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[additional counsel listed on the following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

GABINO PEREZ, individually and on behalf
of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

HAYWARD NISSAN CORPORATION, a
California corporation; STEVENS CREEK
CHRYSLER JEEP DODGE, an unknown
business entity; and DOES 1 through 50,
inclusive,

Defendants.

Case No. RG21106267

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

Complaint Filed: July 23, 2021
Trial date: None Set

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4 1502 N. Broadway
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6 Attorney for Defendants,
7 HAYWARD NISSAN CORPORATION, and
8 STEVENS CREEK CHRYSLER JEEP DODGE
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1 **JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE**

2 IT IS HEREBY STIPULATED, by and between Plaintiff Gabino Perez (“Plaintiff”), on
3 behalf of himself individually, the state of California and all other aggrieved employees, on the
4 one hand; and Defendant Hayward Nissan Corporation (“Defendant”) on the other hand, subject
5 to the approval of the Court, that the Action is hereby compromised and settled pursuant to the
6 terms and conditions set forth in this Joint Stipulation of PAGA Settlement and Release, and that
7 the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as
8 set forth below, and subject to the definitions, recitals, and terms set forth herein.

9 **DEFINITIONS**

10 1. “Action” means the court action, entitled “*Perez v. Hayward Nissan Corporation*,”
11 Alameda County Superior Court, Case No. RG21106267.

12 2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of PAGA
13 Settlement.

14 3. “Approval Hearing” means the hearing to be conducted by the Court after the filing
15 of an appropriate motion by Plaintiff, at which time Plaintiff shall request that the Court approve
16 the Settlement Agreement, enter the Judgment, and take other appropriate action.

17 4. “Complaint” means the operative Complaint filed by Plaintiff on or about July 23,
18 2021.

19 5. “Court” means the Superior Court of the State of California for the County of
20 Alameda.

21 6. “Defendant” means Hayward Nissan Corporation, as the parties have agreed that
22 Defendant Stevens Creek Chrysler Jeep Dodge should be dismissed via this stipulation

23 7. “Defense Counsel” means MIRHOSSEINI LAW GROUP, APC.

24 8. “Effective Date” means: the date by when both of the following have occurred: (a)
25 the Court enters Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is
26 final. The Judgement is Final on the day the Court enters Judgment.

27 9. “Gross Settlement Amount” or “GSA” means the maximum amount Defendant
28 shall have to pay in connection with this Settlement, in the amount of One Hundred and Fifty

Thousand Dollars (\$150,000.00). The Gross Settlement Amount is inclusive of (1) payments to the PAGA Members and the LWDA, (2) Plaintiff's Counsel Award (3) Settlement Administration Costs, and (4) Plaintiff's Incentive Payment.

10. "Individual Settlement Payment" means the amount payable to each PAGA Member under the terms of the Agreement.

11. "Judgment" means the final order and judgment to be entered by the Court granting approval of the Settlement.

12. "LWDA" means the California Labor and Workforce Development Agency.

13. "LWDA Fund" means the 75% of the Net Settlement Amount available for payment to the LWDA.

14. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Plaintiff's Counsel Award, Plaintiff's Incentive Payment, and Settlement Administration Costs.

15. "Notice" means the Notice of PAGA Settlement in a form substantially similar to the form attached hereto as Exhibit A, which shall be subject to Court approval and which the Settlement Administrator shall mail to each of the PAGA Members in English and Spanish in conjunction with their Individual Settlement Payment.

16. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

17. "PAGA Member" or "PAGA Members" means all current and former hourly-paid non-exempt employees of Defendant who worked for Defendant in the state of California at any time during the PAGA Period.

18. "PAGA Member List" means information regarding the PAGA Members that Defendant shall diligently and in good faith compile from their records and shall be authorized by the Court to transmit in a secure and confidential manner to the Settlement Administrator. The PAGA Members List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each PAGA Member's: (1) full name; (2) last known home address; (3) social security number; (5) total number of pay periods worked by each PAGA Member during the PAGA Period.

19. "PAGA Notice" means the collective correspondence submitted by Plaintiff's

1 Counsel to the LWDA on or about May 18, 2021, pursuant to California Labor Code section
2 2699.3(a)(1).

3 20. "PAGA Penalties" means any civil penalty that can be assessed or collected by the
4 LWDA or any of its departments, divisions, commissions, boards, agencies, or employees, for a
5 violation of the California Labor Code; and any civil penalty that may be recovered through a civil
6 action brought by an aggrieved employee on behalf of himself or herself and other current or
7 former employees pursuant to the PAGA, Labor Code §§ 2698 *et seq.*

8 21. "PAGA Period" means the period from May 18, 2020, through November 12, 2025.

9 22. "Parties" means Plaintiff and Defendant, collectively.

10 23. "Party" means either Plaintiff or Defendant, individually.

11 24. "PAGA Member Fund" means 25% of the NSA that will be distributed among the
12 PAGA Members.

13 25. "Pay Periods" means the total number of pay periods during which a PAGA
14 Member performed work for Defendant as a non-exempt employee in California during the PAGA
15 Period, based on Defendant's records, and which shall be used to calculate Individual Settlement
16 Payments. A pay period refers to any pay period in which a PAGA Member worked at least one
17 (1) day for Defendant.

18 26. "Plaintiff" means Plaintiff Gabino Perez.

19 27. "Plaintiff's Counsel" means Protection Law Group, LLP ("PLG") and Lawyers for
20 Justice, APC ("LFJ").

21 28. "Plaintiff's Counsel Award" means the amount that the Court authorizes to be paid
22 to Plaintiff's Counsel for its reasonable attorneys' fees and costs incurred to litigate and resolve
23 this Action, which shall be paid from the Gross Settlement Amount. Plaintiff's Counsel will
24 request attorneys' fees not to exceed one-third (33.33%) of the Gross Settlement Amount, i.e. Fifty
25 Thousand Dollars (\$50,000.00), and the reimbursement of costs and expenses associated with the
26 litigation and settlement of the Action, not to exceed Twenty Thousand Dollars (\$20,000.00),
27 subject to the Court's approval. Pursuant to a fee sharing agreement between PLG and LFJ, PLG
28 shall receive Thirty-Seven Thousand and Five Hundred Dollars (\$37,500), or Seventy-Five

1 Percent (75%) of the Plaintiff's Counsel Award, and LFJ shall receive Twelve Thousand and Five
2 Hundred Dollars (\$12,500), or Twenty-Five Percent (25%) of the Plaintiff's Counsel Award.
3 Defendant has agreed not to oppose Plaintiff's Counsel's request for fees and reimbursement of
4 costs and expenses in the amount set forth above.

5 29. "Plaintiff's Incentive Payment" means the amount that the Court authorizes to be
6 paid to Plaintiff in recognition of Plaintiff's effort and the risk taken in assisting with the
7 prosecution of the Action and in exchange for the General Release of his claims, as provided
8 herein, in the amount of Seven Thousand Five-Hundred Dollars, (\$7,500.00), subject to Court
9 approval.

10 30. "Released Claims" means all claims for penalties and attorneys' fees and costs
11 recoverable under PAGA which Plaintiff, PAGA Members, the state of California and/or the
12 LWDA had, or may claim to have, against Released Parties, based on the facts alleged in the
13 Complaint or the PAGA Notice, including PAGA penalties arising from the following claims:
14 unpaid straight and overtime wages (including any work off-the-clock and non-productive time);
15 failure to pay employees all minimum wages and overtime wages; failure to provide compliant
16 meal and rest breaks; failure to pay all premium wages owed for short, late or missed meal and
17 rest periods; failure to pay all wages owed at discharge or resignation; failure to timely pay wages
18 within the times permissible under Labor Code section 204; failure to provide complete and
19 accurate wage statements; failure to keep complete and accurate payroll records; failure to
20 reimburse necessary business-related expenses and costs, and violations of Labor Code sections
21 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194,
22 1197, 1197.1, 1198, and 2698, *et seq.* (collectively, the "Released Claims"). This release shall
23 apply to claims arising during the PAGA Period and will be binding and effective upon Plaintiff,
24 PAGA Members, the state of California and the LWDA regardless of whether any PAGA
25 Members fail to cash their respective settlement checks.

26 31. "Plaintiff's Additional Released Claims" means the Released Claims and any and
27 all claims, demands, rights, liabilities, and/or cause or causes of action, whether known or
28 unknown, which have been or could have been asserted by Plaintiff, or Plaintiff's heirs, successors

1 and/or assigns, against Defendant and/or any of the Released Parties arising at any time prior to
2 the execution of this Agreement, including but not limited to any and all claims which arose out
3 of or are in any way connected to Plaintiff's employment with Defendant and all claims alleged in
4 the Action. This release specifically excludes claims for unemployment insurance, disability,
5 social security, and workers' compensation (except for claims pursuant to Labor Code Sections
6 132a and 4553).

7 As to Plaintiff's Additional Released Claims, Plaintiff expressly waives all rights and
8 benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as
9 follows:

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

14 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
15 and complete release and discharge of all of his Released Claims, Plaintiff expressly acknowledges
16 that this Settlement is intended to include in its effect, without limitation, all Released Claims
17 which Plaintiff does not know or suspect to exist in his favor at the time of execution hereof, and
18 that the Settlement contemplates the extinguishment of all such Released Claims.

19 32. "Released Parties" means Defendant Hayward Nissan Corporation, and its past,
20 present and/or future officers, directors, members, managers, employees, agents, representatives,
21 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,
22 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

23 33. "Settlement Administrator" means Phoenix Class Action Settlement
24 Administrators.

25 34. "Settlement Administration Costs" means the reasonable costs and fees of
26 administering the Settlement to be paid from the Gross Settlement Amount, including, but not
27 limited to: (i) printing, mailing, and re-mailing (if necessary) the Notice and payments to the
28 PAGA Members; (ii) preparing and submitting to PAGA Members and government entities all

appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, the Plaintiff's Incentive Payment, Plaintiff's Counsel Award, and the PAGA payment to the LWDA; (iv) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; and (vi) preparing and submitting filings required by law in connection with the payments required by the Settlement.

SETTLEMENT TERMS

35. Binding Settlement: This Settlement shall bind the Parties, all PAGA Members, the state of California, and the LWDA, subject to the terms and conditions hereof and the Court's approval. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action, and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

36. Release by Plaintiff and Other PAGA Members: Upon the funding of the Gross Settlement Amount, Plaintiff, all other PAGA Members, the state of California, and the LWDA shall be deemed to have released their respective Released Claims against the Released Parties. In addition, Plaintiff shall also be deemed to have released Plaintiff's Additional Released Claims against the Released Parties upon the funding of the Gross Settlement Amount.

37. Gross Settlement Amount: Subject to the terms and conditions of this Agreement, Defendant shall pay the maximum Gross Settlement Amount ("GSA") of One Hundred and Fifty Thousand Dollars (\$150,000.00) as a non-reversionary, all-inclusive settlement amount to settle this Action.

38. Escalator Clause. The Gross Settlement Amount is based on Defendant's representation that the PAGA Members worked a total of approximately 6,300 Pay Periods from May 18, 2021, to November 12, 2025. Should the Pay Periods worked by the PAGA Members during the PAGA Period ultimately increase by more than 10% (i.e., by more than 630 Pay Periods), Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Pay Periods worked by the PAGA Members above 10%. For example, if the number of Pay Periods increases by 11% to Pay Periods, the Gross Settlement Amount will increase by 1%.

1 39. Funding and Allocation of the GSA: Defendant shall deposit the GSA with the
2 Settlement Administrator no later than fourteen (14) calendar days after the Effective Date.
3 Defendant shall be deemed to have fully met its payment obligations under this Agreement upon
4 transfer and/or deposit of the GSA and shall assume no responsibility for the security or
5 distribution of settlement funds following transfer and/or deposit of the GSA. Defendant shall have
6 no further obligations under this Agreement after transferring the GSA to the Settlement
7 Administrator. If this Settlement is not finally approved by the Court in full, or is terminated,
8 rescinded, canceled, or fails to become effective for any reason, or if the Effective Date does not
9 occur, then no portion of the Gross Settlement Amount shall be paid by Defendant.

10 40. GSA Disbursement Recipients: Subject to the terms and conditions of this
11 Agreement, the Settlement Administrator shall disburse the GSA as follows:

12 a. Plaintiff's Incentive Payment. Subject to Court approval, Plaintiff shall be paid an
13 incentive payment not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), or any lesser
14 amount as awarded by the Court, for his time and effort in bringing and presenting the Action and
15 for releasing the Released Claims and Additional Released Claims. Defendant shall not oppose or
16 object to Plaintiff's request for an incentive payment in an amount not to exceed Seven Thousand
17 Five Hundred Dollars (\$7,500.00). The incentive payment shall be paid to Plaintiff from the Gross
18 Settlement Amount no later than fourteen (14) days after Defendant transfers the GSA to the
19 Settlement Administrator. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff
20 for his incentive payment. Plaintiff shall be solely and legally responsible to pay any and all
21 applicable taxes on his incentive payment and shall hold harmless Defendant, Plaintiff's Counsel,
22 and Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result
23 of payment of the incentive payment. Plaintiff's Incentive Payment is in addition to Plaintiff's
24 Individual Settlement Payment. Any amount requested by Plaintiff for an incentive payment and
25 not awarded by the Court shall become part of the Net Settlement Amount.

26 41. Plaintiff's Counsel Award. Plaintiff's Counsel will apply to the Court for a
27 Plaintiff's Counsel Award in an amount not to exceed one-third (1/3) of the Gross Settlement
28 Amount, which amounts to Fifty Thousand Dollars (\$50,000.00), and the reimbursement of costs

1 and expenses associated with the litigation and settlement of the Action, not to exceed Twenty
2 Thousand Dollars (\$20,000.00), subject to the Court's approval. Pursuant to a fee sharing
3 agreement between PLG and LFJ, PLG shall receive Thirty-Seven Thousand and Five Hundred
4 Dollars (\$37,500), or Seventy-Five Percent (75%) of the Plaintiff's Counsel Award, and LFJ shall
5 receive Twelve Thousand and Five Hundred Dollars (\$12,500), or Twenty-Five Percent (25%) of
6 the Plaintiff's Counsel Award.

7 a. Subject to the Court's approval, Plaintiff's Counsel shall provide the Settlement
8 Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement
9 Administrator to process the Plaintiff's Counsel Award approved by the Court. In the event that
10 the Court does not approve the entirety of the application for Plaintiff's Counsel Award, the
11 Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor
12 the Settlement Administrator shall be responsible for paying the difference between the amount
13 requested and the amount awarded by the Court. If the amount awarded is less than the amount
14 requested by Plaintiff's Counsel for Plaintiff's Counsel Award, the difference shall become part
15 of the Net Settlement Amount. Plaintiff's Counsel shall be paid any Court-awarded attorneys' fees
16 and costs no later than fourteen (14) days after Defendant provides the Settlement Administrator
17 with the Gross Settlement Amount. Plaintiff's Counsel shall be solely and legally responsible to
18 pay all applicable taxes on the Plaintiff's Counsel Award. The Settlement Administrator shall issue
19 an IRS Form 1099 to Plaintiff's Counsel for the Plaintiff's Counsel Award.

20 b. Settlement Administration Costs. The Settlement Administration fees and
21 expenses, which are estimated not to exceed Two Thousand Five Hundred Dollars (\$2,500.00)
22 shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the Settlement
23 Administration process and to make all reasonable efforts to control and minimize Settlement
24 Administration Costs.

25 42. NSA Disbursement Recipients: Following the foregoing GSA Disbursements of
26 Court approved attorney's fees and costs, settlement administration expenses, and the Plaintiff's
27 Incentive Payment, the remainder of the GSA shall constitute the Net Settlement Amount
28 ("NSA"). Subject to the Court's approval, the NSA will be allocated as follows:

1 a. To the LWDA. The Settlement Administrator shall pay to the LWDA Seventy-Five
2 percent (75%) of the NSA (the LWDA Fund).

3 b. To the PAGA Members. The Settlement Administrator shall pay to the PAGA
4 Members Twenty-Five Percent (25%) of the NSA, according to the Individual Settlement Payment
5 formula set forth below. The PAGA Members shall not be required to submit a claim in order to
6 receive a share of the Net Settlement Amount, and no portion of the Gross Settlement Amount
7 shall revert to Defendant or result in an unpaid residue.

8 43. Individual Settlement Payment Calculation. The Settlement Administrator shall
9 calculate each Individual Settlement Payment by: (1) dividing the number of Pay Periods each
10 PAGA Member worked for Defendant during the PAGA Period, based on the PAGA Member List
11 provided by Defendant, by the total number of Pay Periods worked by all PAGA Members during
12 the PAGA Period; and (2) multiplying the result by the amount of the PAGA Member Fund.

13 a. Individual Settlement Payments shall be made by check and shall be made payable
14 to each PAGA Member as set forth in this Agreement.

15 b. Individual Settlement Payments shall be allocated one hundred percent (100%) as
16 non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall
17 issue an IRS Form 1099 to each PAGA Member along with the Individual Settlement Payment.

18 c. Individual Settlement Payments shall remain negotiable for one hundred eighty
19 (180) calendar days from the date of mailing. If an Individual Settlement Payment check remains
20 uncashed after one hundred eighty (180) days from issuance, the Settlement Administrator shall
21 distribute the value of the uncashed check to the State Controller's Unclaimed Property Fund in
22 the name of the PAGA Member. In such event, such PAGA Member shall nevertheless remain
23 bound by the Settlement.

24 d. It is expressly understood and agreed that the receipt of an Individual Settlement
25 Payments shall not entitle any PAGA Member to additional compensation or benefits under any
26 collective bargaining agreement or under any bonus, contest, or other compensation or benefit plan
27 or agreement in place during the period covered by the Settlement, nor shall it entitle any PAGA
28 Member to any increased pension and/or retirement, or other deferred compensation benefits. It is

1 the intent of the Parties that the Individual Settlement Payments provided for in this Agreement
2 are the sole payments to be made to the PAGA Members in connection with this Settlement, with
3 the exception of Plaintiff, and that the PAGA Members are not entitled to any new or additional
4 compensation or benefits as a result of having received an Individual Settlement Payment.
5 Furthermore, the receipt of Individual Settlement Payments by the PAGA Members shall not, and
6 does not, by itself establish any general, special, or joint employment relationship between and
7 among any PAGA Member and Defendant.

8 44. No Tax or Legal Advice: It is understood and agreed that neither Defendant or
9 Defense Counsel, nor Plaintiff's Counsel are providing tax or legal advice, nor making
10 representations regarding tax obligations or consequences, if any, related to this Agreement, and
11 that PAGA Members will assume any such tax obligations or consequences that may arise from
12 this Agreement, and that PAGA Members shall not seek any indemnification from the Parties or
13 any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body
14 determines that additional taxes are due from any PAGA Members, such PAGA Member assumes
15 all responsibility for the payment of such taxes. Plaintiff and the PAGA Members should consult
16 with their tax advisors concerning the tax consequences of the Individual Settlement Shares they
17 receive pursuant to this Agreement.

18 45. Tax Consequences: Defendant makes no representations or warranties with respect
19 to the tax consequences of the payments made under this Agreement. Plaintiff agrees and
20 understands that he is responsible for payment, if any, of local, state, and/or federal taxes on the
21 payment made as consideration herein. Plaintiff further agrees to indemnify and hold Defendant
22 harmless from any claims, demands, deficiencies, penalties, interest, assessments, judgments, or
23 recoveries by any government agency against Defendant for any amounts claimed due on account
24 of (a) Plaintiff's failure to pay or delayed payment of federal or state taxes, or (b) damages
25 sustained by Defendant by reason of any such claims, including attorneys' fees and costs.

26 46. Circular 230 Disclaimer: The Parties acknowledge that (1) no provision of this
27 Agreement, and no written communication or disclosure between or among the Parties, Plaintiff's
28 Counsel, or Defense Counsel and other advisers, is or was intended to be, nor shall any such

1 communications or disclosure constitute or be construed or be relied upon as, tax advice within
2 the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended);
3 (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal
4 and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not
5 entered into this Agreement based upon the recommendation of any other party or any attorney or
6 advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by
7 any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
8 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation
9 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
10 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
11 treatment or tax structure of any transaction, including any transaction contemplated by this
12 Agreement.

13 47. Approval of Settlement: Plaintiff shall be responsible for moving the Court to
14 approve the Settlement and enter the Judgment. The Parties agree to work diligently and
15 cooperatively to have this Settlement presented to the Court for approval, including working
16 cooperatively in good faith to address any questions raised by the Court and making any
17 amendments required by the Court to make any immaterial changes with counsels' signatures.
18 Plaintiff's Counsel will be responsible for drafting the motion for approval of Settlement and all
19 documents necessary to obtain the Court's approval of the Settlement. Defendant agrees that it will
20 not oppose Plaintiff's motion for approval of the Settlement.

21 48. Submissions to LWDA: Plaintiff's Counsel shall submit a copy of this Agreement
22 to the LWDA at the same time it is submitted to the Court in accordance with the requirements set
23 forth in Section 2699(1)(2). Plaintiff's Counsel shall also be responsible for submitting to the
24 LWDA a copy of the Court's judgment and any other orders that award or deny penalties to the
25 LWDA.

26 49. Settlement Administration: The Parties agree to select Phoenix Settlement
27 Administrators as the Settlement Administrator. Settlement Administration duties shall include
28 performing a single address follow up on any returned mail, and the calculation, processing, and

1 mailing of all Individual Settlement Payments and tax forms, if required, to the PAGA Members
2 and tax authorities. The Settlement Administrator shall keep the Parties timely apprised of the
3 performance of all Settlement Administrator responsibilities required by the Settlement. The
4 Settlement Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF")
5 pursuant to IRS rules and regulations in which the Gross Settlement Amount shall be placed and
6 from which payments by the Settlement shall be made. The Parties each represent that they do not
7 have any financial interest in the Settlement Administrator or otherwise have a relationship with
8 the Settlement Administrator that could create a conflict of interest.

9 a. Wiring Instructions. As soon as practicable and no later than two (2) business days
10 following the Effective Date, the Settlement Administrator shall provide to Defendant complete
11 wiring instructions for the GSA, including, without limitation, the name of the account, name of
12 the bank, routing number, and bank account number or such other pertinent information which
13 might be required by Defendant in order to effectuate payment in accordance with the terms of the
14 Agreement.

15 b. PAGA Members List. Within fourteen (14) calendar days of the Effective Date,
16 Defendant shall deliver to the Settlement Administrator the PAGA Members List for purposes of
17 mailing the Notice and Individual Settlement Payments to PAGA Members.

18 c. Notice by First Class U.S. Mail. Upon receipt of the PAGA Members List, the
19 Settlement Administrator shall perform a search based on the National Change of Address
20 Database maintained by the United States Postal Service to update and correct any known or
21 identifiable address changes. Within fourteen (14) days of receiving the Gross Settlement Amount
22 from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice
23 and each PAGA Member's respective Individual Settlement Payments, to all PAGA Members via
24 regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to
25 determine the current mailing address for each PAGA Member. The address identified by the
26 Settlement Administrator as the current mailing address shall be presumed to be the most current
27 mailing address for each PAGA Member. The Parties agree that this procedure for notice provides
28 the best notice practicable to PAGA Members and fully complies with due process.

1 d. Undeliverable Settlement Payments. Any Individual Settlement Payment returned
2 to the Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address
3 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly
4 attempt to obtain an updated mailing address by the use of skip-tracing within five (5) business
5 days of receiving the returned Individual Settlement Payment. If an updated mailing address is
6 identified, the Settlement Administrator shall promptly resend the Individual Settlement Payment
7 to the PAGA Member whose payment was returned as non-deliverable no later than three (3)
8 business days from when the updated mailing address is obtained. If any payment returned as non-
9 deliverable is returned for an individual who is a current employee of Defendant, and an updated
10 delivery address cannot be located by the Settlement Administrator, the Settlement Administrator
11 shall contact Defendant's Counsel and Defendant shall attempt to obtain an updated mailing
12 address from the individual

13 e. Determination of Individual Settlement Payments. The Settlement Administrator
14 shall determine eligibility for, and the amount of, each Individual Settlement Payment under the
15 terms of this Agreement. The Settlement Administrator's determination of the eligibility for and
16 amount of each Individual Settlement Payment shall be binding upon the PAGA Members and the
17 Parties, yet subject to review by Plaintiff's Counsel, Defense Counsel, and the Court. Defendant's
18 records shall be presumed accurate.

19 f. Disputes Regarding Administration of Settlement. Any dispute not resolved by the
20 Settlement Administrator concerning the administration of the Settlement shall be resolved by the
21 Court.

22 g. Post-Distribution Declaration: Within two hundred (200) calendar days of
23 distributing the GSA, the Settlement Administrator shall provide to the Parties, for filing with the
24 Court, a declaration verifying, under oath, that the Settlement Administrator has made
25 disbursement of the GSA pursuant to the terms of this Agreement and the Court's PAGA
26 Settlement Approval Order. In this declaration, the Settlement Administrator shall also provide an
27 explanation of efforts to resend Notice Returns, a summary of claims paid, how many and the total
28 amount of settlement checks that went uncashed, how many and the amounts that were

undeliverable, and when the uncashed settlement funds were sent to the State Controller.

h. Monitoring and Reviewing Settlement Administration. The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amount, as provided for in this Agreement.

50. Best Efforts: The Parties agree to use their best efforts to carry out the terms of this Settlement.

51. Disputes: Should there be any dispute between the parties as to the remaining terms of the Settlement after the parties have exhausted all efforts to meet and confer in good faith about any such dispute, the Parties shall submit the dispute to the Court for its assistance in resolving the dispute.

52. Nullification of Settlement: If the Court fails to approve this Settlement for any reason, the Parties agree to meet and confer in good faith to exhaust all efforts to obtain approval of this Settlement from the Court. If the Court ultimately fails to approve this Settlement and all meet-and-confer efforts between the Parties have been exhausted, this Agreement shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning, and this Agreement and any documents related to it shall not be used in any other civil, criminal, or administrative action against Defendant or any of the other Released Parties. In the event an appeal is filed from the Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

53. Adequacy of Consideration: The Parties agree that the consideration described herein constitutes adequate consideration for the Settlement and releases described herein.

54. No Publicity: The Parties and counsel agree that no Party or his/its counsel shall issue any press release to the news media, or communicate in any way with any news media, concerning the Settlement or the litigation.

55. Dismissal of Defendant Stevens Creek Chrysler Jeep Dodge: The parties agree to the dismissal of Defendant Stevens Creek Chrysler Jeep Dodge with prejudice and request that this Court order said dismissal.

1 56. Exhibits and Headings: The terms of this Agreement include the terms set forth in
2 any attached Exhibit(s), which are incorporated by this reference as though fully set forth herein.
3 The Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of
4 any paragraphs or sections of this Agreement are inserted for convenience of reference only.

5 57. Amendment or Modification: This Agreement may be amended or modified only
6 by a written instrument signed by counsel for all Parties or their successors-in-interest.

7 58. Entire Agreement: This Agreement and any attached Exhibits constitute the entire
8 Agreement between the Parties, and no oral or written representations, warranties, or inducements
9 have been made to Plaintiff or Defendant concerning this Agreement or its Exhibits other than the
10 representations, warranties, and covenants contained and memorialized in this Agreement and its
11 Exhibits. No other prior or contemporaneous written oral agreements may be deemed binding on
12 the Parties.

13 59. Authorization to Enter into Settlement Agreement: Plaintiff's Counsel and Defense
14 Counsel warrant and represent they are expressly authorized by the Parties whom they represent
15 to negotiate this Agreement and to take all appropriate actions required or permitted to be taken
16 by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
17 documents required to effectuate the terms of this Agreement. The Parties, Plaintiff's Counsel, and
18 Defense Counsel shall cooperate with each other and use their best efforts to effectuate the
19 implementation of the Settlement. In the event that the Parties are unable to reach agreement on
20 the form or content of any document needed to implement the Settlement, or on any supplemental
21 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
22 seek the assistance of the Court to resolve such disagreement. The individuals signing this
23 Agreement on behalf of Defendant represent and warrant that they are authorized to sign on behalf
24 of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and
25 that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.
26 Plaintiff acknowledges that he has read this Agreement, that he fully understands his rights,
27 privileges, and duties under the Agreement, and enters this Agreement freely and voluntarily.
28 Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to

1 explain the terms of this Agreement and the consequences of signing this Agreement. Additionally,
2 the Parties have cooperated in the drafting and preparation of this Agreement. Hence, in any
3 construction made of this Agreement, the same shall not be construed against any of the Parties.

4 60. Fees and Costs: The Parties shall each bear their own costs, attorneys' fees, and
5 other fees incurred in connection with this Agreement and in connection with the Action and
6 Plaintiff's claims, except as otherwise set forth specifically herein.

7 61. Binding on Successors and Assigns: This Agreement shall be binding upon, and
8 inure to the benefit of, the successors and assigns of the Parties.

9 62. California Law Governs: All terms of this Agreement and the Exhibits hereto shall
10 be governed by and interpreted according to the laws of the State of California, without giving
11 effect to any law that would cause the laws of any jurisdiction other than the State of California to
12 be applied.

13 63. Counterparts: This Agreement may be executed in one or more counterparts. All
14 executed counterparts and each of them shall be deemed to be one and the same instrument.

15 64. Jurisdiction of the Court: Following entry of the Judgment, the Court shall retain
16 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
17 Agreement and all orders and judgments entered in connection therewith, and the Parties,
18 Plaintiff's Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of
19 interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all
20 orders and judgments entered in connection therewith. . In the event that one or more of the Parties
21 institutes any legal action or other proceeding against any other Party or Parties to enforce the
22 provisions of this Settlement or to declare rights and/or obligations under this Settlement, the
23 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties
24 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
25 enforcement actions.

26 65. Invalidity of Any Provision: Before declaring any term or provision of this
27 Agreement invalid, the Parties request that the Court first attempt to construe the terms or
28 provisions valid to the fullest extent possible consistent with applicable precedents so as to define

all provisions of this Agreement as valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

Dated: 5/11/2026

PLAINTIFF

Signed by:

By:


853D4E842E8340A...
Gabino Perez

Dated: 5/13/2026

DEFENDANT

HAYWARD NISSAN CORPORATION

By:

Name: Mathew Zaheri

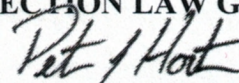
Title: President

APPROVED AS TO FORM

Dated: 5/11/2026

PROTECTION LAW GROUP, LLP

By:


Peter Horton
Shadi Sahebghalam
KiryI Karpiuk

Dated: 5/13/26

MIRHOSSEINI LAW GROUP, APC

By:


Tina M. Starr
Ali Mirhosseini

1 Dated: **5/14/26**

LAWYERS FOR JUSTICE, APC

2 By: 

3 Edwin Aiwarzian

4 Travis J. Maher

EXHIBIT A

COURT APPROVED NOTICE OF PAGA SETTLEMENT

Perez v. Hayward Nissan Corporation
Alameda Superior Court Case No. RG21106267

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

[Name]
[Address Line 1]
[Address Line 2]

Dear [Name]:

You are receiving this Notice because you are eligible to receive money as a result of a court-approved settlement in the above-referenced action (the "Lawsuit").

What Is This Lawsuit About?

In the Lawsuit, Plaintiff Gabino Perez ("Plaintiff") asserted claims for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA") against Defendant Hayward Nissan Corporation ("Defendant"), on behalf of himself and other current and former hourly, non-exempt employees that worked for Defendant during the period from May 19, 2020, through November 12, 2025 (the "PAGA Period").

Defendant denies Plaintiff's claims in their entirety and denies that it owes any civil penalties. To avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted under PAGA behalf of all non-exempt employees who worked in California for Defendant any time during the period from May 19, 2020, through November 12, 2025 ("PAGA Members"). The lawsuit does not affect any individual wage claims you may have against Defendant.

What Are The Terms Of The Settlement?

Plaintiff and Defendant reached a settlement of \$150,000.00, which was reviewed and approved by the Court. Portions of the settlement amount goes to the State of California's Labor and Workforce Development Agency and Plaintiff's counsel. The remaining settlement amount goes to the PAGA Members. Defendant's records show that you are a PAGA Member, and are entitled to a pro rata share of the settlement based on the number of pay periods you worked during the PAGA Period.

By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or legal claims in the Lawsuit. The Court has not decided whether Plaintiff's claims or Defendant's defenses to those claims, are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement is fair, adequate, and reasonable.

As a result of this Settlement, you, Plaintiff and the State of California shall release Defendant together with its officers, directors, employees, and agents from all claims for penalties and attorneys' fees and costs recoverable under PAGA which Plaintiff, PAGA Members, and/or the LWDA had, or may claim to have, against Released Parties, based on the facts alleged in the Complaint or the PAGA Notice, including penalties arising from the following claims: unpaid straight and overtime wages (including any work off-the-clock and non-productive time); failure to pay employees all minimum wages and overtime wages; failure to provide compliant meal and rest breaks; failure to pay all premium wages owed for short, late or missed meal and rest periods; failure to pay all wages owed

at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; and violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, and 2698, *et seq.*, that arose between February 22, 2022, and June 3, 2024. This means you cannot file a suit against Defendant for claims arising under PAGA during this period. It does not affect your right to bring an individual lawsuit or mean you have released any individual claims.

What Should I Do Now?

Enclosed with this Notice is your settlement check in the amount of: \$ [REDACTED]. You may immediately deposit your enclosed settlement check and need not take any further action. Your settlement amount represents penalties and will be reported on an IRS Form 1099.

The settlement check shall remain valid for one hundred eighty (180) days. Checks remaining un-cashed for more than 180 days after issuance will be tendered to the California Department of Unclaimed Property within fourteen (14) calendar days from the date on which the checks become void.

How Can I Get More Information?

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, located at [REDACTED].

You can also telephone or send an email to the Settlement Administrator using the following contact information:

Settlement Administrator

Email Address:

Mailing Address:

Telephone:

PLEASE DO NOT TELEPHONE THE COURT, DEFENDANT, OR DEFENDANT'S COUNSEL REGARDING THIS NOTICE. THE COURT IS NOT ABLE TO PROVIDE ANY INFORMATION OR ADVICE REGARDING THIS NOTICE.