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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

CHRIS N. DILLER and EDWARD SANDOVAL,
on behalf of themselves and all others similarly
situated;

Plaintiffs,

vs.

GOLDEN STATE SUPPLY LLC, a Nevada
Limited Liability Company, and DOES 1-100,
Inclusive,
Defendants.

Case No. 34-2020-00281372-CU-OE-GDS

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

Complaint Filed: 07/01/2020
FAC Filed: 08/24/2020

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27
28

Subject to the approval of the Court, this Joint Stipulation and Settlement Agreement (hereinafter the “Settlement Agreement” or “Agreement”) is made and entered into by Plaintiffs Christopher Diller, Edward Sandoval, and Israel Cruz Chan (“Named Plaintiffs”), individually and on behalf of the Settlement Class, as defined herein, and Defendants Golden State Supply, Inc. Worldwide Auto Parts, Inc. and Advance Stores Company, Inc. (erroneously sued as Advance Stores, Inc.). (hereinafter “Defendants”). Named Plaintiffs and Defendants are jointly referred to in this Settlement Agreement as the “Parties,” and each of them as a “Party.” The Parties agree that the entire Litigation, as defined below, shall be, and hereby is, ended, settled, resolved, and finally concluded by agreement of Defendants to pay a non-reversionary gross settlement in the total amount of ONE MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,600,000.00) as provided herein upon the terms and conditions of this Settlement Agreement and for the consideration set forth herein, including but not limited to a release of all claims by the Class Members and a general release of claims by the Named Plaintiffs for additional consideration as set forth herein. Defendants will also be responsible for their share of payroll taxes in addition to the said gross settlement amount.

1. **DEFINITIONS**

1.1 The term “*Agreement*” means this Settlement Agreement.

1.2 The term “*Attorneys’ Fees and Costs*” means the amount of attorneys’ fees and costs to be requested by Class Counsel subject to Court approval in accordance with this Agreement. Class Counsel shall request Attorneys’ Fees of up to 33 1/3 % of the gross Class Settlement Amount (i.e., up to \$533,333.33) plus the reimbursement of reasonable costs and expenses associated with Class Counsel’s litigation and settlement of the Litigation, estimated to not exceed \$17,500, both of which will be paid from the gross Class Settlement Amount. Any portion of the Attorneys’ Fees and Costs not awarded to Class Counsel shall be added to the Net Settlement Amount for the benefit of all Settlement Class Members.

1.3 The term “*Settlement Administrator*” means PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS, the third party entity agreed to by the Parties subject to

1 Court approval which will perform the duties of, among other things: (i) mailing the Notice
2 and Class Action Information Form to Class Members; (ii) performing an NCOA search and
3 skip-tracing; (iii) tracking returned Opt-Out Letters and Objections; (iv) notifying the Parties
4 regarding submitted Opt-Out Letters and Objections consistent with this Agreement; (v)
5 issuing payments consistent with this Agreement; and, (vi) issuing any required tax
6 paperwork. The Parties represent that they do not have any financial interest in the Claims
7 Administrator or otherwise have a relationship with the Claims Administrator that could create
8 a conflict of interest.

9 1.4 The term “*Class Counsel*” means the following counsel who, subject to Court approval, shall
10 act as counsel for the Settlement Class: MATTHEW R. SCHOECH OF SCHOECH LAW
11 GROUP, PC AND GLEN VAN DYKE AND MEGAN DEHERRERA OF VAN DYKE
12 LITIGATION & TRIAL ATTORNEYS, PC AND FARZAD RASTEGAR OF RASTEGAR
13 LAW GROUP, APC.

14 1.5 The term “*Class Member(s)*” means all persons employed by Golden State Supply, LLC or
15 Worldwide Auto Parts, Inc. to work in any non-exempt hourly paid job position in California,
16 at any time between July 1, 2016 to preliminary approval.

17 1.6 The term “*Class Period*” means the period of time from July 1, 2016 to preliminary approval,
18 which is the period of time applicable to the claims released.

19 1.7 The term “*Class Settlement Amount*” means the gross sum of ONE MILLION SIX
20 HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,600,000.00) which shall be
21 the maximum sum paid by Defendants to settle this Litigation. In addition to the Class
22 Settlement Amount, Defendants will also be responsible for employer payroll taxes. The
23 combined total of any Attorneys’ Fees and Costs approved by the Court, any Service
24 Enhancement approved by the Court to the Named Plaintiffs, the PAGA Payment approved
25 by the Court, Settlement Administration Costs approved by the Court and the amounts paid
26 to Settlement Class Members shall not exceed the gross Class Settlement Amount.

27 1.8 The term “*Court*” means the Superior Court of the State of California, County of San Diego,
28 and any appellate court which may review any orders entered by the Court related to this

Settlement.

1.9 The term “*Defendants*” means Defendants GOLDEN STATE SUPPLY, LLC, WORLDWIDE AUTO PARTS, INC., AND ADVANCE STORES COMPANY, INC.

1.10 The term “*Execution*” refers to the signing of this Agreement by all signatories hereto.

1.11 The term “*Final Judgment*” refers to the final judgment entered by the Court.

1.12 “*Final Approval Hearing*” means a hearing for the purpose of: (i) determining the fairness, adequacy and reasonableness of the Stipulation and associated settlement pursuant to class action procedures and requirements; (ii) determining the good faith of the Stipulation and associated settlement; and (iii) entering Judgment. This hearing is intended to be the final approval hearing required under California Rule of Court 3.769(a).

1.13 The term “*Litigation*” means the lawsuits, entitled *Chris N. Diller and Edward Sandoval v. Golden State Supply, LLC*, Case No. 34-2020-00281372 (Superior Court for the State of California in and for the County of Sacramento) and *Israel Cruz Chan v. Worldwide Auto Parts, Inc. and Advance Stores, Inc.*, Case No. 37-2021-00035159-CU-OE-CTL (Superior Court for the State of California in and for the County of San Diego).

1.14 The term “*Named Plaintiffs*” means Chris N. Diller, Edward Sandoval, and Israel Cruz Chan. The Named Plaintiffs will seek to be designated as Settlement Class Representatives for the Settlement Class Members.

1.15 The term “*Net Settlement Amount*” means the Class Settlement Amount minus any Attorneys’ Fees and Costs as approved by the Court, the amount for Settlement Administration Costs as approved by the Court, the amount of the PAGA Payment paid to the LWDA as approved by the Court, and the Named Plaintiffs’ Service Enhancement Awards as approved by the Court.

1.16 The term “*Notice*” means the Notice attached hereto as Exhibit 1 which has been agreed to by the Parties and subject to Court’s approval, which the Settlement Administrator will mail to each Settlement Class Member explaining the terms of the Settlement, the Opt-Out procedure, the objection procedure, and the procedure for disputing the stated amount of workweeks for each Settlement Class Member during the Class Period.

1.17 The term “*Settlement Administration Costs*” means the costs incurred by the Settlement

1 Administrator to compare the class list against the National Change of Address (“NCOA”) database maintained by the United States Postal Service; typeset, print, and mail the Notice to
2 all Class Members; perform skip-tracing of returned mailings; payment of postage required to
3 comply with this Agreement; and all other expenses, including tax reporting and fees to be
4 paid by the Settlement Administrator, necessary to administer the Settlement in accordance
5 with this Agreement. The amount of the Settlement Administration Costs as approved by the
6 Court shall be paid from the gross Class Settlement Amount.

8 1.18 The term “*Opt-Out Letter*” refers to a written request to “Opt-Out” or “exclude” oneself from
9 the Settlement sent by any Class Member who elects to be excluded from the Settlement Class.
10 A Class Member must submit an Opt-Out letter to the Settlement Administrator to exclude
11 himself or herself from the Settlement and from the release of claims pursuant to this
12 Settlement. Those Settlement Class Members who submit a valid and timely Opt-Out Letter
13 will no longer be considered part of the Settlement Class after their valid and timely Opt-Out
14 Letter is received by the Settlement Administrator and will not receive a Settlement
15 Disbursement Payment pursuant to this Agreement. Settlement Class Members may not opt
16 out of the PAGA Payment.

17 1.19 The term “*Opt-Out / Objection Period*” means the forty-five (45) day time period for Class
18 members to submit an *Opt-Out Letter*, an Objection to the Settlement, or to dispute the
19 information listed on the Notice to Class Members of Settlement. For those Class Members
20 who are re-sent the Notice, the Opt-Out / Objection Period will be extended another twenty
21 (20) calendar days beyond the initial Opt-Out / Objection Period.

22 1.20 The term “*Order Granting Final Approval of Class Action Settlement*” shall mean the order
23 and judgment to be entered by the Court titled “Order Granting Motion for Final Approval of
24 Class Action Settlement” and “Judgment.” The “Judgment,” shall constitute approval
25 pursuant to California Rule of Court 3.769(h).

26 1.21 The term “*PAGA Payment*” means the amount of \$80,000.00 to be paid as civil penalties for
27 the resolution of all claims under the Private Attorneys General Act, Labor Code § 2698, *et*
28 *seq.*, to be allocated 75% to the Labor Workforce Development Agency (“LWDA”) and 25%

to the Settlement Class Members as part of the Net Settlement Amount.

1.22 The term “*Released Claims*” means the claims that were pled or could have been pled based upon the factual allegations in the Amended Complaint during the Class Period, including but not limited to violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226, 226.3, 226.7, 510, 512, 558, 1174.5, 1197.1 1194, 1198, 2698 *et seq.*, 2802, California Business and Professions Code §§ 17200 *et seq.*, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period. This release shall extend to all Released Class Claims accrued during the Class Period and as further detailed in Section 7 of this Agreement.

1.23 The term “*Released Parties*” means Defendants and all of their current and former parents, subsidiaries, predecessors, successors, affiliates, corporations in common control, divisions, assigns, and related entities, and their respective shareholders, owners, officers, directors, employees, administrators, fiduciaries, trustees, agents, partners, attorneys, insurers, legal representatives, and benefit plans administrators, and their respective predecessors, successors, and assigns, as well as all past and present officers, directors, employees, .

1.24 The term “*Service Enhancement Payment*” means the amount of money to be requested by Class Counsel on behalf of each of the Named Plaintiffs, subject to Court approval, to compensate each Named Plaintiff for the efforts and risks they individually undertook on behalf of the settlement class, and in consideration for their execution of their general release. Named Plaintiffs CHRIS N. DILLER, EDWARD SANDOVAL, AND ISRAEL CRUZ CHAN will each receive FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) in recognition of their efforts, subject to Court approval. Any portion of the Service Enhancement Payments not awarded by the Court to the Named Plaintiffs shall be added to the Net Settlement Amount for the benefit of all Settlement Class Members.

1.25 The term “*Settlement*” means the disposition and conclusion of this entire Litigation and termination of all related claims effectuated by this Agreement.

1.26 The term “*Settlement Class*” means all Class Members who do not timely and validly exclude

1 themselves from the class in compliance with the exclusion procedures set forth in this
2 Agreement and who has not previously agreed to a general release of claims against
3 Defendants during the Class Period.

4 1.27 The term “*Settlement Class Member*” means any member of the Settlement Class.

5 1.28 The term “*Settlement Class Representatives*” means Named Plaintiffs Chris N. Diller, Edward
6 Sandoval, and Israel Cruz Chan, who Class Counsel shall request be appointed by the Court
7 as class representatives for purposes of the Settlement Class.

8 1.29 The term “*Settlement Disbursement Payment*” means the disbursements made by the
9 Settlement Administrator to Settlement Class Members pursuant to the Agreement.

10 1.30 The term “*Settlement Effective Date*” means the date on which the Settlement is finally
11 approved and the Superior Court’s Final Judgment (“Final Judgment” or “Judgment”)
12 becomes final. For purposes of this paragraph, the Superior Court’s Final Judgment becomes
13 final upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or
14 noticing of any appeal from, or other challenge to, the Superior Court’s Judgment (no less
15 than sixty (60) calendar days after the Superior Court’s Judgment is entered); (ii) the date
16 affirmance of an appeal of the Judgment becomes final under the California Rules of Court;
17 or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of
18 any proceeding on review of any court of appeal and/or Supreme Court decision relating to
19 the Judgment.

20 2. **RECITALS**

21 2.1 On July 1, 2020, Chris Diller filed a class action lawsuit in Sacramento County Superior Court
22 (Case No. 34-2020-00281372) against Golden State Supply, LLC for: (1) missed meal breaks
23 in violation of California Labor Code sections 226.7, 512, and IWC Wage Order No. 4; (2)
24 Failure to Provide Accurate Pay Stubs in Violation of Cal. Labor Code section 226; and (3)
25 violations of California Business and Professions Code section 17200 et seq.

26 2.2 Thereafter, on August 24, 2020, Diller's counsel filed a First Amended Complaint to add
27 another named Plaintiff, Edward Sandoval alleging the following causes of action: (1) missed
28 meal and rest breaks in violation of California Labor Code sections 226.7, 512, and IWC Wage

Order No. 4; (2) failure to pay earned wages and overtime; and (3) violations of California Business and Professions Code ("B&P") section 17200 et seq. Golden State Supply timely answered on October 14, 2020.

2.3 On August 17, 2021, Israel Cruz Chan filed a class action lawsuit against Worldwide Auto in San Diego Superior Court for: (1) failure to provide meal periods; (2) failure to provide rest breaks; (3) failure to pay minimum and straight line wages; (4) failure to pay overtime compensation; (5) failure to reimburse all necessary business expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties; (6) failure to timely pay wages due upon termination of employment; (7) failure to provide accurate wage statements; (8) violations of B&P section 17200 et seq.; and (9) Violation of California Labor Code section 2698 et seq., the Private Attorneys General Act of 2004 ("PAGA"). Defendant timely answered on September 22, 2021.

2.4 Since the inception of the Litigation, the Parties have engaged in informal discovery. Defendants provided Plaintiffs with copies of their time and payroll records, the relevant time and payroll data for Class Members, and a copy of relevant written policies.

2.5 The Parties engaged in extensive discussions about the respective strengths and weaknesses of the claims and defenses. On November 5, 2021, the Parties and their attorneys of record participated in a full day private mediation session with Todd Smith, an experienced and respected mediator. While the Parties did not reach an agreement at mediation, Todd Smith issued a mediator's proposal that was accepted by the Parties on November 15, 2021.

2.6 Class Counsel, after evaluation of the sharply disputed factual and legal issues relating to the Parties' respective positions in the Action and taking into account the risks, uncertainties, and expense of continued litigation, as well as the substantial benefits to be received pursuant to the compromise reached by the Parties and other relevant considerations, have concluded that a settlement of this Action on the terms and conditions set forth in this Agreement is fair, adequate, and reasonable, and in the best interests of all Class Members. The Settlement provides a fair, flexible, speedy, cost-effective, and assured procedure for providing a monetary settlement to Named Plaintiffs and the Settlement Class Members. The Parties

1 acknowledge that there is a good faith dispute regarding Plaintiffs' allegations of unpaid
2 wages and that the consideration provided herein includes a good faith, reasonable
3 compromise and settlement regarding such claim. Plaintiffs further acknowledge that they
4 have been paid or have received all compensation, wages, bonuses, commissions, and benefits
5 which are due and payable as of the date of the execution of this Agreement.

6 2.7 Defendants, taking into account the risks, uncertainties, disruptions, and expenses involved in
7 the Litigation, and their desire to put this controversy to rest, have concluded that a settlement
8 of the Litigation on the terms and conditions set forth in this Agreement is in the best interest
9 of Defendants because it will end and encompass all pending, threatened, or possible litigation
10 or claims by Named Plaintiffs and the Settlement Class Members against Defendants that
11 involve or allege the claims that have been asserted in the Litigation.

12 2.8 Defendants deny any and all wrongdoing and liability alleged in the Litigation and the Parties
13 specifically agree that neither Defendants' execution of the Agreement, nor anything referred
14 to herein, nor any action taken to carry out this Agreement, is or may be construed as an
15 admission by or against Defendants or deemed to be evidence: (i) of the validity of any of the
16 claims made by Plaintiffs or of any liability to Plaintiffs or to any Class Member; (ii) that
17 Defendants violated California law; or (iii) that this Litigation (or any other action) is properly
18 maintainable as a class action or properly certifiable by the Court under California Code of
19 Civil Procedure section 382.

20 2.9 The entry of Final Judgment in this Litigation shall resolve all claims which were alleged in
21 the operative Complaint filed in the Litigation, or which could have been alleged based upon
22 the facts set forth in the operative Complaint, with the exception of any claims which might
23 be retained by Class Members who exclude themselves from the Settlement by filing a timely
24 and valid Opt-Out Letter with the Settlement Administrator. The Parties agree to cooperate
25 and take all steps necessary and appropriate to obtain preliminary and final approval of this
26 Settlement, and to effectuate its terms.

27 2.10 Each of the forgoing Recitals are incorporated into this Agreement as if fully set forth in the
28 body of the Agreement.

1
2 3. **CERTIFICATION OF SETTLEMENT CLASS FOR SETTLEMENT PURPOSES**
3 **ONLY**

4 3.1 The Class Members shall consist of all persons employed by Golden State Supply, LLC or
5 Worldwide Auto Parts, Inc. to work in any non-exempt hourly paid job position in California,
6 at any time between July 1, 2016 to preliminary approval.

7 3.2 The Parties and Class Counsel agree that, if approved, certification of the class is a conditional
8 certification for settlement purposes only, and if for any reason the Court does not grant final
9 approval of the Settlement, or if final approval is not given following the appeal of any order
10 by the Court, or if for any reason the Settlement Effective Date does not occur, the certification
11 of the class for settlement purposes shall be deemed null and void without further action by
12 the Court or any of the Parties, each Party shall retain all of their respective rights and shall
13 be returned to their relative legal positions as they existed prior to execution of this
14 Agreement, and neither this Agreement, nor any of its accompanying exhibits or any orders
15 entered by the Court in connection with this Agreement, shall be admissible or used for any
16 purpose in this Litigation or any other legal or administrative proceeding.

17 3.3 The Parties and Class Counsel agree that, if approved, certification of the Class for settlement
18 purposes is in no way an admission by Defendants that class certification is proper in any
19 other litigation against Defendants.

20 4. **TERMS OF SETTLEMENT**

21 4.1 Subject to the other terms and conditions of this Agreement, and in consideration of the
22 contemplated pleadings, releases and dismissals set forth in this Agreement, and subject to
23 Court approval, the Parties agree that the gross Class Settlement Amount shall be ONE
24 MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,600,000.00).

25 4.2 Subject to Court Approval, The PAGA Payment of \$80,000 shall be made from the Class
26 Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75% of
27 the payment going to the Labor and Workforce Development Agency ("LWDA"). These
28 payments will be made whether or not the Aggrieved Employees opt out of the Settlement as

1 Aggrieved Employees may not opt out of the PAGA Payment nor object to the PAGA
2 Payment. The 25% of the PAGA Payment allocated to the Aggrieved Employees will be
3 distributed to the Aggrieved Employees based on their respective pay periods worked during
4 the PAGA Period.

5 4.3 Excluding those Class Members who Opt-Out from the Settlement, all members of the
6 Settlement Class shall be allocated a respective Settlement Disbursement Payment which will
7 be calculated by dividing the total number of weeks worked by each Settlement Class Member
8 during the Class Period by the total workweeks worked by all Settlement Class Members
9 during the Class Period while employed by Defendants and multiplying this ratio by the Net
10 Settlement Amount. The workweeks for Class Members who Opt-Out will be excluded from
11 the total workweeks amount when calculating Settlement Class Members' *pro rata* shares.
12 Each individual Settlement Class Member will be issued payment by check for his or her *pro*
13 *rata* share of the Net Settlement Amount. This is non-reversionary settlement and no claim
14 form is required to be submitted for Settlement Class Members to be paid.

15 4.4 Class Counsel may request that, subject to Court approval, each Named Plaintiff or Settlement
16 Class Representative be paid a maximum Service Enhancement Payment of up to FIVE
17 THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00), which shall be paid from the
18 gross Class Settlement Amount. Defendants will not oppose Class Counsel's request for said
19 Service Enhancement Payments for the Plaintiffs. In the event the Court does not award the
20 full requested Service Enhancement Payments the remainder shall be added to the Net
21 Settlement Amount for the benefit of all Settlement Class Members. The Settlement Class
22 Representatives agree to assume the responsibility of remitting to the Internal Revenue
23 Service, the California Franchise Tax Board, and any other relevant taxing authority the
24 amounts required by law, if any, to be withheld by Defendants from the Service Enhancement
25 Payment paid under this Agreement. The Settlement Class Representatives will assume full
26 responsibility for paying all taxes, federal and state, if any, due as a result of the Service
27 Enhancement Payments and agree to indemnify Defendants for any such taxes owed.

28 4.5 Class Counsel shall apply to the Court for an award of Attorney's Fees and Costs, which shall

1 be paid from the gross Class Settlement Amount. Defendants will not oppose Class Counsel's
2 application for an award of Attorneys' Fees in an amount equal to one-third (33 1/3%) of the
3 Class Settlement Amount comprising a maximum of FIVE HUNDRED THIRTY-THREE
4 THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE
5 CENTS (\$533,333.33) plus reasonable Costs not to exceed \$17,500. In the event the Court
6 does not award the full requested Attorney's Fees or Costs, the remainder(s) shall be added to
7 the Net Settlement Amount for the benefit of all Settlement Class Members. Class Counsel
8 assumes full responsibility for paying all taxes, federal and state, if any, due as a result of any
9 awarded attorney's fees and costs and agrees to indemnify Defendants for any such taxes
10 owed.

11 4.5.1. The Parties agree that the Court's approval or denial of any request for Attorney's Fees
12 and Costs or the Named Plaintiffs' Service Enhancement Payments are not material
13 conditions to this Agreement and are to be considered by the Court separately from
14 the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or
15 proceeding relating to the application by Class Counsel of an award for Attorney's
16 Fees and Costs or for Service Enhancement shall not operate to terminate or cancel
17 this Agreement. However, Class Counsel retains the right to file an appeal in the event
18 the Court reduces and/or denies the requested Attorneys' Fees and/or Named
19 Plaintiffs' Service Enhancement Payments.

20 4.5.2. Class Counsel agrees that they are responsible for allocating the Attorney's Fees and
21 Costs approved by the Court among themselves and any other counsel representing
22 Class Members that may have any other agreement with them. The Attorneys' Fees
23 shall be allocated between Class Counsel as follows: SCHOECH LAW GROUP, PC:
24 36.25%, VAN DYKE LITIGATION & TRIAL ATTORNEYS, PC: 36.25%, and
25 RASTEGAR LAW GROUP, APC: 27.5%. Costs shall be allocated to each Class
26 Counsel based upon their respective expenses incurred as approved by the Court.
27 Class Counsel warrant and represent that there are no liens on the amounts to be paid
28 pursuant to the terms of this Agreement and that no assignments of the claims to be

1 released or the Attorneys' Fees and Costs to be paid pursuant to this agreement have
2 been made or attempted. Class Counsel agrees to defend, indemnify and hold harmless
3 Defendants from any liability resulting from a breach of these representations and/or
4 any lien or assignment.

5 4.6 The Parties agree that, subject to Court approval, payment to the Settlement Administrator
6 shall not exceed \$17,750. The Settlement Administration Costs shall be paid from the Class
7 Settlement Amount. The Settlement Administrator shall regularly and accurately report to the
8 Parties, in written form when requested, on the substance of the work performed.

9 4.7 The Parties agree that the individual amounts paid to Settlement Class Members from the Net
10 Settlement Amount shall be correctly and appropriately allocated as follows: (1) twenty
11 percent (20%) to wages, subject to applicable withholdings, to be reported on a W-2 form; (2)
12 eighty percent (80%) to penalties and interest, not subject to withholdings and reported on a
13 1099 form to be issued by the Settlement Administrator. The Parties understand and agree
14 that Defendants, Plaintiffs, Defense Counsel and Class Counsel are not providing legal tax
15 advice, or making representations regarding tax obligations or consequences, if any, related
16 to this Agreement, and that the Settlement Class Members will assume any such tax
17 obligations or consequences that may arise from this Agreement, and that Settlement Class
18 Members shall not seek any indemnification from Defendants, Plaintiffs, Defense Counsel
19 and Class Counsel in this regard. The Parties agree that, in the event that any taxing body
20 determines that additional taxes are due from any Settlement Class Member, such Settlement
21 Class Member assumes all responsibility for the payment of any such taxes and agrees to
22 indemnify, defend and hold Defendants harmless for the payment of such taxes, any failure to
23 withhold, and any penalties associated therewith.

24 4.8 Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
25 THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
26 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
27 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
28 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN

1 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
2 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR
3 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
4 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
5 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
6 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
7 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
8 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
9 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER
10 PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
11 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY
12 ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
13 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3)
14 NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY
15 LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH
16 ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
17 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
18 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF
19 ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
20 THIS AGREEMENT.

21 4.9 Defendants, Counsel for Defendants, Plaintiffs and Class Counsel make no representation as
22 to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and
23 Settlement Class Members will not rely on any statement, representation, or calculation by
24 Defendants, Defense Counsel, Plaintiffs, Class Counsel or by the Settlement Administrator in
25 this regard. Plaintiffs and Settlement Class Members understand and agree that except for
26 Defendants' payment of the employer's portion of any payroll taxes, they will be solely
27 responsible for the payment of any taxes and penalties assessed on the payments described
28 herein.

1 4.10 Defendants' share of any employer-side payroll taxes allocated to the payment of wages will
2 be calculated based on the portion allocated to the payment of wages and paid separately from
3 the Class Settlement Amount. The Settlement Administrator will calculate the taxes owed
4 and provide this information to Defendants for payment directly to the appropriate taxing
5 authorities.

6 4.11 The payments made to the Settlement Class Members pursuant to this Agreement are not
7 being made for any other purpose and shall not be construed as compensation for purposes of
8 determining eligibility for any health and welfare benefits or unemployment compensation,
9 and no benefit, including but not limited to pension and/or 401(k), shall increase or accrue as
10 a result of any payment made as a result of this Settlement Agreement.

11 4.12 Checks issued to the Settlement Class Members pursuant to this Agreement shall remain
12 negotiable for a period of one hundred eighty (180) days from the date of mailing by the
13 Settlement Administrator. Thereafter, the checks shall become null and void, and any monies
14 remaining in the distribution account shall be distributed to the Legal Aid Society of San
15 Francisco - Employment Law Center. The Parties agree that this disposition results in no
16 "unpaid residue" under California Civil Procedure Code § 384, as Settlement Awards will be
17 paid out to Settlement Class Members, whether or not they cash their Settlement Checks, and
18 that Defendant will not be required to pay interest on said amount.

19 5. **NOTICE OF THE SETTLEMENT AND CLASS ACTION INFORMATION FORM**

20 5.1 Within twenty-one (21) business days after the Court grants preliminary approval of this
21 Settlement, Defendants shall provide to the Settlement Administrator a list of all Class
22 Members, including the following information/data in a Microsoft Excel spreadsheet: 1) full
23 name; 2) last known home mailing address; 3) social security number; 4) dates of
24 employment; and 5) workweeks worked during the Class Period in order for the Settlement
25 Administrator to be able to calculate each Settlement Class Member's respective *pro rata*
26 settlement share (hereinafter the "*Class List*"). The Class List shall be based on the data kept
27 in the ordinary course of business in Defendants' business records. The Parties agree that the
28 contents of the Class List are confidential and shall not be shared with anyone other than the

1 Settlement Administrator for any purpose. Within fifteen (15) days of receiving the
2 aforementioned data from Defendants, the Settlement Administrator will send out the
3 “Notice” attached hereto as Exhibit 1 to Class Members via first class mail.

4 5.2 Subject to Court approval, the Notice shall be sent by the Settlement Administrator to all Class
5 Members by first class mail. The Notice shall describe the terms of the Settlement , the Opt-
6 Out process, the objection process, the procedure for disputing the stated amount of
7 workweeks for each Settlement Class Member during the Class Period, and the date set by the
8 Court for a hearing on Final Approval of the Settlement. The Notice shall also include the
9 amount of each Class Member’s workweeks within the Class Period and the estimated
10 recovery for each Class Member.

11 5.3 Prior to mailing the Notice, the Settlement Administrator shall process the Class List against
12 the National Change of Address (“NCOA”) Database maintained by the United States Postal
13 Service (“USPS”). It shall be conclusively presumed that if the Notice is not returned as
14 “undeliverable,” the Class Member received the Notice. With respect to Notices that are
15 returned as undeliverable, if a forwarding address is provided by the USPS, the Settlement
16 Administrator shall re-mail the Notice within three (3) business days. If a Notice is
17 “undeliverable” and no forwarding address is provided, the Settlement Administrator shall
18 employ a more substantive skip-tracing procedure in order to obtain updated address
19 information and shall re-mail the Notice to those Class Members whom a new address is
20 located. All re-mailings to skip-traced Class Members shall be performed periodically during
21 the claims filing period and must be completed no later than ten (10) days prior to the Opt-
22 Out / Objection Period deadline. If the Notice is returned after skip-tracing and re-mailing
23 occurs, there shall be no further skip-tracing and it shall be presumed that the Settlement Class
24 Member cannot be located. Within five (5) business days following the Opt Out / Objection
25 Period, the Settlement Administrator will provide a final report of the number of Class
26 Members who have objected to or requested to Opt-Out of the Settlement.

27 5.4 Any Settlement Class Member who disagrees with the amount of the workweeks indicated for
28 that Class Member shall give written notice to the Settlement Administrator to indicate and

1 explain such disagreement, which must contain (1) a clear and unambiguous statement
2 indicating that the Class Member disputes the number of workweeks credited to him or her
3 and the number that is contended to be correct; (2) the Class Member's full name; (3) the
4 signature of the Class Member; and (4) any evidence to support the Class Members' dispute,
5 and must be postmarked to the Settlement Administrator on or before the Opt-Out / Objection
6 Period deadline. Absent evidence rebutting Defendants' records, Defendants' records shall
7 be determinative. The Settlement Administrator will inform counsel for all Parties in writing
8 of any timely-filed workweek challenges, and shall investigate any challenges including by
9 consulting with Defendants, Defendant's Counsel, and Class Counsel, and the Parties shall
10 mutually agree on how to resolve the dispute.

11 5.5 After entry of the Final Judgment, the Settlement Administrator shall, using the information
12 provided by Defendant pursuant to Sections 5.1 and 5.3., mail notice of the Final Judgment to
13 all identified Class Members by first-class, regular U.S. Mail to the most recent address known
14 for each Class Member

15 6. **OPT-OUT, OBJECTION, AND DISTRIBUTION PROCESS**

16 6.1 The Notice shall set a date of forty-five (45) calendar days from the date on which it is mailed
17 as the deadline by which members of the Settlement Class may submit an Opt-Out Letter,
18 objection to the Settlement, change of contact information, or dispute related to the calculated
19 workweeks. No Opt-Out requests or objections will be honored if postmarked after the Opt-
20 Out / Objection Period deadline. All Opt-Out Letters shall be sent to the Settlement
21 Administrator only. All Objections shall be sent to the Settlement Administrator only. If a
22 Settlement Class Member mistakenly sends an Opt-Out Letter or objection to Class Counsel,
23 or to Counsel for Defendants, the respective party will forward the documents, including the
24 mailing envelope evidencing the postmark date, as soon as possible to the Settlement
25 Administrator.

26 6.2 Opt-Out Letters.

27 6.2.1. A Class Member who wishes to Opt-Out from this Settlement and the release of claims
28 pursuant to this Settlement, shall submit an "Opt-Out Letter" directly to the Settlement

1 Administrator. The written Opt-Out Letter must: (1) explicitly and unambiguously
2 state the following statement or similar statement: “I wish to be excluded from the
3 *Chris N. Diller and Edward Sandoval v. Golden State Supply, LLC et al. and Israel*
4 *Cruz Chan v. Worldwide Auto Parts, Inc., et al.* Settlement. I understand by excluding
5 myself, I will not receive any money from the settlement reached in this matter.”;
6 (2) contain the full name, address, and the last four digits of the Social Security number
7 of the person requesting exclusion; (3) be signed by the Class Member; and (4) be
8 postmarked or fax stamped by the Opt-Out / Objection Period deadline and returned
9 to the Settlement Administrator at the specified address stated in the Notice. The Opt-
10 Out will not be valid if it is not timely submitted. The date of the postmark on the
11 return mailing envelope on the Opt-Out Letter shall be the exclusive means used to
12 determine whether the Opt-Out was timely submitted. Any Class Member who
13 requests to be excluded from the Settlement Class by submitting an Opt-Out Letter
14 will not be entitled to any recovery under the Settlement and will not be bound by the
15 terms of the Settlement nor have any right to object, appeal, or comment thereon.
16 Class Members who fail to submit a valid and timely written Opt-Out Letter on or
17 before the Opt-Out / Objection Period deadline shall be bound by all terms of the
18 Settlement and any final judgment entered in this Action if the Settlement is finally
19 approved by the Court. To be timely, the Opt-Out Letter must be postmarked by the
20 date indicated in the Notice, which shall be forty-five (45) calendar days after the
21 Notice is first mailed to the Settlement Class Members. Class Members are not
22 permitted to opt out of the PAGA payment, and will receive such individual share of
23 the PAGA Payment, if applicable, irrespective of whether the Class Member opts out
24 of the Settlement.

25 6.2.2. A Class Member who submits an Opt-Out Letter is not eligible to recover a share of
26 the Net Settlement Amount with the exception of his or her share of the PAGA
27 Payment.

28 6.2.3. The Settlement Administrator shall maintain a list of persons who have excluded

1 themselves by submitting timely and valid Opt-Out Letters and shall identify the total
2 number of opt outs in his/her declaration. The Settlement Administrator shall retain
3 the originals of all Opt-Out Letters (including the envelopes with the postmarks)
4 received.

5 6.3 Objection to Settlement. A Settlement Class Member who has not opted-out of the Settlement
6 and who wishes to object to the Settlement must notify the Settlement Administrator of his or
7 her objection, in writing, on or before the date which is forty-five (45) calendar days after the
8 Notice is first mailed to Class Members. The objection must state the Settlement Class
9 Member's (i) full legal name, home address, last four digits of his or her social security
10 number (for identity verification purposes); (ii) the words "Notice of Objection" or "Formal
11 Objection;" in clear and concise terms; and (iii) the arguments supporting the objection,
12 including any evidence they wish to provide which supports those arguments. A Settlement
13 Class Member may also appear at the Final Approval Hearing, either in person or through his
14 or her own attorney, if he or she wishes to object to the Settlement. Instructions regarding
15 how to object are found in the Notice (*see* Exhibit 1). Any Class Member who opts-out of the
16 Settlement shall not have standing to object to the Settlement. A Settlement Class Member
17 may not object to the PAGA Payment.

18 6.4 Each Settlement Class Member who does not Opt-Out of the Settlement shall be entitled to
19 their respective *pro rata* share of the Net Settlement Amount upon the Order Granting Final
20 Approval of Class Action Settlement. The amount that each Settlement Class Member is
21 eligible to receive under this Settlement shall be determined in accordance with the formula
22 set forth in this Agreement.

23 6.5 As soon as practicable following the close of the Opt-Out / Objection Period deadline, and in
24 all events no later than 10 days after the close of the Opt-Out / Objection Period deadline, the
25 Settlement Administrator will provide Class Counsel and Counsel for Defendants with a
26 declaration attesting to completion of the notice process set forth herein, including an
27 explanation of efforts to re-send undeliverable notices returned with forwarding addresses.
28 The Opt-Out / Objection Period deadline shall not be extended beyond the forty-five (45) days

provided herein.

6.6 The Settlement Administrator will stamp the date received, and if received by United States First Class Mail, also note the postmark date, on the original of any Opt-Out Letter or objection it receives. The Settlement Administrator shall provide Class Counsel and Counsel for Defendants with weekly reports regarding the Opt-Out Letters received, objections to the Class Action Settlement received, or any disputes received regarding the workweeks worked by the Class Members along with copies of such documents. Within ten (10) days after the end of the Opt-Out / Objection Period, the Settlement Administrator shall immediately send to Class Counsel and Defense Counsel either by e-mail or overnight delivery a declaration listing the total number of Opt-Outs, objections to the Class Action Settlement received, and disputes regarding the workweeks worked by Class Members received.

6.7 Upon expiration of the Opt-Out / Objection Period, Plaintiffs shall file a Motion for Final Approval and Entry of Final Judgment with all necessary supporting documents with the Court and shall schedule a Final Approval Hearing in accordance with applicable rules. Class Counsel shall be responsible for drafting all documents necessary to obtain final approval. At least seven (7) days prior to filing, Plaintiffs shall provide Defendants with a draft of the Motion for Final Approval for review and comment. Class Counsel shall also file and serve their motion for approval of Attorneys' Fees and Costs, and Enhancement Payments, along with all supporting evidence at the same time they file and serve their Motion for Final Approval. Class Counsel shall provide drafts to Defendants in advance of filing the Motion for Final Approval.

6.8 After Entry of Final Judgment, Defendants will provide the Settlement Administrator with sufficient funds via wire transfer to pay the Class Settlement Amount within fifteen (15) business days of the Settlement Effective Date.

6.9 Within twenty (20) days of the Settlement Effective Date, Class Counsel shall deliver to the Settlement Administrator written instructions signed by Class Counsel that describe the manner and mode of payment of such Attorneys' Fees and Costs (and, in the absence of such instructions, such attorneys' fees and costs shall be sent by U.S. Mail), and a fully-executed

Form W-9 with respect to the entity to whom the Attorneys' Fees and Costs shall be paid. The Settlement Administrator will issue to Class Counsel an IRS Form 1099 for such amounts paid for attorneys' fees and costs under this Settlement.

6.10 Within fifteen (15) days after receiving the funds from Defendants, the Settlement Administrator will disburse the funds as approved per this Agreement and the Court's Final Judgment. The Settlement Administrator shall, using the information provided by Defendant pursuant to Sections 5.1 and 5.3., mail notice of the Final Judgment to all identified Class Members by first-class, regular U.S. Mail to the most recent address known for each Class Member along with the class Settlement Disbursement Payments

6.11 In the event that Final Approval of this Settlement Agreement is not granted by the Court, neither the Settlement Agreement, nor any documents related to this Settlement or negotiations leading to the Settlement may be used as evidence for any purpose, and Defendants shall retain the right to challenge all claims and allegations in the Litigation, including the right to assert all applicable defenses, and conditional certification for purposes of settlement shall be deemed withdrawn.

6.12 Should the Court decline to approve this Agreement in any material respect, except for approval of the award of Class Counsel's Attorney Fees and Costs or the Settlement Class Representative's Service Enhancement Payment, Defendants shall have no obligation to make any payment under this Agreement, and in the event that Defendants have made any such payment, such monies shall be returned promptly by the Settlement Administrator to Defendants.

7. COMPREHENSIVE WAIVER AND RELEASE

7.1 Subject to final approval by the Court of the Settlement and upon the Settlement Effective Date, all Settlement Class Members will be deemed to have, and by operation of the Order Granting Final Approval of Class Action Settlement will have, expressly and irrevocably released, acquitted, and forever discharged all of the Released Parties from any and all claims, under federal, state or local law, rights, penalties, demands, damages, debts, accounts, duties, costs (other than those costs required to be paid pursuant to this Settlement Agreement), liens,

1 charges, complaints, causes of action, obligations, liabilities, whether known or unknown, that
2 were alleged or could have been alleged based upon the facts set forth in *Chris N. Diller and*
3 *Edward Sandoval v. Golden State Supply, LLC*, Case No. 34-2020-00281372 (Superior Court
4 for the State of California in and for the County of Sacramento) and *Israel Cruz Chan v.*
5 *Worldwide Auto Parts, Inc. and Advance Stores, Inc.*, Case No. 37-2021-00035159-CU-OE-
6 CTL (Superior Court for the State of California in and for the County of San Diego) which
7 occurred during the Class Period (“Released Claims”), including claims for: (1) failure to pay
8 wages for all time worked at minimum wage in violation of Labor Code sections 1194 and
9 1197; (2) failure to pay overtime wages in violation of Labor Code sections 510, 1194, and
10 1198; (3) failure to pay all double-time hours worked at the double-time rate of pay in
11 violation of Labor Code Sections 510 & 1194 and the Wage Orders ; (4) failure to pay all
12 vacation and/or “paid time off” wages due in violation of Labor Code Section 227.3 and the
13 Wage Orders; (5) failure to reimburse for necessarily incurred business expenses in violation
14 of Labor Code section 2802; (6) failure to provide meal periods and meal period premium
15 wages in violation of Labor Code Sections 512 & 226.7 and the Wage Orders;; (7) failure to
16 provide rest breaks and rest break premium wages in violation of Labor Code Section 226.7
17 and the Wage Orders;; (8) failure to provide accurate wage statements in violation of Labor
18 Code Section 226 and the Wage Orders; (9) failure to timely pay all earned wages and final
19 paychecks at time of separation of employment in violation of Labor Code sections 201, 202,
20 and 203; (11) all claims under PAGA that could have been premised on the claims, causes of
21 action or legal theories described above in (1)-(9); (12) all claims for unfair business practices
22 under California Business & Professions Code Section 17200 *et seq.* that could have been
23 premised on the claims, causes of action or legal theories of relief described above in (1)-(9);
24 and (13) all damages, including, but not limited to, liquidated damages, civil and statutory
25 penalties, interest and other amounts recoverable under said claims, causes of action or legal
26 theories of relief identified above in (1)-(10). Expressly excluded from the Released Claims
27 are all other claims, including claims for vested benefits, wrongful termination,
28 unemployment insurance, disability, social security, workers’ compensation, and claims

1 outside of the Class Period. The Settlement Class Members will be deemed to have
2 specifically acknowledged that this Release reflects a compromise of disputed claims.

3 7.1.1. The Settlement Class Members also waive and release all claims for attorneys' fees
4 and costs incurred by Settlement Class Members or by Class Counsel in connection
5 with the Litigation and the Settlement of the Litigation, except for the Attorneys' Fees
6 and Costs as set forth in this Agreement and as approved by the Court.

7 7.2 As a material term of this Agreement and in consideration for the Service
8 Enhancement Payment provided herein, and upon the occurrence of the Effective
9 Date, Named Plaintiffs Chris N. Diller and Edward Sandoval hereby fully, finally, and
10 forever release and discharge all claims, obligations, demands, actions, rights, causes
11 of action, and liabilities against the Released Parties of whatever kind and nature,
12 character and description, whether in law or equity, whether sounding in tort, contract,
13 federal, state, and/or local law, statute, ordinance, regulation, common law, or other
14 source or law, whether known or unknown, and whether anticipated or unanticipated,
15 arising from Named Plaintiffs' relationship or termination or relationship with any
16 Released Party ("General Release"). The claims released by Named Plaintiffs include,
17 but not are not limited to, the claims released by Settlement Class Members, as well
18 as any other claims under any provision of the FLSA, the California Labor Code, any
19 city or county ordinance in the State of California, and claims under any other state or
20 federal laws, including, without limitation, the Fair Employment Housing Act, Title
21 VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans
22 with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income
23 Security Act of 1974, and all of their implementing regulations and interpretive
24 guidelines. Named Plaintiffs also agree, for the purpose of implementing a full and
25 complete release and discharge of the Released parties, that this General Release is
26 intended to include all claims that Named Plaintiffs did not know or suspect to exist
27 in their favor at the time of execution. Named Plaintiffs also expressly release the
28 Released Parties of all of their rights under Section 1542 of the Civil Code of the State

of California as to any claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Released Parties. Section 1542 provides as follows:

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 this release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

8. **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

8.1 Upon execution of this Agreement, Class Counsel shall apply to the Court for the entry of an order granting Preliminary Approval of the Settlement, including scheduling a Preliminary Approval hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable and adequate as to the proposed Class, substantially in the following form:

8.1.1. Approving as to form and content the proposed “Notice;”

8.1.2. Directing the mailing of the Notice by first class mail to the Settlement Class Members through the Settlement Administrator;

8.1.3. Preliminarily approving the Settlement; and

8.1.4. Approving MATTHEW R. SCHOECH OF SCHOECH LAW GROUP, PC AND GLEN VAN DYKE AND MEGAN DEHERRERA OF VAN DYKE LITIGATION & TRIAL ATTORNEYS, PC AND FARZAD RASTEGAR OF RASTEGAR LAW GROUP, APC. as Class Counsel, approving Chris N. Diller, Edward Sandoval, and Israel Cruz Chan as Settlement Class Representatives, and approving PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS as the Settlement Administrator.

8.1.5. Class Counsel shall draft the Motion for Preliminary Approval and provide Defendants with drafts of said motion in advance of filing.

9. **DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL**

9.1 Following preliminary approval by the Court of the Settlement, Class Counsel will submit a

1 Motion for Final Approval proposed Final Judgment. The proposed Final Judgment shall:

2 9.1.1. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, and
3 adequate and directing consummation of its terms and provisions;

4 9.1.2. Approve an award of Attorneys' Fees and Costs to Class Counsel;

5 9.1.3. Approve any Service Enhancement Payments to the Settlement Class Representatives;

6 9.1.4. Certify the Settlement Class for settlement purposes only in accordance with this
7 Agreement; and,

8 9.1.5. Permanently bar the Settlement Class Representatives, and all Settlement Class
9 Members from further prosecuting any of the Released Claims against Released
10 Parties. Named Plaintiffs and Settlement Class Representatives Chris N. Diller,
11 Edward Sandoval, and Israel Cruz Chan shall also have been deemed to have executed
12 a full and final general release pursuant to this Agreement and Civil Code Section
13 1542.

14 10. **MUTUAL FULL COOPERATION**

15 10.1 The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement,
16 including but not limited to, execution of all necessary documents and to take such other action
17 as may reasonably be necessary to implement the terms of this Settlement. The Parties shall
18 use their best efforts, including all efforts contemplated by this Settlement and any other
19 efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms
20 of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel
21 shall, with the assistance and cooperation of Defendants and their Counsel, take all necessary
22 steps to secure the Court's Final Judgment.

23 10.2 If a Party cannot reasonably comply with an obligation under this Agreement by the deadline
24 set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable
25 extension of time to fulfill that obligation. Consent to such a request for an extension will not
26 be unreasonably withheld by the other Party.

27 11. **STATEMENT OF NON-ADMISSION**

28 11.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability,

1 culpability, or wrongdoing on the part of Defendants, and Defendants deny liability therefor.
2 Nor shall this Agreement constitute an admission by Defendants as to any interpretation of
3 laws or as to the merits, validity, or accuracy of any claims made against it in the Litigation.
4 Likewise, nothing in this Agreement shall be construed or deemed an admission with regards
5 to the validity of any of Defendants' defenses or affirmative defenses. Each of the Parties has
6 entered into this Settlement with the intention to avoid further disputes and litigation with the
7 attendant inconvenience and expenses.

8 11.2 This Agreement, and all related documents, and all other actions taken in implementation of
9 the Settlement, including any statements, discussions, or communications, and any materials
10 prepared, exchanged, issued, or used during the course of the negotiations leading to this
11 Agreement are settlement documents and shall be inadmissible in evidence and shall not be
12 used for any purpose in any judicial, arbitral, administrative, investigative, or other court,
13 tribunal, forum, or proceeding, including any wage and hour or other litigation against
14 Defendants, for any purpose, except in an action or proceeding to approve, interpret, or
15 enforce the terms of this Agreement.

16 11.3 The Notice, Opt-Out Letters, and any other evidence produced or created by any Settlement
17 Class Member in connection with the claims procedures pursuant to this Settlement, and any
18 actions taken by Defendants in response to such Opt-Out Letters, the calculations by the
19 Settlement Administrator, or other evidence, do not constitute, are not intended to constitute,
20 and will not be deemed to constitute an admission by Defendants of any violation of any
21 federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any
22 obligation or duty at law or in equity.

23 11.4 In the event that this Agreement is not approved by the Court, any appellate court, or otherwise
24 fails to become effective and enforceable, or is terminated, Defendants will not be deemed to
25 have waived, limited, or affected in any way any of its objections or defenses in the Litigation.

26 12. **NULLIFICATION THE AGREEMENT**

27 12.1 This Joint Stipulation will be null and void, if: (a) the Court unconditionally refuses to grant
28 approval of this Joint Stipulation; (b) the Court refuses to enter a judgment in the Action; (c)

the judgment is reversed, modified, or declared or rendered void; and/or (d) if any material portion of this Joint Stipulation is invalidated, unless the Parties subsequently agree in writing that the remaining provisions of the Joint Stipulation are to remain in full force and effect.

12.2 Defendant has the right in its sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to Final Approval if (1) more than 5% of the Class Members timely and validly Opt-Out of the Settlement, or (2) if the Court fails to approve material terms of the Settlement, including the scope of the release. Defendant must make such election in writing to Class Counsel within 10 days of being notified by the Claims Administrator of a greater than 5% opt-out rate or the Court's failure to approve material terms of the Settlement.

12.3 If (a) the Court should for any reason fail to certify a class for settlement purposes, or (b) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties (except for the amount of Attorney Fees, Costs and Service Enhancement Awards), or (c) the Court should for any reason fail to enter Final Approval resolving and ending the entire Litigation, or (d) the Court should fail to finally resolve the entire Litigation by allowing new parties and/or claims in the Litigation after entering Final Approval, or (e) the Final Approval Order is reversed, modified, or declared or rendered void, then the Settlement shall be deemed null, void and unenforceable and shall not be used nor shall be admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding without limitation against Defendants.

12.4 In the event that the Court does not approve the Attorney's Fees and Costs in the amount requested by Class Counsel, or in the event that the Attorney's Fees and Costs requested by Class Counsel is reduced, that finding shall not be a basis for rendering the entire Settlement Agreement null, void, or unenforceable. Any increase of Attorney's Fees and/or Costs shall be paid out of the Class Settlement Amount. Class Counsel retains their right to appeal any decision by the Court regarding the Attorney's Fees and Costs.

13. **PARTIES' AUTHORITY**

13.1 The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement and bind the respective Parties to its terms and conditions.

14. **NO PRIOR ASSIGNMENTS**

14.1 The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

15. **NOTICES**

15.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of: (i) the date given, if given by hand delivery; (ii) within one business day, if sent by overnight delivery services such as Federal Express or similar courier; or (iii) the third business day after mailing by United States registered or certified mail, return receipt requested. All notices given under this Agreement shall be addressed as follows:

15.1.1. To the Class:

Matthew R. Schoech, Esq.
Schoech Law Group, PC
3511 Del Paso Rd., Ste. 160 PMB 227
Sacramento, CA 95835
Tel.: (916) 569-1940
Fax: (916) 569-1939
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Glen A. Van Dyke, Esq.
Megan D. DeHerrera, Esq.
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Attorneys for Plaintiff
ISRAEL CRUZ CHAN

15.1.2. To Defendants:

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50 California Street, 9th Floor
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Telephone: (415) 394-9400
Facsimile: (415) 394-9401
E-mail: Jessica.Peterson@jacksonlewis.com

Attorneys for Defendant
GOLDEN STATE SUPPLY, LLC; WORLDWIDE AUTO PARTS, INC
and ADVANCE STORES, INC.

16. **CONFIDENTIALITY**

16.1 Any confidentiality associated with the terms of this Settlement shall expire upon the filing by Class Counsel of the Motion for Preliminary Approval with the Court, except that the negotiations and discussions preceding submission of the Settlement to the Court for preliminary approval, shall remain strictly confidential, unless otherwise agreed to by the Parties or unless otherwise ordered by the Court.

16.2 Named Plaintiffs and Class Counsel agree not to issue a press release, or post anything on a website or any form of social media including Defendants' names, and/or to advertise any

terms of the settlement through written, recorded or other electronic communications, at any time. Named Plaintiffs further agree that if contacted regarding this case, they will only state that the lawsuit exists and has been resolved. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted or from posting documents filed with the Court.

17. **MISCELLANEOUS PROVISIONS**

17.1 Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or her or his counsel participated in the drafting of this Agreement.

17.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Agreement is contractual and not merely a recital.

17.3 Modification. This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties without Court approval if the Parties agree and cause exists for such modification. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

17.4 Integration Clause. This Agreement and the Exhibit hereto contain the entire agreement between the Parties relating to the resolution of the Litigation. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

17.5 Binding on Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

17.6 Counterparts and Electronic Signatures. This Agreement may be executed by facsimile signature, pdf signature, or signature in compliance with the Uniform Electronic Transaction

Act, and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

17.7 Applicable Law. This Agreement shall be governed by California law without regard to its choice of law or conflicts of law principles or provisions.

17.8 Continuing Jurisdiction. After Final Approval, the Court shall retain continuing jurisdiction to ensure the continuing implementation of this Agreement, including the interpretation and enforcement of the terms of the Settlement, any Settlement Administration matters, and such post-Judgment matters as may be applicable under court rules.

Dated: Apr 5, 2022

By: Chris N. Diller
Chris Diller (Apr 5, 2022 12:46 PDT)

Chris N. Diller
On behalf of himself, as Plaintiff, and the Class

Dated: Apr 5, 2022

By: Edward L. Sandoval
Edward L Sandoval (Apr 5, 2022 12:14 PDT)

Edward Sandoval
On behalf of himself, as Plaintiff, and the Class

Dated: _____

By: _____

Israel Cruz Chan
On behalf of himself, as Plaintiff, and the Class

GOLDEN STATE SUPPLY, LLC

Dated: _____

By: _____

Tammy Finely, Executive Vice President,
General Counsel & Corporate Secretary

WORLDWIDE AUTO PARTS, INC.

Dated: _____

By: _____

Tammy Finely, Executive Vice President,
General Counsel & Corporate Secretary

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Dated: _____

By: _____

Chris N. Diller

On behalf of himself, as Plaintiff, and the Class

Dated: _____

By: _____

Edward Sandoval

On behalf of himself, as Plaintiff, and the Class

Dated: Apr 5, 2022

By: ISRAEL _____

Israel Cruz Chan

On behalf of himself, as Plaintiff, and the Class

GOLDEN STATE SUPPLY, LLC

Dated: _____

By: _____

Tammy Finley, Executive Vice President,
General Counsel & Corporate Secretary

WORLDWIDE AUTO PARTS, INC.

Dated: _____

By: _____

Tammy Finley, Executive Vice President,
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Dated: _____

By: _____

Chris N. Diller
On behalf of himself, as Plaintiff, and the Class

Dated: _____

By: _____

Edward Sandoval
On behalf of himself, as Plaintiff, and the Class

Dated: _____

By: _____

Israel Cruz Chan
On behalf of himself, as Plaintiff, and the Class

GOLDEN STATE SUPPLY, LLC

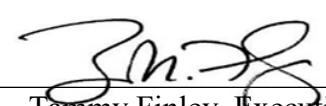
Dated: 04/05/2022

By:  _____

Tammy Finley, Executive Vice President,
General Counsel & Corporate Secretary

WORLDWIDE AUTO PARTS, INC.

Dated: 04/05/2022

By:  _____

Tammy Finley, Executive Vice President,
General Counsel & Corporate Secretary

ADVANCE STORES COMPANY, INC.

Dated: 04/05/2022

By: 
Tammy Finley, Executive Vice President,
General Counsel & Corporate Secretary

APPROVED AS TO FORM

Dated: _____

By: _____
Matthew R. Schoech, Esq.

On Behalf of Plaintiff Chris N. Diller, Edward
Sandoval, and Other Class Members

Dated: _____

By: _____
Farzad Rastegar

On Behalf of Plaintiff Israel Cruz Chan and Other
Class Members

Dated: _____

By: _____
Robert D. Vogel
Adam Y. Siegel
Jessica M. Peterson

Attorneys for Defendants Golden State Supply, LLC,
Worldwide Auto Parts, Inc., and Advance Stores, Inc.

4890-4540-8266, v. 2

ADVANCE STORES COMPANY, INC.

Dated: _____

By: _____
Tammy Finely, Executive Vice President,
General Counsel & Corporate Secretary

APPROVED AS TO FORM

Dated: April 5, 2022

By: 
Matthew R. Schoech, Esq.

On Behalf of Plaintiff Chris N. Diller, Edward
Sandoval, and Other Class Members

Dated: _____

By: _____
Farzad Rastegar

On Behalf of Plaintiff Israel Cruz Chan and Other
Class Members

Dated: _____

By: _____
Robert D. Vogel
Adam Y. Siegel
Jessica M. Peterson

Attorneys for Defendants Golden State Supply, LLC,
Worldwide Auto Parts, Inc., and Advance Stores, Inc.

4890-4540-8266, v. 2

ADVANCE STORES COMPANY, INC.

Dated: _____

By: _____
Tammy Finley, Executive Vice President,
General Counsel & Corporate Secretary

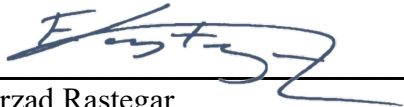
APPROVED AS TO FORM

Dated: _____

By: _____
Matthew R. Schoech, Esq.

On Behalf of Plaintiff Chris N. Diller, Edward
Sandoval, and Other Class Members

Dated: 4-11-2022

By:  _____
Farzad Rastegar

On Behalf of Plaintiff Israel Cruz Chan and Other
Class Members

Dated: 4-11-2022

By:  _____
Robert D. Vogel
Adam Y. Siegel
Jessica M. Peterson

Attorneys for Defendants Golden State Supply, LLC,
Worldwide Auto Parts, Inc., and Advance Stores, Inc.

4890-4540-8266, v. 2