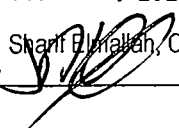


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Facsimile: (818) 703-8984

F I L E D Superior Court of California
County of Butte
AUG 31 2022
By  Clerk
Deputy

Attorneys for Plaintiff Rick Brower, on behalf of himself and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*

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

RICK BROWER, on behalf of himself and
all "aggrieved employees" pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

AUTOMOTIVE ELITE INVESTMENTS,
INC., a California corporation, d/b/a
CHICO VOLKSWAGEN and CHICO
MAZDA and DOES 1 through 10,
inclusive,

Defendants.

Case No. 22CV00032

Assigned to the Hon. Stephen E. Benson, Dept. 6

sub **~~PROPOSED~~ ORDER AND JUDGMENT
APPROVING SETTLEMENT OF CLAIMS
BROUGHT PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS' FEES, COSTS,
ENHANCEMENT AWARD, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES**

Date: August 31, 2022

Time: 9:00 a.m.

Dept.: 6

Complaint Filed: January 6, 2022

1 Plaintiff Rick Brower's ("Plaintiff") Motion for an Order and Judgment: (1) granting
2 approval of the proposed settlement of claims brought pursuant to the Private Attorneys General
3 Act of 2004 (Cal. Labor Code § 2698 *et seq.*) ("PAGA") set forth in the Parties' Private Attorneys
4 General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (the "Settlement" or "Settlement
5 Agreement"); (2) appointing Phoenix Class Action Administration Solutions as the Settlement
6 Administrator and approving payment of its fees not to exceed \$3,500 from the Maximum
7 Settlement Amount; (3) directing disbursement of the Maximum Settlement Amount pursuant to
8 the terms of the Settlement Agreement; (4) directing payment of attorneys' fees and litigation costs
9 from the Maximum Settlement Amount not to exceed \$38,155.86 to Counsel for Plaintiff; (5)
10 directing an enhancement award from the Maximum Settlement Amount in the amount of \$8,000
11 to Plaintiff and (6) entering Judgment consistent with the Settlement Agreement came on for
12 hearing before this Court in Department 6, the Honorable Stephen E. Benson presiding, on August
13 31, 2022. Appearances were noted on the record.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and oral
15 argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement, which is attached hereto as Exhibit 1.

19 2. This Court has jurisdiction over the claims of the Aggrieved Employees and the
20 State of California asserted in this proceeding and over all parties to the Action.

21 3. The Court finds that the Settlement was entered into in good faith, that the
22 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and
23 applicable requirements for approval of PAGA representative actions under California law. The
24 Court finds that the Maximum Settlement Amount of \$98,000 represents a fair compromise of the
25 claims alleged in the Action, considering the maximum potential value of the claims asserted and
26 the risks inherent in further litigation.

27 \\\

28 \\\

1 4. The Court has considered the authorities and evidence presented by Plaintiff and
2 based thereon hereby approves the following awards and deductions from the Maximum Settlement
3 Amount:

4 a. To Plaintiffs' counsel, Gaines & Gaines, APLC, an award of \$32,666.66 in
5 attorneys' fees and \$5,489.20 in reimbursement of litigation costs. The Court finds that
6 these amounts are fair and reasonable and commensurate with applicable California law.

7 b. To Plaintiff, an enhancement award of \$8,000. The Court finds that both the
8 time and effort that Plaintiff spent on behalf of other Aggrieved Employees and the State as
9 well as the general release in favor of Defendant due to Plaintiff's valuable individual claims
10 to be extinguished justifies this payment.

11 c. To Phoenix Class Action Administration Solutions, the settlement
12 administrator, a payment of up to \$3,500 to administer the Settlement through its
13 conclusion, including disbursement of the Maximum Settlement Amount and all tax
14 reporting associated therewith.

15 5. The amount remaining of the Maximum Settlement Amount following these
16 deductions is the Net Settlement Amount of approximately \$48,344.14. The Net Settlement
17 Amount shall be distributed 75% to the Labor and Workforce Development Agency and 25% to
18 the Aggrieved Employees.

19 6. Upon entry of this Order and Judgment, the Parties shall effectuate all terms of the
20 Settlement based on the provisions and timelines set forth in the Settlement Agreement.

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1 7. Judgment is hereby entered consistent with the Settlement Agreement. The Court
2 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
3 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such
4 post-Judgment matters as may be appropriate under court rules or as set forth in the Settlement
5 Agreement.

6 **IT IS SO ORDERED.**

7
8 Dated: 8/31/22



JUDGE OF THE SUPERIOR COURT
STEPHEN E. BENSON

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF BUTTE

RICK BROWER, on behalf of himself and all
"aggrieved employees" pursuant to Labor
Code § 2698, et seq.,

Plaintiff,

v.

AUTOMOTIVE ELITE INVESTMENTS,
INC., a California corporation, d/b/a CHICO
VOLKSWAGEN and CHICO MAZDA, and
DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV00032

**PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT**

Date Action Filed: January 6, 2022

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Butte ("Court"), Plaintiff Rick Brower ("Plaintiff") and Defendant Automotive Elite Investments, Inc., ("Defendant") (collectively the "Parties") hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of the action entitled *Brower vs. Automotive Elite Investments, Inc. dba Chico Volkswagen and Chico Mazda*, No. 22CV00032, Butte County Superior Court (the "Action").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means *Brower vs. Automotive Elite Investments, Inc. dba Chico Volkswagen and Chico Mazda*, No. 22CV00032, Butte County Superior Court.
2. "Aggrieved Employees" means all of Defendant's non-exempt employees in the State of

1 California from October 27, 2020 until June 3, 2022.

2 3. "Court" means the Superior Court for the State of California, County of Butte.

3 4. "LWDA" means the California Labor and Workforce Development Agency.

4 5. "Maximum Settlement Amount" means the settlement amount of Ninety-Eight Thousand
5 Dollars (\$98,000.00) to be paid by Defendant in full satisfaction of all Settled Claims arising from the
6 Action, which includes all payments to Aggrieved Employees, Plaintiff, Plaintiff's Counsel, the LWDA,
7 and the Settlement Administrator.

8 6. "PAGA Penalties Fund" means the Maximum Settlement Amount less the Attorneys'
9 Fees and Costs, Enhancement Award, and Settlement Administrator Costs.

10 7. "Plaintiff's Counsel" means Gaines & Gaines, APLC.

11 8. "Enhancement Award" means the payment to Plaintiff for his service on behalf of the
12 LWDA and Aggrieved Employees, and for general releases of all claims arising out of his employment
13 with Defendant.

14 9. "Settled Claims" means any and all claims for PAGA civil penalties under the California
15 Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or that could have been
16 alleged to have been violated in the Action with respect to Aggrieved Employees based on the facts alleged
17 in the Action during the Settlement Period.

18 10. "Settlement Period" means October 27, 2020 until June 3, 2022.

19 **TERMS**

20 11. Maximum Settlement Amount. In consideration for Plaintiff's promises and
21 representations described in this Settlement Agreement, and subject to all of the conditions of the
22 Settlement being met, Defendant will pay a maximum amount of Ninety-Eight Thousand Dollars
23 (\$98,000.00) ("Maximum Settlement Amount"), which represents the maximum amount payable in this
24 Settlement by Defendant, and includes attorneys' fees, litigation costs and expenses, consideration for
25 Plaintiff's service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs,
26 and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No
27 portion of the Maximum Settlement Amount will be retained by, or revert to, Defendant.

28 12. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees

1 and the LWDA in full satisfaction of the Settled Claims. Pursuant to PAGA, Seventy-Five Percent (75%)
2 of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%)
3 will be paid to all Aggrieved Employees according to the following formula:

4 12(a) Defendant will calculate: (i) the total number of pay periods worked by each
5 Aggrieved Employee during the Settlement Period, and (ii) the total number of
6 pay periods worked by all Aggrieved Employees during the Settlement Period.

7 12(b) To determine each Aggrieved Employee's payment from the PAGA Penalties
8 Fund, Defendant will use the following formula: Settlement Payment = 25%
9 of PAGA Penalties Fund $\times$ [Pay Periods Worked by Individual Aggrieved
10 Employee During the Settlement Period $\div$ Total Pay Periods Worked by All
11 Aggrieved Employees during the Settlement Period].

12 12(c) Defendant has represented that there were approximately 992 pay periods
13 during the Settlement Period.

14 13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
15 motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more one-third of the Maximum
16 Settlement Amount (i.e. projected to be Thirty-Two Thousand Six Hundred Sixty-Six Dollars and Sixty-
17 Six Cents (\$32,666.66), plus the reimbursement of all out-of-pocket costs and expenses associated with
18 Plaintiff's Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations
19 costs, etc.), not to exceed Ten Thousand Dollars (\$10,000.00), both of which will be paid from the
20 Maximum Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's
21 Counsel will be added to the PAGA Penalties Fund.

22 14. Representative Enhancement Award. For general releases of all claims Plaintiff may have
23 against Defendant arising out of his employment, and for his service on behalf of the LWDA and
24 Aggrieved Employees, Defendant agrees not to oppose or impede any application or motion by Plaintiff for
25 a representative enhancement award of up to Eight Thousand Dollars (\$8,000.00) for Plaintiff
26 ("Enhancement Award"). Upon receipt of the Enhancement Award, Plaintiff will be deemed to have fully
27 released and discharged Defendant from any and all claims, demands, obligations, causes of action, rights,
28 or liabilities of any kind which have been or could have been asserted against Defendant arising out of, or

1 relating to, his employment with Defendant or termination thereof, including but not limited to claims for
2 restitution, penalties, retaliation, discrimination, harassment, wrongful termination of employment, failure
3 to provide meal and rest breaks or premiums in lieu thereof, unpaid wages, including minimum wages,
4 regular wages, overtime and double time wages, wage statement violations and separation pay violations.
5 In the event the Court approves a payment of less than the requested amount, the difference will be added
6 to the PAGA Penalties Fund (although Plaintiff may appeal an order granting less than the full amount
7 sought for Plaintiff's enhancement payment). Defendant, via the Settlement Administrator, will report this
8 payment on IRS Form 1099 issued to Plaintiff.

9 15. This release specifically includes any and all claims, demands, obligations and/or causes of
10 action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the
11 Settlement) relating to or in any way connected with the matters referred to herein, whether or not known
12 or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff
13 will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542,
14 which provides:

15 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
16 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
17 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
18 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
19 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

20 16. Escalator Clause. Defendant has represented that there are 49 Aggrieved Employees who
21 worked 992 pay periods during the Settlement Period. Should the pay periods worked by the Aggrieved
22 Employees during the Settlement Period ultimately increase more than 5% (i.e. exceed 1042 total pay
23 periods), Defendant shall increase the Maximum Settlement Amount by \$98.79 for each pay period in
24 excess of 1042 pay periods.

25 17. Settlement Administration Costs. The Parties will retain Phoenix Settlement
26 Administrators as the third-party settlement administrator ("Settlement Administrator"). The Settlement
27 Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing
28 payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's

Counsel. The Settlement Administration Costs will be paid from the Maximum Settlement Amount. Based on the estimate that there are approximately forty-nine (49) Aggrieved Employees, Settlement Administration Costs are estimated at Three Thousand Five Hundred Dollars (\$3,500.00).

18. Court Approval of the Settlement and Distribution of Settlement Payments. Plaintiff will present this Settlement Agreement to the Court and the LWDA. Plaintiff will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment"). Defendant agrees not to oppose Plaintiff's motion for PAGA settlement approval to the extent it comports with this agreement.

19. List of Aggrieved Employees. Within seven (7) calendar days after entry of the Order and Judgment, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

20. Funding of the Settlement. Within fifteen (15) calendar days after entry of the Order and Judgment, Defendant will deposit the Maximum Settlement Amount into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff's Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

21. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, substantially in the form attached hereto as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will

promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the LWDA. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued if required by law.

22. Settled Claims. Upon entry of the Order and Judgment, Plaintiff, and all Aggrieved Employees, will be forever barred from pursuing against Defendant any and all Settled Claims. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement.

23. No Right to Exclusion or Objections by Representative Action Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

24. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

25. No Prior Assignments. The Parties and their counsel 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 herein released and discharged.

26. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the

1 Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this
2 Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the
3 Parties will be returned to their original respective positions.

4 27. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
5 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of
6 the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as
7 may be appropriate under court rules or as set forth in this Settlement.

8 28. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
9 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
10 on the Parties.

11 29. Amendment or Modification. This Settlement Agreement may be amended or modified
12 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
13 Parties.

14 30. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
15 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
16 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
17 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
18 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
19 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
20 agreement on the form or content of any document needed to implement the Settlement, or on any
21 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
22 may seek the assistance of the Court to resolve such disagreement.

23 31. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and
24 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

25 32. California Law Governs. All terms of this Settlement Agreement will be governed by and
26 interpreted according to the laws of the State of California.

27 33. Execution and Counterparts. This Settlement Agreement is subject only to the execution of
28 all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed

1 counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and scanned
2 copies of the signature pages, will be deemed to be one and the same instrument.

3 34. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
4 Settlement Agreement is an adequate, and reasonable settlement of the Action and have arrived at this
5 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that
6 they are each represented by competent counsel and that they have had an opportunity to consult with their
7 counsel regarding the fairness and reasonableness of this Settlement.

8 35. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
9 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs or Representative Enhancement
10 Award below the amounts they request from the Court, and either party may appeal any court order that
11 materially alters the Settlement's terms.

12 36. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
13 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
14 with applicable precedents so as to define all provisions of this Settlement Agreement valid and
15 enforceable.

16 37. Captions. The captions and section numbers in this Settlement Agreement are inserted for
17 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
18 provisions of this Settlement Agreement.

19 38. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
20 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
21 a further waiver by such party of the same or any other condition, covenant, right or remedy.

22 39. Enforcement Action. In the event that one or more of the Parties institutes any legal action
23 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
24 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
25 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
26 witness fees incurred in connection with any enforcement actions.

27 40. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
28 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed

1 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
2 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all
3 Parties have contributed to the preparation of this Settlement Agreement.

4 41. Representation By Counsel. The Parties acknowledge that they have been represented by
5 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
6 Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

7 42. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
8 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
9 Agreement.

10 43. Binding Agreement. The Parties warrant that they understand and have full authority to
11 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
12 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
13 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
14 under federal or state law.

15 44. Denial of Liability. The Parties expressly recognize that the making of this agreement does
16 not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in
17 this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or
18 communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action,
19 is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be
20 admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or
21 proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,
22 rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this
23 agreement may be used in any proceeding in the Court that has as its purpose the interpretation,
24 implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in
25 connection therewith.

26 45. Non-Disparagement. Plaintiff shall not engage in any activity, or make any statements to
27 third parties, that causes or would reasonably tend to cause material harm to the Defendant's reputation or
28 goodwill, including any activity or statements denigrating, disparaging, or casting unfair aspersions on

KLINEDINST PC
801 K STREET, SUITE 2100
SACRAMENTO, CALIFORNIA 95814

1 Defendant, their business, their management, or their financial standing or practices.
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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF BUTTE

RICK BROWER, on behalf of himself and
all "aggrieved employees" pursuant to
Labor
Code § 2698, et seq.,

Plaintiff,

v.

AUTOMOTIVE ELITE INVESTMENTS,
INC., a California corporation, d/b/a
CHICO VOLKSWAGEN and CHICO
MAZDA, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 22CV00032

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

This notice relates to the settlement of a lawsuit pursuant to the Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq* ("PAGA"). A PAGA action is an action for civil penalties in which the State of California receives 75 percent of the civil penalties collected.

You have received this notice because you have been identified as an individual who was employed as a non-exempt employee by Defendant Automotive Elite Investments, Inc. dba Chico Volkswagen and Chico Mazda in California from October 27, 2020 through June 3, 2022 ("Aggrieved Employee").

On January 6, 2022, Plaintiff Rick Brower (the "Plaintiff") commenced a lawsuit in Butte County Superior Court, case number 22CV00032 (the "Lawsuit") to recover civil penalties. The Complaint alleges that Defendant failed to pay all wages due, failed to provide meal and rest periods or compensation in lieu thereof, failed to timely pay wages due at the separation of employment, and failed to issue accurate wage statements. Plaintiff brought this lawsuit as a representative action under PAGA, on behalf of himself, the State of California, and the Aggrieved Employees.

Defendant denies Plaintiff's allegations and disputes all of Plaintiff's claims. The Lawsuit was litigated and following an investigation and a mediation before a third-party mediator, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation. The parties agreed that a portion of the settlement proceeds would be distributed to the Aggrieved Employees, including you, after certain portions of the penalties collected are paid to the State of California according to California law.

The Court approved the settlement on _____ and has determined that the settlement is reasonable. The enclosed payment which accompanies this notice is made to you pursuant to the terms of the Settlement and is based on your share of the total settlement proceeds that the parties agreed to be paid to the allegedly aggrieved employees. You may deposit or cash the check without

1 any further obligation on your part and there is no need for you to contact the settlement
2 administrator, the parties, or the Court.

3 The Court-approved settlement contains the following release of claims, to which you are
4 bound:

5 Upon entry of the Order and Judgment, Plaintiff, and all Aggrieved
6 Employees, will be forever barred from pursuing against Defendant
7 any and all Settled Claims (defined as any and all claims for PAGA
8 civil penalties under the California Labor Code, Wage Orders,
9 regulations, and/or other provisions of law alleged or that could have
10 been alleged to have been violated in the Action with respect to
11 Aggrieved Employees based on the facts alleged in the Action during
12 the Settlement Period [October 27, 2020 through June 3, 2022]).
13 Aggrieved Employees, other than Plaintiff, will not be deemed to
14 have released any individual wage and hour claims by virtue of this
15 Settlement.

16 If you have questions about this notice, please contact Plaintiff's Counsel, Gaines & Gaines,
17 APLC, at (866) 550-0855.

18 THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO
19 THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING.

20 PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.
21
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1 **READ CAREFULLY BEFORE SIGNING**

2 **PLAINTIFF**

3
4 06 / 20 / 2022
5 DATED: June __, 2022

By: 
6 RICK BROWER

7 **DEFENDANT**

8
9 DATED: June __, 2022

By: _____
10 Mark Abouzeid, Representative of Defendant
11 AUTOMOTIVE ELITE INVESTMENTS, INC.

12 **APPROVED AS TO FORM**

13 **GAINES & GAINES, APLC**

14
15
16 DATED: June 20, 2022

By: *Daniel F. Gaines*
17 Daniel F. Gaines
18 Alex P. Katofsky
19 Attorneys for Plaintiff
20 RICK BROWER

21 **KLINEDINST, PC**

22 DATED: June __, 2022

By: _____
23 Lindsey N. Casillas
24 Raja A. Hafed
25 Attorneys for Defendant
26 AUTOMOTIVE ELITE INVESTMENTS,
27 INC.

28 20887561.2

KLINEDINST PC
801 K STREET, SUITE 2100
SACRAMENTO, CALIFORNIA 95814

READ CAREFULLY BEFORE SIGNING

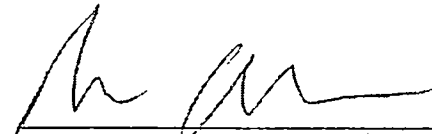
PLAINTIFF

DATED: June __, 2022

By: _____
RICK BROWER

DEFENDANT

DATED: June 17, 2022

By:  _____
Mark Abouzeid, Representative of Defendant
AUTOMOTIVE ELITE INVESTMENTS, INC.

APPROVED AS TO FORM

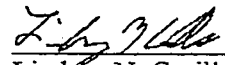
GAINES & GAINES, APLC

DATED: June __, 2022

By: _____
Daniel F. Gaines
Alex P. Katofsky
Attorneys for Plaintiff
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DATED: June 29, 2022

By:  _____
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