO LLP**
21 Gregory J. Ferruzzo
22 *gferruzzo@ferruzzo.com*
23 Alison C. Gibbs
24 *agibbs@ferruzzo.com*
25 3737 Birch Street, Suite 400
26 Newport Beach, California 92660
27 Phone: (949) 608-6900; Fax: (949) 608-6994

28 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. **Severability.** In the event that one or more of the provisions contained in this
Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants'
Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually

elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement

10.18. **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.



Jose Ledesma

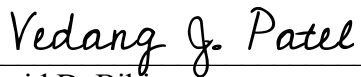
Connell Chevrolet

By: _____

Its: _____

Paul W. Doddridge

APPROVED AS TO FORM ONLY:



David D. Bibiyan

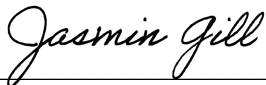
Vedang J. Patel

Counsel for Plaintiff Jose Ledesma

Gregory J. Ferruzzo

Alison C. Gibbs

Counsel for Defendants Connell Chevrolet
and Paul W. Doddridge



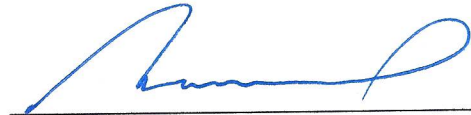
Jasmin K. Gill

Co-Counsel for Plaintiff Jose Ledesma

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8
9 _____
10 Jose Ledesma



By: Timothy P. Doddridge

Its: CFO

11
12
13 _____
14 Paul W. Doddridge

15 **APPROVED AS TO FORM ONLY:**

16
17 _____
18 David D. Bibiyan
19 Vedang J. Patel
20 Counsel for Plaintiff Jose Ledesma

Gregory J. Ferruzzo

Alison C. Gibbs

Counsel for Defendants Connell Chevrolet
and Paul W. Doddridge

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22 Jasmin K. Gill
23 Co-Counsel for Plaintiff Jose Ledesma

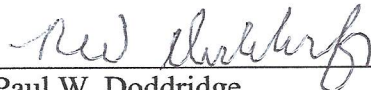
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18 David D. Bibiyan
19 Vedang J. Patel
Counsel for Plaintiff Jose Ledesma

Gregory J. Ferruzzo

Alison C. Gibbs

Counsel for Defendants Connell Chevrolet
and Paul W. Doddridge

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23 Co-Counsel for Plaintiff Jose Ledesma
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10 Jose Ledesma

Connell Chevrolet
By: _____
Its: _____

11
12
13 _____
14 Paul W. Doddridge

15 **APPROVED AS TO FORM ONLY:**

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17 _____
18 David D. Bibiyan
19 Vedang J. Patel
20 Counsel for Plaintiff Jose Ledesma



Gregory J. Ferruzzo
Alison C. Gibbs
Counsel for Defendants Connell Chevrolet
and Paul W. Doddridge

21 _____
22 Jasmin K. Gill
23 Co-Counsel for Plaintiff Jose Ledesma
24
25
26
27
28

EXHIBIT 1

NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

Jose Ledesma v. Connell Chevrolet, et al.
(California Superior Court, County of Orange)
Case No. 30-2021-01210019-CU-OE-CXC

Eligible Employee
Address
Address

You are receiving this notice in connection with a Court-approved settlement (the “Settlement”) in the lawsuit entitled *Jose Ledesma v. Connell Chevrolet, et al.*, filed in the Orange County Superior Court, Case No. 30-2021-01210019-CU-OE-CXC, (the “Action”), that brought claims on a representative basis under the Labor Code Private Attorneys’ General Act of 2004 codified at California Labor Code section 2698, et seq. (“PAGA”). The plaintiff in the lawsuit is JOSE LEDESMA (“Plaintiff”) and the defendants are CONNELL CHEVROLET and PAUL W. DODDRIDGE (“Defendants”). The Settlement provides for recovery of civil penalties for alleged violations of the California Labor Code and applicable Wage Orders, on behalf of all Aggrieved Employees, defined as all current and former non-exempt employees employed by Defendants, either directly or through any subsidiary, staffing agency, or professional employer organization, in California at any time during May 24, 2020 through June 24, 2024 (“PAGA Period”). The PAGA claim seeks civil penalties on behalf of the State of California wherein the Labor and Workforce Development Agency (“LWDA”) receives seventy-five percent (75%) of the Net Settlement Amount and Aggrieved Employees receive twenty-five percent (25%) of the Net Settlement Amount according to the number of Pay Periods each Aggrieved Employee worked during the PAGA Period. The Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as PAGA penalties is the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administrator’s Expenses Payment.

Defendants deny all claims and allegations in the Action, denies that it owes any penalties and asserts that it has fully complied with all applicable Labor Code and Wage Order provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendants have settled the Action. By settling the lawsuit, Defendants are not admitting that it has done anything wrong.

The Settlement resolves any and all charges, claims, complaints, rights, demands, liabilities, obligations, and causes of action, including attorneys’ fees, costs, and interest arising therefrom, that arose during the PAGA period for civil penalties under the PAGA, based on the factual allegations pled in Plaintiff’s Operative Complaint and/or in the corresponding PAGA Notice to the LWDA or which could have been alleged for civil penalties under the PAGA based on the facts and/or claims alleged therein, including, without limitation, civil penalties for alleged violation of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 2802, 2810.5, 2698, 2699 and all applicable Wage Orders, and/or any other California Labor Code provisions that could have been asserted under the PAGA based on the facts and/or claims alleged in the Operative Complaint and/or corresponding PAGA Notice (“Released Claims”).

The “Released Parties” means the Defendants and their former, present and future owners, parents, subsidiaries, affiliated companies, and all of their current, former and future officers, directors, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, executors, trustees, administrators, fiduciaries, beneficiaries, accountants, insurers, or legal representatives.

By an Order dated [Approval Date], the Superior Court of California approved the Settlement of the Released Claims. By approving the Settlement, the Court did not decide in favor of either Plaintiff or Defendants.

According to Defendants’ records, you are an Aggrieved Employee and are therefore entitled to a share of the Settlement based upon the Court-approved allocation and number of Pay Periods you worked during the PAGA Period. Enclosed with this Notice is your settlement check for your share. The settlement check shall remain valid for one hundred eighty (180) days. Thereafter, the settlement check shall be canceled. If your settlement check remains uncashed and is canceled after the void date, the Administrator shall transmit the fund represented by such check to the California Controller’s Unclaimed Property Fund in your name.

Please Note: One hundred percent (100%) of the payment you are receiving in connection with the Settlement will be considered penalties reported on IRS Form 1099, and may be subject to local, state or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your settlement payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your settlement payment. Nothing in this Notice or any other communication shall constitute or be construed or relied upon as tax advice.

PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

INSERT NAME OF ADMINISTRATOR

WEBSITE

Phone: