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15 DEREK FOX on behalf of themselves and all
"aggrieved employees" pursuant to Labor Code
16 §2698 *et seq.*

17
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

20 DAVID MEZA, on behalf of himself and all
21 "aggrieved employees" pursuant to Labor
Code § 2698 *et seq.*,

22 Plaintiffs,

23 vs.

24 TRIUNITY JLRLA LLC, a California limited
25 liability company, TRIUNITY
AUTOMOTIVE GROUP LLC., a California
26 limited liability company, and DOES 1
through 10, inclusive,

27 Defendants.
28

Case No. 21STCV42514

**JOINT STIPULATION FOR PRIVATE
ATTORNEY GENERAL ACT
SETTLEMENT AND RELEASE OF
CLAIMS**

Assigned for All Purposes to:
Hon. Monica Bachner, Dept. 71

Action Filed: November 18, 2021
Trial Date: None Set

1 This Stipulation of PAGA Settlement and Release (the "Stipulation") is made by and
2 between the named PAGA representatives Plaintiffs DAVID MEZA and DEREK FOX (the
3 "Plaintiffs" or "Representative Plaintiffs") on their behalf and on behalf of all Aggrieved
4 Employees, as defined below, on the one hand, and Defendants TRIUNITY JLRLA LLC and
5 TRIUNITY AUTOMOTIVE GROUP LLC ("Defendants") on the other hand (collectively the
6 "Parties"), in the above-captioned Action filed in the Superior Court of California County of Los
7 Angeles, Case No. 21STCV42514. This Stipulation resolves all claims that were asserted or could
8 have been asserted against Defendants pertaining to the claims in the lawsuit.

9 **I. DEFINITIONS**

10 As used in this Stipulation, the following terms shall have the meaning specified below:

11 1.1 "Action" means the lawsuit brought by the Representative Plaintiffs alleging wage
12 and hour violations against Defendants, entitled, *David Meza v. Triunity JLRLA LLC et. al.*, in Los
13 Angeles County Superior Court, Case No. 21STCV42514, and as set forth in Plaintiffs'
14 correspondences to the California Labor and Workforce Development Agency ("LWDA") by
15 Plaintiff David Meza, dated September 9, 2021 and by Plaintiff Derek Fox, dated June 8, 2022
16 ("LWDA Letters").

17 1.2 "Aggrieved Employees" means all former non-exempt employees employed by
18 Defendants at the dealership located at 400 S. La Brea Ave., Los Angeles, CA 90036, at any time
19 during the PAGA Period.

20 1.3 "Complaint" means the operative First Amended Complaint filed by Plaintiffs in
21 Los Angeles County Superior Court in Case No. 21STCV42514 on December 12, 2022.

22 1.4 "Court" or "Los Angeles County Superior Court" mean the Superior Court of
23 California for the County of Los Angeles.

24 1.5 "Defendants" means Defendants Triunity JLRLA LLC and Triunity Automotive
25 Group LLC.

26 1.6 "Defense Counsel" or "Counsel for Defendants" are Jeffrey S. Ranen, Esq., Parisa
27 Khademi, Esq., and Eric O. Zeiger, Esq. of Lewis Brisbois Bisgaard & Smith LLP, 633 West 5th
28 Street, Suite 4000, Los Angeles, California 90071.

1 1.7 "Effective Date" means the date upon which both of the following have occurred:
2 (i) approval of the Stipulation is granted by the Superior Court of California for the County of Los
3 Angeles presiding over this Action, and (ii) the Court's entry of Judgment approving the
4 Stipulation is final. The Judgment is final as of the latest of the following occurrences: (a) if no
5 Aggrieved Employee objects to the Stipulation or move to intervene in this Action, the day the
6 Court enters Judgment; (b) if one or more Aggrieved Employee objects to the Stipulation or
7 moves to intervene in this Action, the day after the deadline for filing a notice of appeal from the
8 Judgment or denial of the motion to intervene; or if a timely appeal from the Judgment or denial of
9 the motion to intervene is filed, the day after the appellate court affirms the Judgment or denial of
10 the motion to intervene and issues a remittitur.

11 1.8 "Gross Settlement Amount" or "GSA" means Two Hundred Fifty Thousand
12 Dollars and Zero Cents (\$250,000.00), which is the total amount Defendants agree to pay under
13 this Stipulation. The GSA will be used to pay the Individual PAGA Payments payable to
14 Aggrieved Employees, the LWDA Payment payable to the LWDA, Plaintiffs' Counsel's fees (not
15 to exceed 35% of the GSA), Plaintiffs' Counsel's expenses (not to exceed \$10,000), Plaintiffs'
16 representative enhancements (not to exceed \$12,000.00 to each Plaintiff), and the Settlement
17 Administrator's Fees (not to exceed \$5,000.00). It is understood that Defendants will not be
18 required to pay the GSA prior to the Court's approval of the PAGA settlement and Stipulation.

19 1.9 "Individual PAGA Payment" means each Aggrieved Employee's *pro rata* share of
20 25% of the Net PAGA Penalties allocated to Aggrieved Employees, calculated according to the
21 number of pay periods worked during the PAGA Period.

22 1.10 "LWDA" means the California Labor and Workforce Development Agency.

23 1.11 "LWDA Payment" means the 75% of the Net PAGA Penalties paid to the LWDA
24 under Labor Code section 2699, subd. (i).

25 1.12 "Plaintiffs' Counsel" means Daniel F. Gaines, Alex P. Katofsky, and Evan S.
26 Gaines of Gaines & Gaines, APLC, 4550 East Thousand Oaks Boulevard, Suite 100, Westlake
27 Village, CA 91362.

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1 1.13 "Net PAGA Penalties" means the total amount of PAGA civil penalties remaining
2 from the Gross Settlement Amount to distribute by a 75/25 split to the LWDA and Aggrieved
3 Employees, after the following amounts, if approved by the Court, are subtracted from the Gross
4 Settlement Amount: (a) Plaintiff's Counsel Fees (not to exceed 35% of the GSA); (b) Plaintiff's
5 Counsel Expenses (not to exceed \$10,000); (c) Plaintiffs' Representative enhancements (not to
6 exceed \$12,000.00 each, or \$24,000.00 total); and (d) and the Settlement Administrator's Fees
7 (not to exceed \$5,000.00).

8 1.14 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

9 1.15 "Plaintiffs" means Plaintiffs David Meza and Derek Fox, the named plaintiffs in
10 the Action.

11 1.16 "PAGA Period" shall be deemed as the period commencing on January 29, 2021
12 and ending on July 31, 2022.

13 1.17 "Released PAGA Claims" means all claims, rights, demands, liabilities, and causes
14 of action for civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Labor
15 Code § 2698 *et seq.*, based on the factual allegations alleged in the LWDA letters Plaintiffs sent to
16 the LWDA dated September 9, 2021 and June 8, 2022 , and the allegations pled in the Complaint,
17 including but not limited to failure to provide meal periods; failure to provide rest periods; failure
18 to provide complete and accurate wage statements; failure to timely pay earned wages during
19 employment; failure to timely pay all wages due at time of termination/resignation; failure to
20 provide commissions agreements; and failure to properly compensate commissioned employees;
21 and Labor Code §§ 201, 202, 203, 204, 216, 221, 226, 226(a), 226.2, 226.7, 245-248.5, 432.7,
22 512, 558, 976, 1024.7, 1174, 2699, 2699.3, 2699.5, 2751, 2802, and applicable IWC Wage Orders.

23 1.18 "Released Parties" means (a) Defendants and any direct or indirect parents, subsidiaries,
24 divisions, affiliates, and related entities of Defendants; (b) any predecessors, successors, or assigns
25 of any of the foregoing named in subsection (a); and (c) any past, present or future employees,
26 officers, directors, affiliates, partners, joint venturers, co-venturers, licensors, licensees, principals,
27 members, managers, managing agents, agents, attorneys, accountants, insurers, reinsurers,

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1 shareholders, trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, and
2 executors of any of the foregoing in subsections (a)-(b) in his, her, their, or its capacity as such.

3 1.19 "Settlement Administrator" means Phoenix Settlement Administration, who will
4 handle the administration of this Settlement, based on a competitive bidding process. Phoenix
5 Settlement Administration is a third-party administrator who shall administer the settlement,
6 subject to approval by the Court, in accordance with this Stipulation.

7 1.20 "Settlement Administrator's Fees" means, subject to approval by the Court, the
8 Settlement Administrator's costs and expenses to administer the settlement currently estimated not
9 to exceed \$5,000.00. The Parties agree that the Settlement Administrator's Fees shall be paid
10 from the Gross Settlement Amount.

11 **II. RECITALS**

12 2.1 Plaintiff David Meza performed work for Defendant Triunity JLRLA LLC as a
13 non-exempt employee in California during the PAGA Period and is therefore an Aggrieved
14 Employee.

15 2.2 Plaintiff Derek Fox performed work for Defendant Triunity JLRLA LLC as a non-
16 exempt, commissioned employee in California during the PAGA Period and is therefore an
17 Aggrieved Employee.

18 2.3 On September 9, 2021, Plaintiff David Meza provided written notice to the LWDA
19 and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged
20 violations of the Labor Code for failure to provide meal periods; failure to provide rest periods;
21 failure to provide complete and accurate wage statements; failure to timely pay all wages due at
22 time of termination/resignation; and failure to reimburse business expenses; Labor Code sections
23 201, 202, 203, 226, 226.7, 512, 2698, *et seq.*, 2699(a), and 2802; and applicable IWC Wage
24 Orders.

25 2.4 On November 18, 2021, Plaintiff David Meza commenced this Action by filing the
26 Complaint in the Los Angeles Superior Court alleging a single cause of action for civil penalties
27 pursuant to PAGA stemming from alleged violations of the Labor Code for failure to provide meal
28 periods; failure to provide rest periods; failure to provide complete and accurate wage statements;

1 failure to pay earned wages during employment; failure to timely pay all wages due at time of
2 termination/resignation; Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558,
3 1194, 2698, *et seq.*, and 2699(a); and applicable IWC Wage Orders.

4 2.5 On June 8, 2022, Plaintiff Derek Fox provided written notice to the LWDA and
5 Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged
6 violations of the Labor Code for failure to provide meal periods; failure to provide rest periods;
7 failure to provide complete and accurate wage statements; failure to timely pay all wages due at
8 time of termination/resignation; failure to keep accurate time records, failure to provide written
9 commission agreements, false representations, failure to provide paid sick leave, refusal to pay
10 wages, unlawful deductions, unlawful credit inquiries, and unlawful criminal history inquiries; and
11 Labor Code sections 201, 202, 203, 204, 216, 221, 226, 226.2, 226.7, 245-248.5, 432.7, 512, 976,
12 1024.5, 1174, 2698, *et seq.*, 2699(a), 2751 and 2802; and applicable IWC Wage Orders.

13 2.6 On September 7, 2022, the Parties engaged in arm's length negotiations presided
14 over by neutral third-party mediator, Steve Pearl, Esq. With Mr. Pearl's assistance, the Parties
15 agreed to fully and finally resolve the Action and the Released PAGA Claims as to Plaintiffs, the
16 Aggrieved Employees, and the State of California.

17 2.7 In preparation for the mediation, Plaintiffs' Counsel obtained through informal
18 discovery, an approximate 30% sampling of time and payroll data for Aggrieved Employees, all
19 relevant policies and procedures, the number of Aggrieved Employees, and the estimated number
20 of pay periods during the PAGA period between January 29, 2021 through July 31, 2022.

21 2.8 On December 12, 2022 Plaintiffs filed their First Amended Complaint.

22 **III. TERMS OF SETTLEMENT**

23 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the
24 Plaintiffs, for themselves and on behalf of similarly situated employees and Defendants that,
25 subject to the conditions precedent set forth below, the Action and the Released PAGA Claims
26 shall be finally and fully compromised, released, resolved, relinquished, discharged and settled
27 and without any adverse findings or conclusions against Defendants or anyone else, upon and
28 subject to the terms and conditions of this Stipulation, as follows:

1 3.1 The Parties enter into this Stipulation on a conditional basis.

2 3.2 This Stipulation is based upon representations made by Defendants that there are
3 approximately 156 Aggrieved Employees and approximately three thousand thirty-seven (3,037)
4 pay periods from January 29, 2021 to July 31, 2022. The Stipulation has been negotiated based on
5 this representation. In the event the number of pay periods exceeds three thousand thirty-seven
6 (3,037) pay periods by more than ten percent (10%), then the Gross Settlement Amount will
7 increase in the exact proportionate amount as any additional pay periods beyond the ten percent
8 (i.e., a 12% increase in pay periods = a 2% proportionate increase in the Gross Settlement
9 Amount).

10 3.3 This Stipulation will become final and effective only upon the occurrence of all of
11 the following events. Similarly, Defendants' obligations under this Stipulation will become final
12 and effective only upon occurrence of all of the following events:

13 (a) The Court enters an Order granting approval of the Stipulation; and

14 (b) The Court enters a Final Judgment in the Action based on the terms of the
15 Stipulation, and the Effective Date occurs.

16 3.4 Unless the Court orders otherwise, this Stipulation shall be deemed null and void
17 upon the failure of any of the foregoing two conditions to occur. In such event, neither the
18 Stipulation, nor any negotiations leading to this settlement, nor any information exchanged solely
19 for purposes of furthering settlement negotiations, will be used or construed by or against any
20 Party as a determination, admission, or concession of any issue of law or fact; and the Parties
21 hereto do not waive, and instead expressly reserve, their respective rights regarding the
22 prosecution and defense of the Action, including all available defenses and affirmative defenses as
23 if this Stipulation never existed.

24 3.5 The invalidation of any material term of this Stipulation will invalidate this
25 Stipulation in its entirety unless the Parties subsequently agree in writing that the remaining
26 provisions will remain in force and effect.

27 3.6 In the event of an objection to the Stipulation and a timely appeal from an order of
28 Final Judgment, the Judgment will be stayed and all payments required under this Stipulation,

1 other than payments to the Settlement Administrator for services rendered, will not be paid
2 pending the completion and final resolution of the appeal, and any payments thereafter will: (a)
3 occur only if the order of Final Judgment is upheld after all appeal; and (b) be distributed in a
4 manner that is provided for in this Stipulation and in the order of Final Judgment.

5 **IV. SETTLEMENT CONSIDERATION**

6 4.1 The PAGA settlement amount (also defined as the Gross Settlement Amount
7 "GSA") is as follows: Defendants agree to pay \$250,000, and no more and no less, in settlement
8 of this action, which shall be inclusive of Plaintiffs' Counsel's attorneys' fees and costs.

9 4.2 The Net Settlement Amount shall be distributed as follows:

10 (a) "2699 Civil Penalties" – The Net PAGA Penalties shall be designated as
11 "2699 Civil Penalties" and shall be distributed 75% to the LWDA and 25% to the Aggrieved
12 Employees, pursuant to Labor Code section 2699(i). The 25% portion to be paid to the Aggrieved
13 Employees shall be paid to all them on a pro rata basis based on the number of pay periods worked
14 by each Aggrieved Employee during the PAGA Period.

15 4.3 The Plaintiffs will request that the Court approve an award of attorneys' fees to
16 Plaintiffs' Counsel in an amount of up to 35% of the GSA. The Plaintiffs will further request
17 reasonable actual costs, not to exceed \$10,000, and provided that Plaintiffs' Counsel submits a
18 declaration substantiating the costs in an amount up to \$10,000, to be paid from the GSA. The
19 Plaintiffs will further request representative enhancements of \$12,000 for each Plaintiff (\$24,000
20 total), to be paid from the GSA. Any reduction by the Court of these requests will revert to the
21 Net PAGA Penalties, and the Parties agree that a reduction by the Court of the requested
22 enhancement payments is not a basis for rendering the entire Stipulation voidable and
23 unenforceable. The Settlement Administrator shall issue an IRS Form 1099-MISC for Plaintiffs'
24 enhancement payments. The Plaintiffs' enhancement payments shall be in addition to Plaintiffs'
25 Individual PAGA Payments from the Net PAGA Penalties. Plaintiffs shall not receive any
26 additional payment or awards other than those expressly provided under this Stipulation.
27 Defendants will not oppose any requests consistent with this section.

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1 4.4 Payment will be allocated to the individual Aggrieved Employees based on the
2 number of pay periods worked by the Aggrieved Employees during the PAGA Period. The
3 payment to an Aggrieved Employee shall be deemed 100% penalties and interest.

4 4.5 The Parties have come to an agreement on the usage of Phoenix Settlement
5 Administration as the Settlement Claims Administrator. The Settlement Administrator's Fees
6 shall be in an amount not to exceed \$5,000.00 and shall be paid out of the GSA. This includes all
7 fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of
8 the Settlement Administrator to implement and complete the settlement process according to the
9 terms of this Stipulation, to calculate the Individual PAGA Payments, any costs associated with
10 the escheatment process for any uncashed or undelivered settlement checks, to prepare any
11 necessary tax documents for the Aggrieved Employees and any other related fees and costs (the
12 "Settlement Administrator's Fees").

13 4.6 The Settlement Administrator shall exercise due diligence in locating all identified
14 Aggrieved Employees. If within 120 days of mailing a settlement check to an Aggrieved
15 Employee, the settlement check is not cashed, then the Settlement Administrator shall conduct a
16 diligent search to verify such Aggrieved Employee's address, utilizing all available public records.
17 If more than 180 days have passed since the mailing of a settlement check to an Aggrieved
18 Employee, and following a diligent search and efforts to contact any such Aggrieved Employee,
19 there is no success, and the settlement check that was mailed remains uncashed, the undistributed
20 proceeds shall be mailed to the State Controller's office to be held on behalf of such Aggrieved
21 Employee.

22 4.7 For any Aggrieved Employee whose settlement award cannot be sent because a
23 working address cannot be found, their settlement award will be sent to the State Controller's
24 office to be held on behalf of such Aggrieved Employee.

25 4.9 The Parties to this Stipulation pledge their good faith and fair dealing in supporting
26 the approval of this Stipulation by the Court. Neither this Stipulation, nor final form of it, shall
27 constitute an admission on behalf of Defendants of any form of liability or the accuracy of any
28 allegation made by the Plaintiffs.

1 4.10 The Parties to this Stipulation agree that it reflects their good faith compromise of
2 the claims raised in the Action, based upon their assessment of the mutual risks and costs of
3 further litigation and the assessment of their respective Counsel.

4 4.11 The Plaintiffs agree not to make any disparaging or negative comment to any other
5 person or entity regarding (a) Defendants or any of the Released Parties, (b) any of the owners,
6 directors, officers, shareholders, members, employees, attorneys or agents of Defendants or any of
7 the Released Parties, (c) past, present, or future working conditions, at Defendants, or any of the
8 Released Parties, or (d) the circumstances surrounding the Plaintiffs' and Aggrieved Employees'
9 separation from the Defendants or any of the Released Parties. The Defendants for themselves
10 and on behalf of the Released Parties agree not to make any disparaging or negative comment to
11 any other person or entity regarding the individual Plaintiffs, or the Aggrieved Employees, or any
12 aspect of the Plaintiffs' or Aggrieved Employees' past, current, or future employment with or
13 separation from Defendants.

14 4.12 The Plaintiffs and any Aggrieved Employee who receives any Individual PAGA
15 Payment pursuant to this Stipulation shall be responsible for correctly characterizing such amounts
16 for tax reporting purposes and shall be solely responsible for any and all tax obligations associated
17 with such receipt, except as may be specifically set forth herein.

18 4.13 The Settlement Administrator shall issue a Form 1099 to Plaintiffs' Counsel for
19 any award of attorneys' fees and costs from the GSA. Plaintiffs' Counsel shall be fully
20 responsible for the payment of any taxes due to such award.

21 4.14 Individual PAGA Payments will not count as earnings or compensation for
22 purposes of any benefit plans (i.e. 401(k) plans, retirement plans, etc.) sponsored by Defendants.

23 **V. PAYMENT PROCEDURE**

24 5.1 No later than fourteen calendar days after the date on which the Court enters an
25 order granting approval of this Stipulation and Final Judgment, Defendants shall provide the
26 Settlement Administrator with a Microsoft Excel spreadsheet containing the following information
27 for each Aggrieved Employee: (1) full name; (2) last known home address; (3) last known
28 telephone number; (4) social security number; (5) state and end dates of active employment as an

1 employee of Defendants at the dealership located at 400 S. La Brea Ave., Los Angeles, CA 90036
2 during the PAGA Period; (6) total pay periods worked during the PAGA Period at the dealership
3 located at 400 S. La Brea Ave., Los Angeles, CA 90036; and (7) any other information required
4 by the Settlement Administrator in order to effectuate the terms of the Stipulation. The contact
5 information is being provided confidentially to the Settlement Administrator only, and the
6 Settlement Administrator shall treat the information as private and confidential and take all
7 necessary precautions to maintain the confidentiality of contact information of the Aggrieved
8 Employees. This information is to be used only to carry out the Settlement Administrator's duties
9 as specified in this Stipulation.

10 5.2 The Settlement Administrator shall be responsible for mailing Defendants'
11 payments to the Aggrieved Employees. Not later than thirty (30) days following the Effective
12 Date, Defendants shall transfer the GSA to the Settlement Administrator. The Settlement
13 Administrator shall mail to each Aggrieved Employee a check in the amount(s) calculated
14 pursuant to Section 4.2(a) of this Stipulation no later than ten (10) days thereafter. All such
15 checks will indicate on their face that they are void if not negotiated within one hundred twenty
16 eighty (180) calendar days of issuance. The expense of conducting such calculations shall be
17 considered part of the Settlement Administrator's Fees.

18 5.3 The portion of the Net PAGA Penalties that is paid to each Aggrieved Employee
19 (also known as the "Individual PAGA Payment") shall be determined based on the following
20 formula:

21 (a) The Individual PAGA Payment will be based on the number of pay periods
22 by each Aggrieved Employee during the PAGA Period. The amount to be paid per pay period
23 worked by an Aggrieved Employee will be calculated by dividing the value of the portion of the
24 Net PAGA Penalties that will be paid to the Aggrieved Employees by the total number of pay
25 periods worked by all Aggrieved Employees during the PAGA Period at the dealership located at
26 400 S. La Brea Ave., Los Angeles, CA 90036.

27 (b) Defendants shall provide records showing the total pay periods worked by the
28 Aggrieved Employees who were its employees during the PAGA Period at the dealership located

1 at 400 S. La Brea Ave., Los Angeles, CA 90036. Defendants' records shall be determinative for
2 purposes of calculating the number of pay periods worked and any payments to Aggrieved
3 Employees.

4 5.4 In the event that a settlement check is returned to the Settlement Administrator with
5 a forwarding address, the check will be forwarded by the Settlement Administrator to the
6 forwarding address. In the event a check is returned to the Settlement Administrator without a
7 forwarding address or is otherwise undeliverable, the Settlement Administrator will conduct a skip
8 trace and re-mail the returned check, and the expense of such search shall be part of the Settlement
9 Administrator's Fees. If an Aggrieved Employee contacts the Settlement Administrator or
10 Counsel for either Party with a new address within thirty (30) days of the date the settlement
11 checks are initially mailed the settlement check for that Aggrieved Employee will be reissued and
12 mailed to the new address provided no later than five (5) days after receipt of the new address for
13 that Aggrieved Employee. Any such reissued check will indicate on its face that it is void if not
14 negotiated before the deadline set forth in paragraph 4.6 above.

15 5.5 Settlement Administrator's Fees shall include all costs and expenses due to the
16 Settlement Administrator in connection with its administration of the claims including, but not
17 limited to, locating Aggrieved Employees and administering and distributing Individual PAGA
18 Payment to Aggrieved Employees. All of the Settlement Administrator's Fees shall be paid from
19 the Gross Settlement Amount.

20 5.6 The Settlement Administrator shall not disburse any settlement funds except as
21 provided herein, as ordered by the Court, or as agreed upon, in writing, by Defense Counsel and
22 Plaintiffs' Counsel. Subject to further orders and/or directions as may be made by the Court, the
23 Settlement Administrator is authorized to execute any transactions on behalf of the Aggrieved
24 Employees that are consistent with the terms of this Stipulation.

25 5.7 No later than January of the year following payment of their individual portion of
26 the Individual PAGA Payment, the Settlement Administrator will prepare and issue IRS Form
27 1099 to Aggrieved Employees who received a payment.

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1 **VI. RELEASE OF CLAIMS**

2 6.1 In consideration for Plaintiffs' Representative enhancement awards, subject to
3 Defendants' full payment of the GSA, Plaintiffs and their respective former and present spouses,
4 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
5 and discharge Released Parties from any and all claims, demands, causes of action, charges and
6 grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected,
7 which Plaintiffs now own or hold or have at any time before their execution of this Stipulation
8 owned or held against Released Parties, including (1) under local, state, or federal law and (2)
9 which arose out of or are in any way connected with any transaction, occurrence, act, omission,
10 loss, damage or injury whatsoever resulting from any act committed or omission made prior to the
11 date of this Agreement. For purposes of Plaintiffs' release, Plaintiffs expressly waive and
12 relinquish the provisions, rights, and benefits, if any, of California Civil Code Section 1542, which
13 reads:

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

19 6.2 Subject to Defendants' full payment of the GSA, the State of California is deemed
20 to release, and Plaintiffs and all Aggrieved Employees are deemed to release, on behalf of
21 themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims
23 which arose during the PAGA Period.

24 **VII. MOTION FOR COURT APPROVAL**

25 7.1 Following the full execution of this Stipulation, Plaintiffs' Counsel shall submit to
26 the Court: (a) a fully executed copy of this Stipulation; (b) a stipulation, or noticed motion (if
27 required by the Court), seeking the Court's approval of the Stipulation and settlement; (c) a
28 proposed Order and Final Judgment granting such motion for approval; and (d) any other

1 documents consistent with the Stipulation reasonably necessary to obtain the Court's approval of
2 the Stipulation. Plaintiffs' Counsel will submit these documents to the LWDA concurrently with
3 their submission to the Court, as required by PAGA. Plaintiffs' Counsel will provide Defense
4 Counsel with an opportunity to propose revisions to the stipulation/motion before it is filed.

5 7.2 The Parties will ask the Court to maintain jurisdiction of this matter for the purpose
6 of monitoring compliance with and performance under this Stipulation and any and all orders and
7 judgments, including the Final Judgment, entered by the Court.

8 7.3 Defendants and their Counsel shall cooperate with Plaintiffs' Counsel as necessary
9 to obtain approval of the Stipulation and the Court's Final Judgment.

10 7.4 After or at the same time the Court issues its Order approving the Stipulation, the
11 Parties shall present the Final Judgment to the Court for its approval. After entry of the Final
12 Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the
13 interpretation and enforcement of the terms of this Stipulation; (ii) Stipulation administration
14 matters; and (iii) such post-Final Judgment matters as may be appropriate under court rules or as
15 set forth in this Stipulation.

16 **VIII. MUTUAL FULL COOPERATION**

17 8.1 The Parties agree to cooperate fully with each other to accomplish the terms of
18 this Stipulation, including, but not limited to, the execution of all necessary documents, and to take
19 such other action as may be reasonably necessary to implement the terms of this Stipulation. The
20 Parties shall use their best efforts, including all efforts contemplated by this Stipulation and any
21 other efforts that may become necessary by order of the Court, to effectuate the terms of this
22 Stipulation.

23 8.2 If a Party cannot reasonably comply with an obligation under this Stipulation by the
24 deadline applicable to that obligation, that Party may apply to the Court for a reasonable extension
25 of time to fulfill that obligation. Consent to such a request for an extension will not be
26 unreasonably withheld by the other Party.

27 8.3 Nothing contained in this Stipulation shall be construed or deemed as an admission
28 of liability, culpability or wrongdoing on the part of Defendants and Defendants deny liability

1 therefor. This Stipulation shall not constitute an admission by Defendants as to any interpretation
2 of laws or as to the merits, validity, or accuracy of any claims made against it in the Action.
3 Likewise, nothing in this Stipulation shall be construed or deemed an admission with regards to
4 the validity of the Defendants' defenses or affirmative defenses. All Parties have entered into this
5 Stipulation in order to avoid the inconvenience, expense and uncertainty of further litigation.

6 8.4 This Stipulation, and all other actions taken in the implementation of the
7 Stipulation, including any statements, discussions, or communications and any materials prepared,
8 exchanged, issued or used during the course of the negotiations leading to this Stipulation are
9 settlement documents and shall be inadmissible in evidence and shall not be used for any purpose
10 in any judicial, arbitral, administrative, investigative or other court, tribunal, forum or proceeding,
11 including any wage and hour or other litigation against Defendants for any purpose, except in an
12 action or proceeding to approve, interpret, or enforce the terms of this Stipulation and except as
13 required by Court Order.

14 8.5 In the event this Stipulation is not approved by the Court, any Appellate Court or
15 otherwise fails to become effective and enforceable, or is terminated, Defendants will not be
16 deemed to have waived, limited or affected in any way, its objections or defenses in the action.

17 **IX. NOTICES**

18 9.1 Unless otherwise specifically provided herein, all notices, demands, or other
19 communications given hereunder, shall be in writing and shall be deemed to have been duly given
20 as of: (i) the date given, if given by hand delivery or e-mail; (ii) within one business day, if sent by
21 an overnight delivery service; or (iii) the third business day after mailing by U.S. Certified mail,
22 return receipt requested.

23 9.2 All notices given under this Stipulation shall be addressed as follows:

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25 ///

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27 ///

28 ///

To the PAGA Members

DANIEL F. GAINES
daniel.gaines@gaineslawfirm.com
ALEX P. KATOFISKY
alex@gaineslawfirm.com
EVAN S. GAINES
evan@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard,
Suite 100
Westlake Village, California 91362

To Defendants

JEFFREY S. RANEN
Jeffrey.Ranen@lewisbrisbois.com
PARISA KHADEMI
Parisa.Khademi@lewisbrisbois.com
ERIC O. ZEIGER, SB# 312425
Eric.Zeiger@lewisbrisbois.com
**LEWIS BRISBOIS BISGAARD &
SMITH LLP**
633 West 5th Street, Suite 4000
Los Angeles, California 90071

X. MISCELLANEOUS PROVISIONS

10.1 The Parties have been represented by counsel throughout all negotiations that preceded the execution of this Stipulation, and this Stipulation is made with the consent and advice of counsel. Plaintiffs' Counsel and Defense Counsel have arrived at this Stipulation as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential. This Stipulation has been drafted jointly by Plaintiffs' Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Stipulation, the same shall not be construed against any of the Parties. Plaintiffs and Plaintiffs' Counsel agree that none of the documents provided to them by Defendants shall be used for any purpose other than the settlement of this Action. Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation against Defendants or the Released Parties.

10.2 The Parties waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Stipulation.

10.3 This Stipulation may not be modified or amended, except in a writing that is signed by the Parties and approved by the Court.

10.4 This Stipulation constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes and replaces all prior negotiations, understandings, memoranda of understanding and proposed agreements, written and oral, relating thereto. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of the Stipulation unless made in writing and signed by duly authorized representatives of all Parties and

1 approved in writing by a final order of the Court. No waiver of any term, provision or condition
2 of this Stipulation, whether by conduct or otherwise, in any one or more instance shall be deemed
3 to be or construed as a further or continuing waiver of any such term, provision or condition. The
4 Parties and their respective counsel all participated in the negotiation and drafting of this
5 Stipulation and had available to them the advice and assistance of independent counsel.

6 10.5 This Stipulation shall be subject to, governed by, construed, enforced, and
7 administered in accordance with the laws of the State of California, without giving effect to the
8 principles of conflict of laws, and shall be subject to the continuing jurisdiction of the Court.

9 10.6 This Stipulation shall be construed as a whole according to its fair meaning and
10 intent, and not strictly for or against any Party, regardless of who drafted or who was principally
11 responsible for drafting this Stipulation or any specific term or condition thereof.

12 10.7 This Stipulation may be executed by facsimile signature, pdf signature, electronic
13 signature (i.e. DocuSign or similar service) or signature in compliance with the Uniform
14 Electronic Transaction Act, and in any number of counterparts, each of which shall be deemed an
15 original and together shall constitute one and the same instrument. When each of the Parties has
16 signed at least one such counterpart, this Stipulation shall become effective and binding as to all of
17 the Parties as of the day and year last written.

18 10.8 Except as specifically provided herein, the Parties hereto will bear responsibility
19 for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this
20 Action, and will not seek reimbursement thereof from any Party to this Stipulation. In the event
21 that legal action arises out of this Stipulation or is necessary to enforce any of the terms or
22 provisions of this Stipulation, the prevailing party in the action shall be entitled to recover its
23 reasonable attorneys' fees and costs including expert witness fees incurred in connection with any
24 enforcement actions.

25 10.9 The Parties and their counsel agree that they will not issue any press releases or
26 press statements, have any communications with the press or media about the Action or this
27 Stipulation, or otherwise publicize the terms of this Stipulation. Notwithstanding the foregoing,

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1 the Parties shall have the right to disclose the Stipulation as may be required under federal or state
2 tax and/or securities laws or under generally accepted accounting principles.

3 10.10 Each of the respective signatories to this Stipulation represent and warrant that they
4 are fully authorized to enter into this Stipulation and bind the respective Parties to its terms and
5 conditions. The Parties and their counsel will cooperate with each other and use their best efforts
6 to effect the implementation of the Stipulation. If the Parties are unable to reach agreement on the
7 form or content of any document needed to implement the Stipulation, or on any supplemental
8 provisions that may become necessary to effectuate the terms of this Stipulation, the Parties may
9 seek the assistance of the Court to resolve such disagreement.

10 10.11 The Stipulation shall be binding upon the inure to the benefit of the settling parties'
11 respective successors, assigns, heirs, spouses, marital communities, executors, administrators and
12 legal representatives.

13 10.12 Neither Plaintiffs nor Plaintiffs' Counsel shall issue a press release, hold a press
14 conference, publish information about the settlement on any website, or otherwise publicize the
15 settlement or communicate its terms in public or in private. To permit judicial review and
16 approval of the GSA, as required by Labor Code section 2699, Plaintiffs' Counsel shall submit the
17 Stipulation to the Court and the LWDA, may disclose to the Court the amounts to be paid to the
18 Aggrieved Employees and the LWDA to resolve the PAGA claims, as well as disclose to the
19 Court that attorney's fees and costs will be paid to Plaintiffs' Counsel. Plaintiffs' Counsel may
20 also discuss the Stipulation with Aggrieved Employees and the LWDA, upon inquiry.

21 10.13 Within 10 days after entry of an Order and Judgment approving, denying, or
22 modifying the award of civil penalties contemplated by this Stipulation, Plaintiffs and Plaintiffs'
23 Counsel shall submit a copy of the Order and Judgment to the LWDA pursuant to Labor Code
24 section 2699(I)(3).

25 10.14 If the Court does not approve this settlement, or if the Court does not enter
26 Judgment as provided for in this Stipulation, or if appellate review is sought and on such review
27 the Court's decision is materially modified or reversed, or if one or more of the terms of the
28 Stipulation are not approved or is materially modified or reversed or found to be invalid, then

1 Defendants shall have the right within ten (10) days of written notice thereof to elect to terminate
2 the Stipulation, in which event it shall have no force or effect, and the Parties shall be deemed to
3 have reverted to their respective status as of the date and time immediately prior to the execution
4 of this Stipulation.

5 10.15 The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other
6 fees incurred in connection with this Stipulation and in connection with the Action and Plaintiffs'
7 claims, except as otherwise set forth specifically herein.

8 10.16 Defendants represent and warrant that the undersigned has the authority to act on
9 behalf of Defendants and to bind Defendants to the terms of this Stipulation. Plaintiffs represent
10 and warrant that they have the capacity to act on their own behalf and on behalf of all who might
11 claim through Plaintiffs to bind them to the terms and conditions of this Stipulation.

12 10.17 In the event that: (i) the Court does not approve the Stipulation as provided herein;
13 or (ii) the settlement does not become final for any other reason, then this Stipulation, and any
14 documents generated to bring it into effect, will be null and void, and the Parties will be returned
15 to their original respective positions.

16 10.18 Before declaring any provision of this Stipulation invalid, the Court will first
17 attempt to construe the provision as valid to the fullest extent possible consistent with applicable
18 precedents so as to define all provisions of this Stipulation valid and enforceable.

19 10.19 If any term or provision of this Stipulation is held to be invalid or unenforceable,
20 the remaining portions of this Stipulation will continue to be valid and will be performed,
21 construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable
22 term will be deemed amended and limited in accordance with the intent of the Parties, as
23 determined from the face of the Stipulation, to the extent necessary to permit the maximum
24 enforceability or validation of the term or provision.

25 10.20 All Parties will cooperate in good faith and execute all documents to the extent
26 reasonably necessary to effectuate the terms of this Stipulation.

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1 IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the
2 foregoing terms and conditions by executing this Stipulation as of the date indicated below.
3

4 DATED: November__, 2022

LEWIS BRISBOIS BISGAARD & SMITH LLP

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6
7 JEFFREY S. RANEN
8 PARISA KHADEMI
9 ERIC O. ZEIGER
Attorneys for Defendants TRIUNITY JLRLA LLC
and TRIUNITY AUTOMOTIVE GROUP LLC
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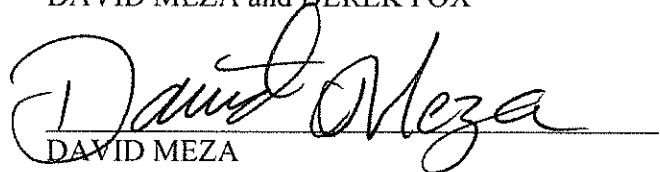
12 DATED: November__, 2022

13 Name: _____
14 Title: _____
15 Authorized representative for Defendants
16 TRIUNITY JLRLA LLC and TRIUNITY
AUTOMOTIVE GROUP LLC
17

18 DATED: November²⁹, 2022

GAINES & GAINES
19
20 
21 Daniel F. Gaines, Esq.
22 Alex P. Katofsky, Esq.
Attorneys for Plaintiffs
DAVID MEZA and DEREK FOX

23
24 DATED: November^{Dec 2}, 2022


DAVID MEZA

25
26 11 / 29 / 2022
27 DATED: November__, 2022


28 DEREK FOX

1 IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the
2 foregoing terms and conditions by executing this Stipulation as of the date indicated below.

3
4 DATED: December 14, 2022

LEWIS BRISBOIS BISGAARD & SMITH LLP



JEFFREY S. RANEN
PARISA KHADEMI
ERIC O. ZEIGER
Attorneys for Defendants TRIUNITY JLRLA LLC
and TRIUNITY AUTOMOTIVE GROUP LLC

10
11
12 DATED: November __, 2022

13 Name: _____

14 Title: _____

15 Authorized representative for Defendants
16 TRIUNITY JLRLA LLC and TRIUNITY
AUTOMOTIVE GROUP LLC

17
18 DATED: November __, 2022

GAINES & GAINES

19
20 _____
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiffs
DAVID MEZA and DEREK FOX

21
22
23
24 DATED: November __, 2022

DAVID MEZA

25
26
27 DATED: November __, 2022

DEREK FOX

1 IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the
2 foregoing terms and conditions by executing this Stipulation as of the date indicated below.

3
4 DATED: November__, 2022

LEWIS BRISBOIS BISGAARD & SMITH LLP

5
6
7 JEFFREY S. RANEN
8 PARISA KHADEMI
9 ERIC O. ZEIGER
Attorneys for Defendants TRIUNITY JLRLA LLC
and TRIUNITY AUTOMOTIVE GROUP LLC

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11
12 DATED: November³⁰__, 2022

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Name: SCOTT BIEHL
Title: CEO
Authorized representative for Defendants
TRIUNITY JLRLA LLC and TRIUNITY
AUTOMOTIVE GROUP LLC

18 DATED: November__, 2022

GAINES & GAINES

20 Daniel F. Gaines, Esq.
21 Alex P. Katofsky, Esq.
22 Attorneys for Plaintiffs
23 DAVID MEZA and DEREK FOX

24 DATED: November__, 2022

25
26
27
28
DAVID MEZA

27 DATED: November__, 2022

DEREK FOX