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Attorneys for Plaintiff David Scott

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

DAVID SCOTT, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

HENDRICK CO AUTOMOTIVE, LLC, a
North Carolina limited liability company;
VKS MURRIETA LIMITED
PARTNERSHIP, a California limited
partnership; and DOES I to 100, inclusive,

Defendants.

Case No.: CIVRI2205368

(Assigned for all purposes to the Hon. Joseph T.
Ortiz, Dept. S17)

**DECLARATION OF JAMES M. TREGLIO,
ESQ. IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: May 16, 2024
Time: 1:30 P.M.
Dept.: S-17

Action Filed: February 17, 2022
Trial Date: None Set

DECLARATION OF JAMES M. TREGLIO

INTRODUCTION

1. I am an attorney at law duly authorized to practice law in the State of California. I am

1 over 18 years of age. I have personal knowledge of the facts set forth in this declaration and could and
2 would testify competently to them.

3 2. I am the lead attorney of the class action division for the law firm of Potter Handy, LLP,
4 (“PH,” or “Plaintiffs’ Counsel”), attorneys of record for Plaintiff David Scott (“Plaintiff”) and the
5 proposed settlement class (the “Class”) in the above-captioned matter. I have no knowledge of the
6 existence of any conflicting interests between my firm and any of its attorneys, on the one hand, and
7 Plaintiffs or any other Class Member, on the other.

8 3. After engaging in productive settlement discussions at a full-day mediation, the Class
9 Counsel and Defense Counsel entered into the Memorandum of Understanding resolving the claims of
10 the putative class (the “Settlement Agreement”). The Settlement Agreement seeks to release and
11 discharge Defendants from the claims brought against it in the matters of *Tamara Suvorova, et. al v.*
12 *Hendrick Co Automotive, LLC/VKS Murrieta, LP et. al. (San Bernardino County Superior Court Case*
13 *No. CIVSB2203870) (“Suvorova Action”) and David Scott v. Hendrick Co Automotive, LLC et. al.*
14 *(Riverside Superior Court Case No. CVRI2205368).* In exchange, Defendants will pay the Gross
15 Maximum Settlement Amount (“GMSA”) of \$2,775,000.00. The Net Settlement Amount available for
16 Class Members is approximately \$1,664,000.00 (after deductions for attorneys’ fees, litigation costs,
17 claims administration costs, the LWDA’s portion of PAGA penalties, and Plaintiffs’ Service Awards).
18 A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A**. As shown further
19 below, the settlement is fair and reasonable to the Class based on the strength of the claims and
20 Defendants’ potential defenses.

21 **ATTORNEY EXPERIENCE**

22 4. I was admitted to the California Bar in 2003. I received my Bachelor of Arts degree in
23 Government from College of William & Mary in 1998 and my Juris Doctor degree from the University
24 of San Diego in 2003. From 2003 through 2006, I was the staff attorney for the Fair Housing Council of
25 San Diego, where I specialized in housing discrimination enforcement. In 2007, I joined the law firm of
26 Clark & Markham, LLP, where I specialized in consumer and wage and hour class actions, which has
27 comprised my practice of law ever since. In 2012, the law firm of Clark & Markham, LLP into the Clark
28 Law Firm and the Markham Law Firm. I stayed with the Clark Law Firm, and in 2015, the firm became

Clark & Treglio after I was made partner. By 2013, my work with the Clark Law Firm, Clark & Markham, LLP, and Clark & Treglio resulted in nearly 5% of all recoveries made by the LWDA up to that point.

5. In 2017, I joined Keegan & Baker, LLP, which was also a class action firm. Whereas my work at Clark & Markham, LLP and the Clark Law Firm was primarily focused on wage and hour class actions, my work at Keegan & Baker, LLP involved more consumer actions, including data breach class actions, and actions brought under the Fair Credit Reporting Act.

6. In 2018, I left Keegan & Baker, LLP and joined the Melmed Law Group, P.C. The Melmed Law Group, P.C., is an employment law firm with a focus on class and PAGA representative actions. I began my representation of the Plaintiff in this action when I was employed by the Melmed Law Group, P.C.

7. In 2019, I joined my current firm, Potter Handy, LLP, to become head of its new class action division. In that capacity, I litigate both consumer and employment class actions throughout the State of California.

8. Since 2007, I have specialized in complex wage and hour and consumer class action litigation. I have been involved in every stage of class action litigation as both a lead counsel, the lead and primary associate, and as co-counsel. A summary of my experience, including representative class action litigation is attached hereto at Exhibit B.

9. In connection with these prior class actions, I have conducted discovery, argued motions, drafted pleadings, drafted class notices, drafted appellate briefs, examined witnesses, represented class members at settlement conferences and mediations, deposed defendants and third party witnesses, defended class representative depositions and participated in final disposition hearings. I have also tried PAGA representative actions.

FACTUAL AND PROCEDURAL HISTORY

10. The attorneys I supervise, and I, have performed substantial work and diligently investigated and prosecuted this case to a successful conclusion. Our work resulted in the creation of a significant settlement fund for the benefit of the Class. We avoided protracted litigation by conducting considerable investigation before filing suit related to the released class claims, and efficiently

communicated and exchanged information with Defense counsel such that the parties could successfully settle the case after informal discovery and a full-day mediation. Because of the risks involved in litigating the case, particularly the contested legal and factual issues, Plaintiffs' Counsel believe this settlement to be fair, reasonable, and adequate.

11. From Plaintiffs' investigation and analysis of information gathered both before and after initiating this claim, including information provided by the Defendants through informal discovery and conversations with Plaintiffs, Class Counsel learned the following information:

- a. Defendant Hendrick Co Automotive, LLC is a North Carolina limited liability company headquartered in Charlotte, North Carolina. It operates automotive dealership locations in the State of California, including in Riverside and Alameda Counties, California. To provide these services to its customers, it employs service writers and parts drivers, such as the Plaintiff and the Class Members.
- b. Defendant VKS Murrieta Limited Partnership is a California limited partnership company headquartered in Murrietta, California. It that operates automotive dealership locations in the State of California, including in Riverside and Alameda Counties, California. To provide these services to its customers, Defendant employs service writers and parts drivers, such as the Plaintiff and the Class Members.
- c. Plaintiff is a California resident who worked for Defendants during the relevant time period as a non-exempt employee.
- d. Plaintiff was employed by Defendants as a service writer and parts driver from about 2014 until on or about May 5, 2022.
- e. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code sections 201, 202, 203, 226, 226.7, 512, 2802, and 2698 et seq.
- f. Plaintiff and the Class Members were not given legally compliant meal and rest periods. While they were allowed to take these breaks, Plaintiff and the Class Members remained on-call during these periods. Most of the time, they had to work through their meal and rest periods.

g. Plaintiff and the Class Members also had to use their personal cellphones to make business-related calls for Defendants. However, Defendants did not reimburse business expenses associated with these cellphone charges.

12. On September 16, 2022, Plaintiff David Scott (“Scott”) filed a written notice with the LWDA alleging that Defendants violated Labor Code §§ 201-203, 226, 226.7, 512, and 2802, pursuant to the PAGA.

13. On December 13, 2022, Scott filed a class and representative action complaint against Defendants in the Superior Court of California, County of Riverside, alleging (1) violation of Labor Code § 226.7; (2) violation of Labor Code §§ 226.7 and 512; (3) violation of Labor Code § 2802; (4) violation of Labor Code §§ 226 and 226.3; (5) violation of Labor Code §§ 201-203; (6) violation of Labor Code § 2698, *et seq.*; and (7) violation of Business and Professions Code § 17200, *et seq.*

14. On September 11, 2023, the Parties participated in a full day mediation with the Honorable Carl J. West (Retired). As a result of the mediation, and after the exchange of further information and extended negotiations following mediation, the Parties reached the present class-wide settlement, memorialized by a written Memorandum of Understanding (“MOU”).

15. The Parties subsequently executed the Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement” or “Settlement”) now before the Court for preliminary approval. The settlement discussions were conducted at arm’s-length.

FAIRNESS AND ADEQUACY OF THE PROPOSED SETTLEMENT

16. As described further below, I believe that the Settlement Amount is reasonable given the risk, expense, complexity, and likely duration of litigation. The Net Settlement Amount shall be divided up and paid to Class Members who submit claims based on the pro rata number of eligible workweeks that each Class Member worked during the Class Period¹ divided by the total number of eligible workweeks worked by all Class Members during the Class Period. The formula relies upon objective evidence of each Class Member’s employment history, which Class Members can easily review and confirm for themselves and challenge in the event they disagree with the pre-printed data. This

¹ The “Class Period” is defined as the period from April 26, 2018 through the date the Court enters a preliminary approval order for this settlement.

1 information is readily available from Defendants' records, and the Claims Administrator can apply the
2 formula in a fair and transparent manner.

3 17. The Settlement is fair and reasonable, and was negotiated at arm's length between
4 counsel. Counsel for both parties were thoroughly familiar with the complex legal and factual questions
5 at issue in this litigation. The Settlement is a product of intensive negotiations, supported by
6 investigation and direct exchanges of information through informal discovery, and during the course of
7 settlement negotiations, including a full-day mediation and continued negotiations over several months.

8 18. Another factor supporting the reasonableness and adequacy of the overall settlement
9 amount is that settlement payments will be made much sooner than could possibly have been the case if
10 the case were litigated through the class certification stage, much less through trial, before it is resolved.
11 The advantage to Class Members of avoiding delay in payment justifies accepting a lower percentage of
12 the maximum realistically likely recovery through an early settlement.

13 19. Given my experience as a wage and hour litigator, and based on my own investigation
14 and evaluation and consultation with my co-counsel, I believe the proposed Settlement addresses all of
15 the allegations of violations of California state law by Defendant, and provides adequate monetary relief
16 to Plaintiffs and Class Members. The estimated 1232 Class Members will enjoy substantial monetary
17 relief and injunctive relief from the settlement.

18 20. Whereas proceeding with litigation would impose significant risk of no recovery as well
19 as ongoing, substantial additional expenditures of time and resources, the settlement confers a benefit
20 on Plaintiffs and Class Members. If settlement were not achieved, continued litigation of the claims
21 would take substantial time and possibly confer no benefit on Class Members. By contrast, the
22 settlement will yield a prompt, certain, and substantial recovery for Class Members, which also benefits
23 the parties and the Court. Counsel on both sides share the view that this is a fair and reasonable
24 settlement in light of the complexities of the case, the state of the law, class certification and litigation.
25 Given the risks inherent in litigation and the defenses asserted, this settlement is fair, adequate, and
26 reasonable and in the best interests of Class Members, and should be preliminarily approved.

27 **FAIRNESS OF THE PROPOSED SERVICE AWARDS**

28 21. The proposed Service Awards of \$10,000 to each of the Named Plaintiffs are fair and

1 reasonable. Plaintiffs were instrumental in prosecuting this lawsuit and were an important source of
2 information during the course of litigation this. Moreover, Plaintiffs have no interests antagonistic to
3 the interests of the Class.

4 22. Plaintiffs provided invaluable assistance to Class Counsel and the Class in this case,
5 including providing factual background for the proposed mediation and the Class Complaint;
6 participating in phone calls to discuss litigation and settlement strategy; and reviewing the settlement
7 documents. Plaintiffs were also available during the duration of the all-day mediation which
8 demonstrated their commitment to the Class. Plaintiffs agreed to participate in this case with no
9 guarantee of personal benefit. Further, Plaintiffs agreed to undertake the financial risk of serving as
10 Class Representatives and exposed themselves to the risk of negative publicity by anyone who opposed
11 this case. Moreover, the requested 10,000 Service Awards for each of the Named Plaintiff fall within
12 the range of incentive payments typically awarded to Class Representatives in similar class actions.

13 23. The Settlement Class would have received no benefit had it not been for the
14 contributions of Plaintiffs. Moreover, Plaintiffs faced and accepted the significant risk in bringing this
15 litigation—namely, that had they lost, Plaintiffs could have been ordered to pay Defendants’ costs. In
16 contrast to the more limited class release, Plaintiffs also agreed to more robust general releases of all
17 their claims.

18 24. I believe the requested Service Awards of \$10,000 for each of the Named Plaintiff is
19 reasonable and well within precedent for Preliminary and Final Approval.

20 **ATTORNEYS’ FEES AND COSTS**

21 25. Through my practice, I have gained significant experience regarding the obligations and
22 burdens of representing a class. This knowledge has allowed me and my firm, Potter Handy LLP, to
23 successfully represent plaintiffs in many class actions in the past years. As noted, numerous state and
24 federal courts in California have found that my firm is competent and capable of representing large
25 classes similar to the one here at issue. From the inception of the case, Class Counsel has solely
26 represented the interest of the Class.

27 26. Under the terms of the Settlement Agreement, Class Counsel is requesting \$925,000 in
28 attorneys’ fees. This amount is equal to one third of the GSA agreed upon by the parties as the

1 Settlement Amount. This fee amount is fair, reasonable and consistent with awards obtained in similar
2 class action cases preliminary approved by courts in California. Moreover, if it becomes necessary to
3 litigate this matter further, my firm and our co-counsel have the financial resources and are prepared to
4 devote whatever time and effort are required to zealously advocate on behalf of Plaintiffs and the Class.
5 Significantly, the Retainer Agreement in this case provides fees up to 1/3 of the amount obtained.

6 27. Class Counsel Litigation Expenses Payment of up to \$35,000 is also reasonable, as will
7 be discussed again in detail in Plaintiffs' Motion for Final Approval.

8 28. If the Court grants preliminary approval to the settlement here and authorizes the
9 dissemination of the Class Notice, Plaintiffs' Counsel will file a request attorneys' fees and costs with
10 their motion for final approval that will be heard the same date as the final fairness hearing. Our firms
11 will need to expend additional hours and will incur additional costs preparing and filing the motion for
12 final approval and the motion for attorneys' fees and reimbursement of litigation costs, coordinating
13 with the claims administrator, and answering calls and questions from Class Members.

14 **CLAIMS ADMINISTRATOR**

15 29. The Settlement Agreement states that CPT Group will be responsible for administration
16 of the Settlement and related matters, and that is appointed by the Court to administer the Settlement.
17 CPT Group has extensive experience in the claims administration of wage and hour class actions like
18 this one, having administered many class action settlements, and Class counsel has retained them for the
19 claims administration of other cases. See <https://www.cptgroup.com/>.

20 I declare under penalty of perjury under the laws of the United States and the State of California
21 that the foregoing is true and correct.

22 Executed on this April 24, 2024 in San Diego, California.

23
24 /s/ James M. Treglio

25 By: _____

26 James M. Treglio, Esq.

EXHIBIT A

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(ADDITIONAL COUNSEL LISTED ON FOLLOWING PAGE)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

TAMARA SUVOROVA, as an individual and on
behalf of all others similarly situated; ANDY
ECHEVERRIA PALOMO, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

VKS MURRIETA LIMITED PARTNERSHIP,
a California limited partnership; CONCORD
WEST AUTOMOTIVE COMPANY, business
entity form unknown; PLEASANTON
AUTOMOTIVE COMPANY, business entity
form unknown; EAST BAY AUTOMOTIVE
COMPANY, business entity form unknown;
LOP AUTOMOTIVE COMPANY LIMITED
PARTNERSHIP, a California limited
partnership; EL CERRITO AUTOMOTIVE
COMPANY, business entity form unknown;
MURRIETA AUTOMOTIVE COMPANY,
business entity form unknown; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2203870

(Assigned to the Hon. Joseph T. Ortiz, Dept.
S-17)

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

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13 Attorneys for Defendants VKS Murrieta Limited Partnership, Concord West Automotive
14 Company, Pleasanton Automotive Company, East Bay Automotive Company, LOP Automotive
15 Company Limited Partnership, El Cerrito Automotive Company, Murrieta Automotive
16 Company, and Hendrick Co Automotive, LLC

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class and Representative Action Settlement (“Agreement” or
3 “Settlement”) is made and entered into by and between plaintiffs Tamara Suvorova, Andy
4 Echeverria Palomo, and David Scott (collectively, “Plaintiffs”), as individuals and on behalf of
5 Class Members and PAGA Employees (as defined herein), and the Labor and Workforce
6 Development Agency (“LWDA”), on the one hand, and defendants VKS Murrieta Limited
7 Partnership, Concord West Automotive Company, Pleasanton Automotive Company, East Bay
8 Automotive Company, LOP Automotive Company Limited Partnership, El Cerrito Automotive
9 Company, Murrieta Automotive Company, and Hendrick Co Automotive, LLC (collectively,
10 “Defendants”) on the other hand, (collectively, the “Parties”) in accordance with the terms of the
11 Memorandum of Understanding of Settlement signed by the Plaintiffs and Defendants and subject
12 to preliminary and final approval by the Court for the settlement of the class and representative
13 action entitled *Tamara Suvorova and Andy Echeverria Palomo v. VKS Murrieta Limited*
14 *Partnership, et al.*, San Bernardino County Superior Court case number CIVSB2203870.

15 **I. TERMS OF THE SETTLEMENT**

16 **A. DEFINITIONS**

17 The following definitions are applicable to this Agreement in addition to those terms
18 defined elsewhere in this Agreement:

19 1. “Action” means *Tamara Suvorova and Andy Echeverria Palomo v. VKS Murrieta*
20 *Limited Partnership, et al.*, San Bernardino County Superior Court case number CIVSB2203870
21 (filed on February 17, 2022) as amended to include all claims in the *Scott* Action.

22 2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class and
23 Representative Action Settlement and Release.

24 3. “Class” or “Class Member(s)” means all current and former non-exempt employees
25 who are or previously were employed by Defendants in the State of California during the Class
26 Period. Because all PAGA Employees are also Class Members, a reference to the Class or Class
27 Member(s) in this Agreement shall refer to both Class Members and PAGA Employees.

28 4. “Class Counsel” means Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal

of Diversity Law Group, P.C.; and Mark D. Potter and James M. Treglio of Potter Handy LLP, collectively.

5. “Class Counsel Award” means such award of fees and costs and expenses as the Court may authorize to be paid to Class Counsel from the Gross Settlement Amount for the services they have rendered and will render to Plaintiffs and the Class in the Action. Defendants agree not to oppose a Class Counsel Award of up to the sum of Nine Hundred Twenty-Five Thousand Dollars (\$925,000.00), *i.e.*, approximately one-third (1/3) of the Gross Settlement Amount, and costs in the amount of up to Thirty Five Thousand Dollars (\$35,000.00), subject to the Court’s final approval of this Settlement. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount.

6. “Class List and Data” means information regarding all Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator after Preliminary Approval of this Settlement. The Class List and Data shall be formatted as a Microsoft Office Excel spreadsheet and shall include each Class Member’s full name, most recent mailing address, Social Security Number, dates of employment, and the number of Workweeks each Class Member worked during the Class Period and/or PAGA Period. The Class List and Data will be treated as confidential and may not be disclosed or used by the Settlement Administrator except as necessary to perform its duties under this Agreement.

7. “Class Notice” means the Notice of Proposed Class Action Settlement, substantially in the form attached as **Exhibit A**.

8. “Class Period” means the period from December 13, 2018, to November 10, 2023.

9. “Class Representatives” or “Plaintiffs” means plaintiffs Tamara Suvorova, Andy Echeverria Palomo, and David Scott.

10. “Counsel for Defendants” or “Defense Counsel” means Soojin Kang and Alison Korgan of O’Hagan Meyer LLP.

11. “Court” means the Superior Court for the State of California, County of San Bernardino, or any other appropriate court assuming jurisdiction over the Action.

12. “Defendants” mean Defendants VKS Murrieta Limited Partnership, Concord West

Automotive Company, Pleasanton Automotive Company, East Bay Automotive Company, LOP Automotive Company Limited Partnership, El Cerrito Automotive Company, Murrieta Automotive Company, and Hendrick Co Automotive, LLC, including their predecessors, successors, and assigns, if any.

13. “Effective Date” means: (a) the date when the Final Approval Order is signed, if there are no objections, or if an objection is withdrawn prior to the Final Approval hearing, or (b) in the event there are objectors, sixty (60) days after service of notice of entry of the Final Approval Order and Judgment on the Parties and all objectors to the Settlement without any appeals or request for review being taken, or orders affirming said Final Approval Order and Judgment, or denying review after exhaustion of all appellate remedies, if appeals or requests for review have been taken.

14. “Final Approval” means that the Final Approval Order and Judgment have been entered by the Court.

15. “Gross Settlement Amount” means the maximum settlement amount of Two Million Seventy Hundred Seventy-Five Thousand Dollars (\$2,775,000.00) to be paid by Defendants as a result of this Agreement to resolve the class and representative claims in the Action. The Gross Settlement Amount includes all Individual Settlement Payments to Participating Class Members, the Service Awards to Plaintiffs, Settlement Administration Costs to the Settlement Administrator, the PAGA Payment (including payment to the LWDA), and Class Counsel Award. This amount shall be non-reversionary. Defendants’ share of any employer payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, and/or any similar tax or charge) shall be paid by Defendants separately and in addition to the Gross Settlement Amount, to the Settlement Administrator for handling.

16. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member and the amount payable to each PAGA Employee from 25% of the PAGA Payment.

17. “Net Settlement Amount” means the balance of the Gross Settlement Amount remaining after deduction of the approved Plaintiffs’ Service Awards, Settlement Administration

Costs, PAGA Penalties, and Class Counsel Award. The Net Settlement Amount is the maximum amount that will be available for distribution to Participating Class Members and PAGA Employees.

18. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature, address, and telephone number; (b) a concise, written statement articulating the objection and the basis or bases therefor; and (c) any copies of papers, briefs, or documents upon which the objection is based. The Notice of Objection must be returned by mail to the Settlement Administrator at the specified address indicated in the Class Notice and must be postmarked by the Response Deadline.

19. “PAGA Employee(s)” means all current and former non-exempt employees who are or previously were employed by Defendants in the State of California during the PAGA Period.

20. “PAGA Payment” means the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, “PAGA”). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code § 2699(l). The Parties have agreed that One Hundred Thousand Dollars (\$100,000.00) of the Gross Settlement Amount shall be allocated to the resolution of any Class Members’ claims arising under PAGA. Pursuant to the PAGA, 75% of the PAGA Payment, *i.e.*, the sum of Seventy-Five Thousand Dollars (\$75,000.00), shall be paid to the California Labor and Workforce Development Agency (“LWDA”), and 25% of the PAGA Payment, *i.e.*, the sum of Twenty-Five Thousand Dollars (\$25,000.00), shall be paid to PAGA Employees. The payment to the LWDA will be forwarded by the Settlement Administrator and any reallocation of settlement proceeds to increase the PAGA Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

21. “PAGA Period” means the period from December 16, 2019, to November 10, 2023.

22. “Parties” means Plaintiffs, on behalf of themselves and the Class, PAGA

Employees, and LWDA, and Defendants collectively.

23. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

24. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

25. “Released Class Claims” means any and all claims, rights, demands, liabilities, and causes of action of any kind, which were or could have been raised in the Action based on the facts alleged in the Action and the *Scott* Action, including the Second Amended Complaint to be filed in the Action pursuant to this Agreement (see para. B.5 below), that arose during the Class Period, including but not limited to claims based on violation of Labor Code §§ 201-203, 226, 226.3, 226.7, 512, and 2802, and Business and Professions Code § 17200, *et seq.*, including claims for failure to provide off-duty meal and rest periods, failure to pay meal and rest period premiums, failure to reimburse business expenses, failure to timely pay all wages owed upon separation, failure to provide and maintain accurate payroll records, failure to provide accurate, itemized wage statements, and any related damages, penalties, restitution, equitable relief, disgorgement, interest, or attorneys’ fees.

26. “Released PAGA Claims” means all claims for civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et seq.*, based on violation of Labor Code §§ 201-203, 226, 226.3, 226.7, 512, and 2802, that arose during the PAGA Period.

27. “Released Parties” means (a) Defendants and any direct or indirect parents, subsidiaries, divisions, affiliates, and related entities of each Defendant; (b) any predecessors, successors, or assigns of any of the foregoing (a); and (c) any past, present, or future employees, officers, directors, affiliates, partners, joint venturers, co-venturers, licensors, licensees, principals, members, managers, managing agents, agents, attorneys, accountants, insurers, reinsurers, shareholders, investment bankers, trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any of the foregoing (a)-(b) in his, her, their, or its capacity as such.

28. “Request for Exclusion” means a timely letter submitted by a Class Member

1 indicating a request to be excluded from the Class portion of the Settlement. The Request for
2 Exclusion must: (a) clearly state that the Class Member does not wish to be included in the
3 Settlement; (b) set forth the name, address, telephone number and last four digits of the Social
4 Security Number of the Class Member requesting exclusion; (c) be signed by the Class Member;
5 (d) be returned by mail to the Settlement Administrator at the specified address indicated in the
6 Class Notice; and (e) be postmarked on or before the Response Deadline.

7 29. "Response Deadline" means sixty (60) calendar days after the initial date of mailing
8 of the Class Notice by the Settlement Administrator to Class Members, and the last date on which
9 Class Members may submit Requests for Exclusion or Notices of Objections to the Settlement.

10 30. "Service Award(s)" means the amount that the Court authorizes to be paid to
11 Plaintiffs, in addition to their Individual Settlement Payments, in recognition of their efforts and
12 risks in assisting with the prosecution of the Action. Subject to the Court granting final approval,
13 the Parties agree that Plaintiffs shall each be paid up to Ten Thousand Dollars (\$10,000.00) from
14 the Gross Settlement Amount.

15 31. "Settlement" means the agreement among the Parties to resolve the Action, as set
16 forth in this Agreement.

17 32. "Settlement Administration Costs" means the fees and expenses reasonably
18 incurred by the Settlement Administrator as a result of the procedures and processes expressly
19 required by this Agreement, which are estimated at Twenty One Thousand Dollars (\$21,000.00).
20 Any portion of the Settlement Administration Costs not used or approved by the Court shall be
21 added to the Net Settlement Amount. However, the Parties hereby acknowledge that the Settlement
22 Administration Costs may increase above the current estimate of Twenty One Thousand Dollars
23 (\$21,000.00) and that any such additional Settlement Administration Costs that are approved by
24 counsel for the Parties and the Court shall be taken out of the Gross Settlement Amount. The
25 Parties each represent that they do not have any financial interest in the Settlement Administrator
26 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
27 interest.

28 33. "Settlement Administrator" means CPT Group, an independent third party, which

1 was mutually chosen by Class Counsel and Defense Counsel.

2 34. “Settlement Payment Check” means the payment to Participating Class Members
3 pursuant to this Settlement who do not submit a valid Request for Exclusion from the Settlement
4 and the payment of PAGA penalties to PAGA Employees, which shall be mailed fifteen (15)
5 business days after receipt of funds from Defendants as set forth in Paragraph C.22.

6 35. “Workweek” or “Workweeks” shall mean the period of time worked by a Class
7 Member between Sunday at 12:00 a.m. and Saturday at 11:59 p.m. of any calendar week.

8 **B. PROCEDURAL HISTORY**

9 1. Procedural History of the Action. On February 16, 2022, plaintiffs Tamara
10 Suvorova and Andy Echeverria Palomo filed a complaint against Defendants in the Superior Court
11 of California, County of San Bernardino, case number CIVSB2203870 (the “Action”). On
12 February 23, 2023, plaintiffs filed a first amended complaint alleging: (1) violation of Labor Code
13 §§ 226.7 and 512; (2) violation of Labor Code § 226.7; (3) violation of Labor Code § 2802; (4)
14 violation of Business and Professions Code § 17200, *et seq.*; and (5) violation of Labor Code §
15 2698, *et seq.*

16 2. Related Scott Action. On December 13, 2022, plaintiff David Scott filed a class and
17 representative action complaint against Defendants in the Superior Court of California, County of
18 Riverside, case number CVRI2205368 (“Scott Action”). The Scott Action alleged claims for: (1)
19 violation of Labor Code § 226.7; (2) violation of Labor Code §§ 226.7 and 512; (3) violation of
20 Labor Code § 2802; (4) violation of Labor Code §§ 226 and 226.3; (5) violation of Labor Code §§
21 201-203; (6) violation of Labor Code § 2699, *et seq.* and 558; and (7) violation of Business and
22 Professions Code § 17200, *et seq.*

23 3. Given the shared defendants and related claims at issue, the parties to the Action
24 and Scott Action agreed to participate in a global mediation. In advance of the mediation,
25 Defendants produced meal and rest break policies, sample employee payroll and time records, as
26 well as data points related to the number of putative class members, number of shifts worked, and
27 number of pay periods at issue during the PAGA Period.

28 4. Mediation. On September 11, 2023, the Parties engaged in a private mediation

1 before the Honorable Carl J. West (Retired) of JAMS. Following mediation, the Parties reached
2 an agreement in principle for a class-wide and representative settlement and signed a
3 Memorandum of Understanding.

4 5. Second Amended Complaint. In connection with the Parties' Settlement, Plaintiffs
5 agree to file a Second Amended Complaint, adding David Scott as a party to the Action and
6 incorporating the claims of the *Scott* Action into the Action. Following the filing of the Second
7 Amended Complaint, David Scott will file a request for dismissal without prejudice of the *Scott*
8 Action.

9 6. The Parties recognize the risk, expense, and delay in continuing the Action, and
10 therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties
11 desire to settle, compromise, and discharge all disputes and claims arising from or relating to the
12 Action.

13 **C. TERMS OF AGREEMENT**

14 Plaintiffs, on behalf of themselves and the Class, PAGA Employees, and the LWDA, and
15 Defendants agree as follows:

16 1. Settlement Consideration. Defendants shall pay the Gross Settlement Amount
17 totaling the sum of Two Million Seven Hundred Seventy-Five Thousand Dollars (\$2,775,000.00)
18 as specified in this Agreement in full satisfaction of all claims arising from the Action, which shall
19 be used to pay: (1) Individual Settlement Payments; (2) Class Counsel Award; (3) Plaintiffs'
20 Service Awards; (4) Settlement Administration Costs to the Settlement Administrator; and (5) the
21 PAGA Payment (including payment to the LWDA). The Parties agree that this is a non-
22 reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to
23 Defendants. In no event shall Defendants be required to pay more than the Gross Settlement
24 Amount as specified in this Agreement, with the exception of Defendant's share of any employer
25 payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, and/or
26 any similar tax or charge), which shall be paid by Defendants separate and apart from the Gross
27 Settlement Amount.

28 2. Workweek Escalator. The Gross Settlement Amount is based on Defendants'

representation that Class Members worked approximately 114,463 Workweeks from December 13, 2018, to August 15, 2023. If the total number of Workweeks worked by Class Members during the Class Period increases by more than ten percent (10%) (*i.e.*, 125,909), then Defendants shall have the option to either: (1) increase the Gross Settlement Amount by an amount proportionate to the percentage increase above ten percent (*e.g.*, increase the Gross Settlement Amount by 1% for an 11% increase of the total Workweeks; or (2) roll back the end date of the Class Period so that the total number of Workweeks does not exceed 125,909.

3. Funding of the Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount within thirty (30) days of the Effective Date. Defendants shall make a deposit into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. Once the Gross Settlement Amount has been deposited into the QSF, Defendants’ obligation to pay the Gross Settlement Amount is fully discharged and Defendants shall have no liability with respect to the distribution or non-distribution of the Gross Settlement Amount or any portion thereof, neither of which shall affect the enforceability of this Agreement or the release of Released Class Claims or Released PAGA Claims. The Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open and administer the Settlement Account in such a manner as to qualify and maintain the qualification of the QSF as a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy all federal, state, and local and income and other tax reporting, return, and filing requirements with respect to the QSF and any interest or other income earned by the QSF, and (3) satisfy out of the QSF all (i) taxes (including any estimated taxes, interest, or penalties) with respect to the interest or other interest earned by the QSF, and (ii) fees, expenses, and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Agreement. The aforementioned taxes, fees, costs, and expenses shall be treated as and included in the costs of administering the QSF and as Settlement Administration Costs. The Parties and the Settlement Administrator shall treat the QSF as coming

into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(e)(ii). The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

4. Class Counsel Award. Defendants agree not to oppose any application or motion by Class Counsel for attorneys' fees of up to the sum of Nine Hundred Twenty-Five Thousand Dollars (\$925,000.00), or approximately one-third (1/3) of the Gross Settlement Amount, and costs incurred by Class Counsel in the amount of up to Thirty Five Thousand Dollars (\$35,000.00.00), which shall be paid from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs, and expenses. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

5. Plaintiffs' Service Awards. Defendants agree not to oppose any application or motion by Plaintiffs for a Service Award of up to Ten Thousand Dollars (\$10,000.00) to each Plaintiff. The Service Award shall be paid from the Gross Settlement Amount and shall be paid in addition to Plaintiffs' Individual Settlement Payment as Participating Class Members. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs reflecting their respective Service Awards. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Service Awards and shall hold Defendants, Defense Counsel, and Class Counsel harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Any portion of the Service Award not awarded to Plaintiffs shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

6. Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, currently estimated at Twenty One Thousand Dollars (\$21,000.00). These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of W-2 and 1099 IRS Forms, establishing a Qualified

Settlement Fund, administering and distributing the Gross Settlement Amount, Service Awards, and Class Counsel Award, and providing necessary reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

7. PAGA Payment. Subject to Court approval, the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000.00) of the Gross Settlement Amount shall be designated for satisfaction of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, *i.e.*, the sum of Seventy-Five Thousand Dollars (\$75,000.00), to the LWDA. The remaining twenty-five percent (25%), *i.e.*, the sum of Twenty-Five Thousand Dollars (\$25,000.00), shall be paid to PAGA Employees in connection with the release of their Released PAGA Claims. Each PAGA Employee will be entitled to a portion of the 25% of the PAGA Payment, calculated in accordance with the number of Workweeks he or she worked during the PAGA Period, in relation to the total number of Workweeks worked by all PAGA Employees during the PAGA Period.

8. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy Individual Settlement Payments to Participating Class Members from the Class in accordance with the terms of this Agreement. The Settlement Administrator will allocate the class portion of the Individual Settlement Payment by dividing the Net Settlement Amount by the total number of Workweeks for the Class Period, resulting in the Net Workweek Value (hereafter, "Net Workweek Value"), and then multiplying the Net Workweek Value by the number of Workweeks worked by each Class Member during the Class Period. Participating Class Members are entitled to 100% of the Net Settlement Amount. Defendants maintain no reversionary right to any portion of the Net Settlement Amount. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payments for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount.

9. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, the Service Awards made to Plaintiffs, as well

as any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which Plaintiffs or any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans/sick day eligibility, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans. The Parties agree that any Individual Settlement Payment or the Class Representative Service Award paid to Participating Class Members or Plaintiffs under the terms of this Agreement do not represent any modification of Participating Class Members' or Plaintiffs' previously credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by Defendants. Further, any Individual Settlement Payments and/or Class Representative Service Awards paid hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by Defendants.

10. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Settlement Administrator shall provide the following services:

- a. Establish and maintain a Qualified Settlement Fund account;
- b. Calculate the amount of the settlement each Class Member and/or PAGA Employee is eligible to receive and applicable withholdings;
- c. Verify the last known address for each Class Member through a generally utilized, national address update database prior to mailing to the Class Members the Notice of Proposed Class Action Settlement ("Class Notice(s)" or "Notice(s)");
- d. Print and mail the Class Notice;
- e. Establish and maintain a toll-free informational telephone support line to assist Class Members who have questions regarding the Class Notice;

1 f. Conduct additional address searches for mailed Class Notices that are
2 returned as undeliverable, and to the extent new and more current addresses are found, also reprint
3 and re-mail the Class Notices accordingly;

4 g. Issue and distribute all payments provided for in this Agreement, including
5 the Individual Settlement Payments;

6 h. Report the payments made pursuant to this Agreement as required on a W-
7 2, Form 1099, and/or other forms, as applicable;

8 i. Calculate Defendants' share of payroll taxes, including FICA and FUTA,
9 on the portion of each Individual Settlement Payment allocated to unpaid wages, and handle
10 payment and reporting;

11 j. Provide declarations and/or other information to the Court as requested; and

12 k. Any other services reasonably required to administer this Settlement.

13 11. Delivery of the Class List and Data. Within fourteen (14) calendar days of
14 Preliminary Approval, Defendants shall provide the Class List and Data to the Settlement
15 Administrator.

16 12. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving
17 the Class List and Data from Defendants, the Settlement Administrator shall mail the Class Notice
18 to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
19 addresses identified in the Class List and Data.

20 13. Confirmation of Contact Information in the Class List and Data. Prior to mailing,
21 the Settlement Administrator shall perform a search based on the National Change of Address
22 Database for information to update and correct for any known address changes.

23 14. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice
24 will provide: (1) information regarding the nature of the Action; (2) a summary of the Settlement's
25 principal terms; (3) the Class definition; (4) the PAGA Employee definition; (5) each Class
26 Member's estimated Individual Settlement Payment and the formula for calculating Individual
27 Settlement Payments, if they do not request to be excluded; (6) the dates that comprise the Class
28 Period and PAGA Period; (7) instructions on how to submit valid Requests for Exclusion or

1 Notices of Objection; (8) the deadlines by which the Class Member must submit a Request for
2 Exclusion or Notice of Objection to the Settlement; (9) the date of the final approval hearing; and
3 (10) the claims to be released. The Class Notice will also inform Class Members that, in order to
4 receive the Individual Settlement Payment, they do not need to do anything except keep the
5 Settlement Administrator apprised of their current mailing address. The Class Notice will also
6 inform PAGA Employees that there is no option to exclude themselves from the PAGA portion of
7 the Settlement. Nothing else shall be required of, or done by, the Parties, Class Counsel, or
8 Defense Counsel to provide notice of the proposed settlement.

9 15. Re-Mailing of Returned Notices. Any Class Notices returned to the Settlement
10 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via
11 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
12 Administrator shall indicate the date of such re-mailing on the Class Notice. If no forwarding
13 address is provided, then the Settlement Administrator shall promptly attempt to determine the
14 correct address using a skip-trace, or other search using the name, address and/or Social Security
15 Number of the Class Member involved and shall perform a re-mailing. If a Class Member's Class
16 Notice is returned to the Settlement Administrator as non-deliverable more than once, then an
17 additional Class Notice shall not be mailed.

18 16. Request for Exclusion Procedures. Any Class Member may opt-out from the class
19 portion of this Settlement by submitting a written Request for Exclusion to the Settlement
20 Administrator postmarked by the Response Deadline. A Request for Exclusion must: (1) contain
21 the name, address, telephone number, and the last four digits of the Social Security Number of the
22 person requesting exclusion; (2) clearly state that the Class Member does not wish to be included
23 in the Settlement; (3) be signed by the Class Member; (4) be returned by mail to the Settlement
24 Administrator at the specified address; and (5) be postmarked on or before the Response Deadline.
25 The date of the postmark shall be the exclusive means to determine whether a Request for
26 Exclusion is timely. By submitting such a Request for Exclusion, a Class Member shall be deemed
27 to have exercised his or her option to opt out of the class portion of this Settlement and not be
28 bound by the release of Released Class Claims. Accordingly, a Class Member who timely submits

1 a valid Request for Exclusion will not be entitled to any payments under the class portion of this
2 Settlement and will not be bound by the terms of the release of Released Class Claims. Any Class
3 Member who fails to submit a valid and timely Request for Exclusion on or before the Response
4 Deadline shall be deemed to be a Participating Class Member, and will be bound by all terms of
5 the Settlement to the fullest extent permissible under applicable law, if the Settlement is granted
6 final approval by the Court. Upon request, the Settlement Administrator shall provide Counsel for
7 Defendants with a complete list of all Class Members who have timely submitted an Exclusion
8 Form.

9 17. To the extent a Class Member may also be an PAGA Employee under this
10 Agreement, there shall be no opt out from the release of Released PAGA Claims during the PAGA
11 Period. All PAGA Employees shall be bound by the release of Released PAGA Claims and receive
12 their portion of the PAGA Payment, regardless of whether they submit a valid Request for
13 Exclusion or whether they cash the Individual Settlement Payment check.

14 18. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
15 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely
16 Request for Exclusion shall be bound by all terms of the Settlement to the fullest extent permissible
17 under applicable law, including those pertaining to the release of Released Class Claims and
18 Released PAGA Claims, as well as any Judgment that may be entered by the Court. All PAGA
19 Employees shall be bound by the release of Released PAGA Claims and receive their portion of
20 the PAGA Payment, regardless of whether they submit a valid Request for Exclusion.

21 19. Objection Procedures. Any Class Member who does not opt-out of this Settlement
22 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must
23 return by mail a written statement of objection to the Settlement Administrator at the specified
24 address by the Response Deadline. The date of the postmark on the Notice of Objection shall be
25 deemed the exclusive means for determining that a Notice of Objection is timely. The Notice of
26 Objection must include: (a) the objector's full name, signature, address, and telephone number; (b)
27 a written statement of the basis for the objection; and (c) any copies of papers, briefs, or documents
28 upon which the objection is based. All Notices of Objection received by the Settlement

1 Administrator will be presented to the Court for consideration, however the Court may, in its
2 discretion, refuse to consider any objections that are not timely. Class Members who submit a
3 Notice of Objection will have the right to appear at the final approval hearing to have their
4 objections heard by the Court, at their own expense. At no time shall any of the Parties or their
5 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
6 Settlement or appeal from the Order and Judgment. Class Counsel shall not represent any Class
7 Members with respect to any such objections to this Settlement. Any Class Member who submits
8 a valid Request for Exclusion shall not be allowed to object to this Settlement.

9 20. Defendants' Right to Rescind. If more than ten percent (10%) of the Class opt out
10 of the Settlement by submitting valid and timely Requests for Exclusion, Defendants have the right
11 to rescind the Parties' Settlement Agreement. The Parties agree that they will not encourage any
12 Class Member to object to the Settlement or opt out. If Defendants exercise the option to rescind,
13 Defendants shall: (a) provide written notice to Class Counsel at least ten (10) business days prior
14 to the final approval hearing, and (b) pay all Settlement Administration Costs incurred by the
15 Settlement Administrator up to the date of Defendants' notice to rescind. In the event the
16 Settlement is terminated, the Parties shall proceed in all respects as if this Agreement had not been
17 executed.

18 21. Settlement Administrator's Reports of Information. The Settlement Administrator
19 shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of
20 Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement
21 Administrator will provide to counsel for both Parties any updated reports regarding the
22 administration of the Settlement as needed or reasonably requested. The Settlement Administrator
23 shall also forward to Parties' counsel and file with the Court any Notices of Objection received
24 immediately upon receipt. Further, if requested by Defense counsel, the Settlement Administrator
25 shall forward any Request for Exclusion to the Parties' counsel so that they can determine whether
26 the Request for Exclusion is valid and timely.

27 22. Distribution Timing of Individual Settlement Payments. Within fourteen (14)
28 calendar days of Defendants' funding the Gross Settlement Amount, the Settlement Administrator

shall issue payments to (1) Participating Class Members; (2) PAGA Employees; (3) the Labor and Workforce Development Agency; (4) Plaintiffs; and (5) Class Counsel. The Settlement Administrator shall also issue a payment to itself for services performed in connection with the Settlement.

23. Uncashed Settlement Payment Checks. Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Employees shall be negotiable for one hundred and eighty (180) days from the date of their issuance. This is a non-reversionary settlement. All Settlement Payment Checks to Class Members and PAGA Employees that remain un-cashed within one hundred eighty (180) days of the mailing by the Settlement Administrator shall be remitted to the Unclaimed Property Fund administered by the California State Controller's Office, in the names of the Participating Class Members and/or PAGA Employees to whom the funds relate. The release of Released Class Claims and Released PAGA Claims is binding and enforceable regardless of whether Participating Class Members and PAGA Employees cash their checks.

24. Non-Liability Regarding Check Payments. Neither Plaintiffs nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks.

25. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator shall provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

26. Administration Costs if Settlement Fails or is Delayed. If a timely Notice of Objection to the Settlement is filed with the Court and delays the final approval hearing by more than 90 days, or if the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall be borne equally by Defendants and Plaintiffs, unless otherwise specified in this Agreement. If after Defendants and Plaintiffs have paid the costs incurred by the Settlement Administrator, the Court grants final approval, the amount paid by Defendants shall be credited toward their obligation to pay the Gross Settlement Amount and the amount paid by Plaintiffs may be recovered as part of Plaintiffs' litigation costs.

1 27. Treatment of Individual Settlement Payments. Twenty percent (20%) of each
2 Individual Settlement Payment disbursed from the Net Settlement Amount shall be allocated as
3 payment for alleged unpaid wages, and the remaining eighty percent (80%) shall be allocated as
4 penalties and interest. One hundred percent (100%) of each Individual Settlement Payment
5 disbursed from the PAGA Payment shall be allocated as civil penalties. The portion allocated to
6 wages shall be reported on an IRS Form W-2, with applicable withholdings, and the portions
7 allocated to interest and penalties shall be reported on an IRS Form-1099. The Service Awards
8 shall be reported on an IRS Form-1099. Defendants shall be solely responsible for the employer
9 portion of the payroll taxes. Defendants make no representation as to the tax treatment or legal
10 effect of the payments called for in this Agreement, and Plaintiffs, Participating Class Members,
11 and PAGA Employees are not relying on any statement, representation, or calculation by
12 Defendants. Plaintiffs, Participating Class Members, and PAGA Employees understand and
13 agree that, except for Defendants' payment of the employer's portion of any payroll taxes, they
14 will be solely responsible for the payment of any taxes and penalties assessed on the payments
15 described herein. Plaintiffs, Participating Class Members, and PAGA Employees shall be solely
16 and legally responsible for correctly characterizing the payments they receive pursuant to this
17 Agreement for tax purposes and for paying any taxes on the amounts received. Notwithstanding
18 the treatment of the payments to each Participating Class Member above, none of the payments
19 called for by this Agreement, including the wage portion, are to be treated as earnings, wages,
20 pay, or compensation for any purpose of any applicable benefit or retirement plan.

21 28. Administration of Taxes by the Settlement Administrator. The Settlement
22 Administrator shall be responsible for issuing to Plaintiffs, Participating Class Members, PAGA
23 Employees, and Class Counsel, 1099 and W-2 forms or other tax forms as may be required by law
24 for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be
25 responsible for forwarding all payroll taxes withheld from the payments issued in this Settlement
26 and the employers' portion of payroll taxes tendered to the Settlement Administrator by
27 Defendants, to the appropriate government authorities.

28 29. Tax Liability. Defendant, Defense Counsel, the Settlement Administrator, and

Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendants, Defense Counsel, Class Counsel, or by the Settlement Administrator in this regard. Plaintiffs agree to assume all risks regarding the tax consequences of any Service Award, other than as stated herein. Plaintiffs, Participating Class Members, and PAGA Employees understand and agree that they will be solely responsible for the payment of any and all taxes and penalties assessed on their respective payments described herein and will defend, indemnify, and hold Defendants, Defense Counsel, Class Counsel, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable penalties/damages.

30. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER

PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

31. 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.

32. Release of Claims by Plaintiffs. As a condition to obtaining the Service Award provided for herein, Plaintiffs agree to a general release of any and all claims against the Released Parties, including but not limiting any and all claims which in any way relate to his or her employment with Defendants, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the operative complaints of the Action or not, including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, the California Labor Code, or any Industrial Welfare Commission Wage Order – now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof. Plaintiffs further expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides:

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

33. Release of Class Claims. Upon the Effective Date, Plaintiffs and Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, to the fullest extent possible, the Released Parties from the Released

1 Class Claims.

2 34. Release of PAGA Claims. Upon the Effective Date, Plaintiffs, PAGA Employees,
3 and the LWDA shall be deemed to have released the Released Parties from the Released PAGA
4 Claims.

5 35. Nullification of Settlement. In the event that the Settlement does not become final
6 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be
7 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall
8 likewise be treated as void from the beginning.

9 36. Disputes Regarding Individual Settlement Payments. In the event that Class
10 Members have a dispute as to the data provided by the Defendants, Class Members will have the
11 opportunity to provide documentation and/or an explanation. A challenge must be faxed or
12 postmarked no later than the Response Deadline, unless extended because of re-mailing of the
13 Notice of Settlement as set forth in Paragraph C.15. Absent evidence rebutting Defendants'
14 records, Defendants' records shall be presumed determinative. The Settlement Administrator shall
15 inform counsel for all Parties in writing of any timely-filed challenges, and shall investigate any
16 challenges, including by consulting Defendants and Defense Counsel. The Settlement
17 Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement
18 Payments under the terms of this Agreement, and that determination shall be binding. These
19 decisions will be final and non-appealable by Class Members.

20 37. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
21 Settlement Administrator concerning the administration of the Settlement will be resolved by the
22 Court under the laws of the State of California. Prior to any such involvement of the Court, counsel
23 for the Parties will confer in good faith to resolve the disputes without the necessity of involving
24 the Court.

25 38. Preliminary Approval Hearing. Following review and approval by Defense
26 Counsel, Plaintiffs shall obtain a hearing before the Court to request the Preliminary Approval of
27 the Settlement, and the entry of a Preliminary Approval Order:

28 a. Conditionally certifying the Class for settlement purposes only;

- 1 b. Preliminarily approving the Agreement under the legal standards relating to
2 the preliminary approval of class action settlements;
- 3 c. Approving the form of the Class Notice (attached to this Agreement as
4 **Exhibit A**), and finding that the proposed method of disseminating the
5 Class Notice is the best notice practicable under the circumstances;
- 6 d. Approving CPT Group as the Settlement Administrator;
- 7 e. Establishing the procedures and the deadline by which Class Members may
8 exclude themselves from or assert objections to the Settlement;
- 9 f. Setting a date for the Final Approval Hearing;
- 10 g. Setting a date that is approximately five (5) court days before the date of the
11 Final Approval Hearing by which the Parties must file their respective
12 responses to any objections to the Settlement that were filed by Participating
13 Class Members on or before the Response Deadline; and
- 14 h. Providing that, pending the Court's final determination of whether the
15 proposed Agreement will be approved, and in aid of the Court's jurisdiction
16 and to prevent a multiplicity of lawsuits, Plaintiffs and all Participating
17 Class Members, and anyone acting on their behalf (including, but not
18 limited to, attorneys, representatives, and agents of any Participating Class
19 Member), except those Class Members who timely submit a valid Exclusion
20 Form, are barred and enjoined from instituting, commencing, or continuing
21 to prosecute, directly or indirectly, as an individual or collectively,
22 representatively, derivatively, or on behalf of himself or herself, or in any
23 other capacity of any kind whatsoever, any action in this Court, any other
24 court, or any arbitration or mediation proceeding or any other similar
25 proceeding, any claims that are Released Class Claims or Released PaGA
26 Claims that would be released and discharged upon final approval of the
27 Agreement against any Released Party, except as the Court may further
28 order upon application of a Participating Class Member and notice to all

Parties.

39. Settlement Administrator. The Parties agree that the Settlement Administrator shall have the authority to mail the Class Notice, create and administer the QSF and Gross Settlement Amount, process Requests for Exclusion form, and disburse sums from the Gross Settlement Amount. The Settlement Administrator must have adequate security to protect the privacy rights of the employees about whom it is receiving information, and to protect the QSF, and must memorialize this in a contract that meets with the approval of the Parties and the Court.

40. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit Requests for Exclusion or Notices of Objection to the Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval of the Settlement along with the amounts properly payable for: (i) Individual Settlement Payments; (ii) the PAGA Payment (including payment to the LWDA and PAGA Employees); (iii) the Class Counsel Award; (iv) the Plaintiffs' Service Awards; and (v) Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval and Defense Counsel will review and approve the documents before filing. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval Hearing.

41. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment pursuant to California Rule of Court 3.769 and consistent with the terms of this Agreement. The Parties hereto shall request that, after entry of the Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

42. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

43. Confidentiality. The Parties and their counsel agree that they will not issue any

1 press releases, initiate any contact with the press, respond to any press inquiry, or have any
2 communication with the press about the fact, amount, or terms of the Settlement. In addition, the
3 Parties and their counsel agree that they will not engage in any advertising or distribute any
4 marketing materials relating to the Settlement, including, but not limited to, any postings on any
5 websites maintained by Class Counsel. Any communication about the Settlement to Class
6 Members prior to the Court-approved mailing will be limited to a statement that a settlement has
7 been reached and the details will be communicated in a forthcoming Court-approved notice.
8 Notwithstanding anything to the contrary in this paragraph or elsewhere in this Agreement,
9 Defendants shall be permitted to make such disclosures regarding this case and settlement as it
10 deems necessary or appropriate for purposes of corporate reporting and/or complying with any
11 applicable laws, including without limitation, any securities laws and rules of any stock exchange
12 on which shares are traded.

13 44. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety
14 of the Parties' Settlement terms. No other prior or contemporaneous written or oral negotiations
15 or agreements may be deemed binding on the Parties.

16 45. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a
17 dispute with regard to the language of the Agreement, the Parties agree to informally resolve the
18 dispute by engaging the Hon. Carl West (Ret.) to mediate such dispute.

19 46. Amendment or Modification. This Agreement may be amended or modified only
20 by a written instrument signed by the Parties or their successors-in-interest.

21 47. Authorization to Enter Into Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate this
23 Agreement and to take all appropriate actions required or permitted to be taken by the Parties
24 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
25 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
26 other and use good-faith efforts to effect the implementation of intended terms and provisions of
27 the Settlement. If the Parties are unable to reach agreement on the form or content of any document
28 needed to implement the Settlement, or on any supplemental provisions that may become

necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Hon. Carl West (Ret.) to resolve such disagreement.

48. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

49. California Law Governs. All terms of this Agreement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

50. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, shall be deemed to be one and the same instrument.

51. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's length negotiations, mediation, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

52. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no way affect any other provision if Defendants and Class Counsel, on behalf of the Parties and the Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

53. Waiver of Certain Appeals. The Parties agree to waive appeals, other than those relating to any sustained objection(s).

54. Class Action Certification. The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class for

trial or any other purpose is appropriate or proper or that Plaintiffs or any Class Member can establish any of the requisite elements for class treatment of any of the claims in the Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties will be restored to their respective positions in the lawsuit as if they had not entered into this Agreement. The Parties further agree that this Agreement, the final stipulation of Settlement, or any documents or orders issued related to this Settlement will not be admissible, other than according to the Settlement's terms, in this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii) Defendants are liable to Plaintiffs or any Class Member.

55. Non-Admission of Liability. Defendants deny all of the claims and contentions that the Plaintiffs allege in the Action and have asserted numerous defenses to liability, class certification, and damages. Defendants do not, by this Settlement Agreement or otherwise, admit any liability or wrongdoing of any kind. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; or engaged in any other unlawful conduct with respect to their employees or otherwise. Defendants have determined that it is desirable and beneficial to them that this Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law, regulation, or legal requirement. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission of any nature on the part of Defendants, or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law. The terms of this Paragraph C.55 shall be given the broadest interpretation necessary to effectuate its terms. If Final Approval does not occur, the Parties agree

1 that this Agreement is void, but remains protected by California Evidence Code § 1152.

2 56. Captions. The captions and section numbers in this Agreement are inserted for the
3 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
4 provisions of this Agreement.

5 57. Waiver. No waiver of any condition or covenant contained in this Agreement or
6 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or
7 constitute a further waiver by such party of the same or any other condition, covenant, right, or
8 remedy.

9 58. Enforcement Actions. In the event that one or more of the Parties institutes any
10 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
11 Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party or
12 Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys'
13 fees and costs, incurred in connection with any enforcement action.

14 59. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
15 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly
16 against one Party than another merely by virtue of the fact that it may have been prepared by
17 counsel for one of the Parties, it being recognized that, because of the arm's length negotiations
18 between the Parties, all Parties have contributed to the preparation of this Agreement.

19 60. Representation by Counsel. The Parties acknowledge that they have been
20 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
21 and that this Agreement has been executed with the consent and advice of counsel. Further,
22 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

23 61. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in
24 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
25 this Agreement.

26 62. Binding Agreement. The Parties warrant that they understand and have full
27 authority to enter into this Agreement, and further intend that this Agreement shall be fully
28 enforceable and binding on all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and Representative Action Settlement and Release between the Parties as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

DATED: 020924

PLAINTIFF TAMARA SUVOROVA

DocuSigned by:
Tamara Suvorova
C28FDF170C7442B...
Plaintiff Tamara Suvorova

DATED: Andy Echeverria

PLAINTIFF ANDY ECHEVERRIA PALOMO

DocuSigned by:
[Signature]
03AABDEDD4154A9...
Plaintiff Andy Echeverria Palomo

DATED: 02/09/2024

PLAINTIFF DAVID SCOTT

David Scott
28D6B951AF8F1EC7FBEC39D4F9CA3856 readysign
Plaintiff David Scott

DATED:

DEFENDANT VKS MURRIETA LIMITED PARTNERHIPS

Please Print Name of Authorized Signatory

DATED:

DEFENDANT CONCORD WEST AUTOMOTIVE COMPANY

Please Print Name of Authorized Signatory

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Class and Representative Action Settlement and Release between the Parties
3 as of the date(s) set forth below:

4 **SIGNATURES**

5 **READ CAREFULLY BEFORE SIGNING**

6
7 DATED: _____

PLAINTIFF TAMARA SUVOROVA

8 _____
9 Plaintiff Tamara Suvorova

10 DATED: _____

PLAINTIFF ANDY ECHEVERRIA PALOMO

11 _____
12 Plaintiff Andy Echeverria Palomo

13 DATED: _____

PLAINTIFF DAVID SCOTT

14 _____
15 Plaintiff David Scott

16 DATED: 2/23/24

**DEFENDANT VKS MURRIETA LIMITED
PARTNERHIPS**

17 _____
18 *Julie Swicegood*
19 *Julie Swicegood*
20 _____
21 Please Print Name of Authorized Signatory

22 DATED: 2/23/24

**DEFENDANT CONCORD WEST
AUTOMOTIVE COMPANY**

23 _____
24 *Julie Swicegood*
25 *Julie Swicegood*
26 _____
27 Please Print Name of Authorized Signatory

1 DATED:

2 2/23/24

3 **DEFENDANT PLEASANTON**
4 **AUTOMOTIVE COMPANY**

5 Julie Swicegood
6 Julie Swicegood

7 Please Print Name of Authorized Signatory

8 DATED:

9 2/23/24

10 **DEFENDANT EAST BAY AUTOMOTIVE**
11 **COMPANY**

12 Julie Swicegood
13 Julie Swicegood

14 Please Print Name of Authorized Signatory

15 DATED:

16 2/23/24

17 **DEFENDANT LOP AUTOMOTIVE**
18 **COMPANY LIMITED PARTNERSHIP**

19 Julie Swicegood
20 Julie Swicegood

21 Please Print Name of Authorized Signatory

22 DATED:

23 2/23/24

24 **DEFENDANT EL CERRITO AUTOMOTIVE**
25 **COMPANY**

26 Julie Swicegood
27 Julie Swicegood

28 Please Print Name of Authorized Signatory

DATED:

2/23/24

DEFENDANT MURRIETA AUTOMOTIVE
COMPANY

Julie Swicegood
Julie Swicegood

Please Print Name of Authorized Signatory

1 DATED: 2/23/24

2 DEFENDANT HENDRICK CO
3 AUTOMOTIVE, LLC

4 Julie Swicegood
5 Julie Swicegood
6 Please Print Name of Authorized Signatory

7 **APPROVED AS TO FORM**

8 DATED: _____

9 **DIVERSITY LAW GROUP, P.C.**

10 _____
11 Larry W. Lee
12 Kristen M. Agnew
13 Nicholas Rosenthal
14 Attorneys for Plaintiffs Tamara Suvorova and Andy
15 Echeverria Palomo

16 DATED: _____

17 **POTTER HANDY LLP**

18 _____
19 Mark D. Potter
20 James M. Treglio
21 Attorneys for Plaintiff David Scott

22 DATED: 2/23/2024

23 **O'HAGAN MEYER LLP**

24 Julie
25 _____
26 Soojin Kang
27 Alison Korgan
28 Attorneys for Defendants VKS Murrieta Limited
Partnership, Concord West Automotive Company,
Pleasanton Automotive Company, East Bay
Automotive Company, LOP Automotive Company
Limited Partnership, El Cerrito Automotive
Company, Murrieta Automotive Company, and
Hendrick Co Automotive, LLC

1 DATED: _____

**DEFENDANT HENDRICK CO
AUTOMOTIVE, LLC**

Please Print Name of Authorized Signatory

6 **APPROVED AS TO FORM**

8 DATED: February 21, 2024

DIVERSITY LAW GROUP, P.C.

Larry W. Lee
Kristen M. Agnew
Nicholas Rosenthal
Attorneys for Plaintiffs Tamara Suvorova and Andy
Echeverria Palomo

14 DATED: 02/08/2024

POTTER HANDY LLP

James M. Treglio
E66D4686FB3D25DD70C737C7645D4A67

readysign

Mark D. Potter
James M. Treglio
Attorneys for Plaintiff David Scott

19 DATED: _____

O'HAGAN MEYER LLP

Soojin Kang
Alison Korgan
Attorneys for Defendants VKS Murrieta Limited
Partnership, Concord West Automotive Company,
Pleasanton Automotive Company, East Bay
Automotive Company, LOP Automotive Company
Limited Partnership, El Cerrito Automotive
Company, Murrieta Automotive Company, and
Hendrick Co Automotive, LLC

EXHIBIT A

Suvorova v. VKS Murrieta Limited Partnership
Superior Court of California, County of San Bernardino (Case No. CIVSB2203870)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER NON-EXEMPT EMPLOYEE OF VKS MURRIETA LIMITED PARTNERSHIP, CONCORD WEST AUTOMOTIVE COMPANY, PLEASANTON AUTOMOTIVE COMPANY, EAST BAY AUTOMOTIVE COMPANY, LOP AUTOMOTIVE COMPANY LIMITED PARTNERSHIP, EL CERRITO AUTOMOTIVE COMPANY, MURRIETA AUTOMOTIVE COMPANY, OR HENDRICK CO AUTOMOTIVE, LLC IN THE STATE OF CALIFORNIA AND ARE OR WERE EMPLOYED AT ANY TIME FROM DECEMBER 13, 2018, THROUGH NOVEMBER 10, 2023, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.

The San Bernardino County Superior Court (“Court”) authorized this Notice to be sent by CPT Group (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

The Court has granted preliminary approval of the proposed Settlement. You should not construe the Court’s preliminary approval of the proposed Settlement as an admission of liability on behalf of any of the Defendants. Defendants deny each of the claims and contentions alleged by Plaintiffs in the action and maintain that they complied with all California Labor Code and Wage Order requirements.

DEFENDANTS CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

«BarcodeString»
SIMID «SIMID»

ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY
\$«MERGED_EstSettAmnt_CALC»
THROUGH THIS CLASS ACTION
SETTLEMENT**

- Tamara Suvorova, Andy Echeverria Palomo, and David Scott (“Named Plaintiffs”) have sued VKS Murrieta Limited Partnership, Concord West Automotive Company, Pleasanton Automotive Company, East Bay Automotive Company, LOP Automotive Company Limited Partnership, El Cerrito Automotive Company, Murrieta Automotive Company, and Hendrick Co Automotive, LLC (“Defendants”) on behalf of themselves and all other similarly situated employees.
- Defendants expressly deny all the claims and allegations as to liability, damages, and restitution asserted by Named Plaintiffs. Defendants deny that they have done anything wrong. Defendants maintain that they complied with all necessary California Labor Code and Wage Order requirements. Defendants deny that they owe Settlement Class members any wages, restitution, penalties, or other damages or amounts.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Defendants separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: [REDACTED], 2024)	If you ask to be excluded from the settlement, you will get no payment from the class settlement, but you will keep any right to sue Defendants separately for the same legal claims made in this lawsuit. Your exclusion request shall not apply to the portion of the Settlement related to the Released PAGA Claims. See Sections 10 and 11 for more information. Important: You cannot ask to be excluded <u>and</u> still get a class settlement payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: [REDACTED], 2024)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What Is This Lawsuit About?

In the lawsuit, the Named Plaintiffs allege that Defendants failed to provide off-duty meal and rest breaks, failed to reimburse employees for work-related expenses, failed to pay all wages owed upon separation of employment, and failed to provide accurate itemized wage statements to their employees. The Named Plaintiffs seek on behalf of all similarly situated current and former employees all unpaid wages, unpaid meal and rest period premiums, unpaid business expenses, and related statutory and civil penalties under California law.

Defendants expressly deny all the claims and allegations in the lawsuit and deny that they have engaged in any wrongdoing. Defendants assert that they complied with all legal requirements and necessary California Labor Code and Wage Order requirements. Defendants deny that they owe Settlement Class members any wages, restitution, penalties, or other damages or amounts. Nonetheless, Defendants have taken into account the

uncertainty and risks inherent in any litigation, particularly on a class-wide basis, and have concluded that to continue the Action would be protracted and expensive. Accordingly, Defendants are resolving this action in order to avoid the costs of further legal proceedings.

3. Why Is This A Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Tamara Suvorova, Andy Echeverria Palomo, and David Scott), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The San Bernardino County Superior Court is in charge of the case. The lawsuit is known as *Suvorova v. VKS Murrieta Limited Partnership*, Case No. CIVSB2203870.

4. Why Is There A Settlement?

The Court did not decide in favor of Named Plaintiffs or Defendants. Named Plaintiffs think they could have won at trial. Defendants think that they would have won at trial. But there was no trial. Instead, both parties hired an experienced, neutral mediator Judge Carl West (Ret.), to resolve the Action by negotiating to end the case by agreement, rather than continuing the expensive and time-consuming process of litigation. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representatives and the attorneys think the settlement is best for class members. Among the reasons for support are the numerous defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

5. How Do I Know If I Am Part Of The Settlement?

The Court has decided that all current and former non-exempt employees who are or previously were employed by Defendants in the State of California during the Class Period (December 13, 2018, to November 10, 2023) are class members.

6. What Does The Settlement Provide?

The proposed settlement provides for a payment by Defendants of \$2,775,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement administration costs of approximately **\$21,000.00**; (b) individual Service Awards to the Named Plaintiffs in an amount not to exceed \$10,000.00 each (collectively, \$30,000.00) for their work and effort in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$925,000.00; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed **\$35,000.00**; and (f) payment of PAGA penalties to the Labor and Workforce Development Agency and PAGA Employees in the amount of \$100,000.00. **Class Counsel’s attorneys’ fees and costs, Named Plaintiffs’ Service Awards, and the payment of PAGA penalties remain subject to Court approval.**

No portion of the Net Settlement Amount will be returned to Defendants under any circumstances.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of workweeks you worked for

Defendants during the Class Period (and PAGA Period, if applicable), as compared to the total number of workweeks worked by all class members during that same period. Based upon Defendants' records, the number of workweeks you worked is determined to be **. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you dispute the number of workweeks worked listed above, see below (Question 9).

8. How Do I Get A Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within about sixty days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court. Please notify the Settlement Administrator of any address change (if any).

9. What If I Believe The Information Is Inaccurate?

If you believe the number of workweeks you worked during the Class Period is inaccurate, you may dispute it by sending a letter to [REDACTED] [ADMINISTRATOR'S ADDRESS] no later than [REDACTED], 2024. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up To Receive A Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants for any legal claims arising during the Class Period that are based on the facts alleged by Named Plaintiffs in the lawsuit, or any claims that could have been brought under the facts and allegations made in the lawsuit. Specifically, you will be giving up or "releasing" the claims described below:

[A]ny and all claims, rights, demands, liabilities, and causes of action of any kind, which were or could have been raised in the Action based on the facts alleged in the operative Second Amended Complaint, that arose during the Class Period, including but not limited to claims based on violation of Labor Code §§ 201-203, 226, 226.3, 226.7, 512, and 2802, and Business and Professions Code § 17200, *et seq.*, and any related damages, penalties, restitution, equitable relief, disgorgement, interest, or attorneys' fees ("**Released Class Claims**").

The Class Period is December 13, 2018, to November 10, 2023.

In addition, if you are a PAGA Employee, you will provide the following release:

[A]ll claims for civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et seq.*, based on violation of Labor Code §§ 201-203, 226, 226.3, 226.7, 512, and 2802, that arose during the PAGA Period ("**Released PAGA Claims**").

PAGA Employees are all current and former non-exempt employees who are or previously were employed by Defendants in the State of California during the PAGA Period. The PAGA Period is December 16, 2019, to November 10, 2023.

11. How Do I Exclude Myself From The Settlement?

To exclude yourself from the settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Suvorova v. VKS Murrieta Limited Partnership* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than [REDACTED], 2024, to the Settlement Administrator at [REDACTED].

If you submit a timely and valid “opt-out” request, you will no longer be a member of the class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendants in the future for the same legal claims made in this lawsuit, at your own expense.

If you are both a class member and a PAGA Employee, you may not exclude yourself from the Released PAGA Claims regardless of whether you submit a valid “opt-out” request.

PAGA claims are brought on behalf of the State of California by an employee who has been given permission by the State of California to litigate on its behalf. Any settlement of PAGA claims, once approved, is binding on the State and forecloses future lawsuits by the State (or other employees acting on its behalf) that seek PAGA civil penalties for the settled alleged violations. Thus, because the claim for PAGA civil penalties belongs to the State and not individual employees, there is no mechanism for employees to exclude themselves from the settlement of the Released PAGA Claims. If you exclude yourself now you will not receive your class settlement payment and you will not give up the Released Claims. But, even if you exclude yourself, you may still receive a portion of the PAGA Payment (see Section 10 for eligibility) and be bound by the Released PAGA Claims.

12. If I Don’t Exclude Myself, Can I Sue Defendants Or Receive Money From The Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendants for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendants, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is [REDACTED], 2024.

If you exclude yourself from the Settlement, you will not receive any money from the settlement of the class action claims in this matter.

13. How Do I Tell The Court That I Don’t Believe That The Settlement Is Fair?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing. All written objections must be signed by you and must include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. Any objections should be mailed to the Settlement Administrator at [REDACTED] and be postmarked no later than [REDACTED].

_____, 2024. All objections received will be presented to the Court for consideration. However, the Court may, in its discretion, refuse to consider any objections that are not timely.

Upon the submission of your objection, you may also appear at the final approval hearing for the settlement (see Section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense.

14. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

15. Do I Have A Lawyer In This Case?

The Court decided that the law firms of Diversity Law Group, P.C. and Potter Handy LLP, which represent the Named Plaintiffs, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiffs and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$925,000.00 in attorneys' fees and for litigation costs incurred up to a maximum of \$_____,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see Section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, service awards for the Named Plaintiffs in an amount up to \$10,000.00 each (collectively, \$30,000.00) will be paid from the Gross Settlement Amount for their work and effort in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice Of Hearing On Final Approval And Objections To Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Joseph Ortiz on _____, 2024, at _____ a.m., in Department S-17 of the Superior Court of California for the County of San Bernardino, located at 247 West 3rd Street, San Bernardino, California 92415, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendants, and all class members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

The addresses for the Court and Class Counsel are as follows:

COURT
Clerk of Court San Bernardino County Superior Court 247 West 3rd Street San Bernardino, CA 92415

CLASS COUNSEL	CLASS COUNSEL (cont'd)
DIVERSITY LAW GROUP, P.C. Larry W. Lee Kristen M. Agnew Nicholas Rosenthal 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554 lwlee@diversitylaw.com kagnew@diversitylaw.com nrosenthal@diversitylaw.com	POTTER HANDY LLP Mark D. Potter James M. Treglio 100 Pine St., Ste 1250 San Francisco, CA 94111 (858) 375-7385 Fax: (888) 422-5191 mark@potterhandy.com jimt@potterhandy.com

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Suvorova v. VKS Murrieta Limited Partnership
c/o CPT Group
Address
City, CA, Zip
Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

EXHIBIT B



POTTER HANDY, LLP

A Law Firm

100 Pine St., Ste 1250
San Francisco, CA 94111

Jim Treglio, Esq.
JimT@potterhandy.com
Phone: (858) 375-7385
Fax: (888) 422-5191

James M. Treglio, Head of Class Action Division

Practice Areas: Consumer Class Actions, False Advertising, Unfair Competition, Wage and Hour Litigation, Background Check Cases, Data Breaches, Unlawful Recordings, Confidentiality of Medical Information Act, PAGA Representative Actions, Housing Discrimination

Admitted: 2003, California

Biography: Staff Attorney, Fair Housing Council of San Diego, 2003 – 2006, Associate, Clark & Markham LLP, 2006 to 2012, Associate Clark Law Firm 2012-2015, Partner, Clark & Treglio, 2015-2016, Associate, Keegan & Baker, LLP 2016-2018, Associate, Melmed Law Firm, P.C., 2018-2019, Head Attorney, Class Action Division, Potter Handy, LLP, ; Lecturer – Fair Housing Laws and Litigation Conference 2006.

Education: College of William and Mary (B.A., 1998), University of San Diego (J.D. 2003)

Reported Cases: *Steroid Hormone Product Cases*, 181 Cal.App.4th 145 (2010); *Mendoza v. Nordstrom, Inc.*, 2 Cal.5th 1074 (2017); *James Cunha v. Intellicheck, LLC, et al.*, 254 F.Supp.3d 1124 (N.D. Cal. 2017); *Brinkley v. Monterey Financial Services, Inc.* 873 F.3d 1118 (9th Cir. 2017).

Class Action Experience

Aguilera v. Eagle Systems International, d/b/a Synergy Companies (Lead) - Settled
Alameda County Superior Court, Case No. RG14742927

Nature of the Case: Unfair Competition- Failure to Pay Wages, Failure to Pay Overtime Compensation, Failure to Reimburse for Business Expenses, Failure to Provide Waiting Time Penalties, Failure to Provide Meal and Rest Breaks, Unfair Competition

Alvarado v. Lewis Operating Co. (Co-Counsel) - In Litigation
Sacramento Superior Court, Case No. 34-2014-00159707

Nature of the Case: Unfair Competition- Failure to Pay Wages Owed, Unfair Competition, PAGA

Anderson v. Oracle Corporation (Co-counsel) – Settled
San Mateo Superior Court, Case No. CIV469916

Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Andreas v. Lowe's HIW, Inc. (Lead associate) – Settled
United States District Court for the District of Nevada, Case No. 3:07-CV-253
Nature of the Case: Unpaid Overtime

In Re Androstendiol Cases (lead associate) – Settled
Los Angeles Superior Court, JCCP 4363,
Nature of the Case: Unfair Competition-: Deceptive Advertising, CLRA, Unfair Competition Law

Arellano v. Kellermeyer (lead) - Settled
United States District Court for the Southern District of California, Case No. No. 13-cv-00533-BAS (BGS)
Nature of the Case: Unfair Competition- Unpaid Overtime, Meal and Rest Breaks, Failure to Itemize Wage Statements, Waiting Time Penalties

Bello v. Proctor & Gamble (lead) - Settled
United States District Court for the Central District of California, Case No. 8:12-cv-01583
Nature of Case: Unfair Competition, Unpaid Meal and Rest Breaks, Failure to Reimburse Business Expenses

Bennie v. Lowe's HIW, Inc. (Lead) – Settled
United States District Court for the Central District of California, SACV08-00576 DOC
Nature of the Case: Unfair Competition – Failure to Provide a Day of Rest

Bloomquist v. Covance, Inc. (Associate) – In Litigation
San Diego Superior Court, Case No. 37-2016-00026455-CU-OE-CTL
Nature of Case: Misclassification of clinical research associates, unpaid overtime, missed meal and rest periods, unitemized wage statements

Brinkley v. Monterey Financial Services, Inc. – In Litigation
United States District Court, Southern District of California, Case No. 16-cv-1103-WQH-WVG
Nature of Case: Unlawful recording of phone calls

Bulisco v. Mosaic Solutions (Associate) - Settled
Orange County Superior Court, Case No. 30-2011-00047600-CU-OE-CXC
Nature of the Case: Unfair Competition- Failure to Pay Wages Owed, Provide Meal and Rest Breaks, Failure to Itemize Wage Statements, Failure to Reimburse for Business Expenses, Split Shifts, Timely Pay Upon Termination.

Cunha, et al., v. Intellicheck, et al. (Lead Associate) - Settled
United States District Court, Northern District of California, Case No.17-cv-00597-JST
Nature of Case: FCRA Violations connected with background checks.

Cohen v. Lowes HIW, Inc. (Lead Associate) - Settled

United States District Court, Central District of California, SACV 10-00425-CJC
(MLGx)

Nature of Case: Unfair Competition- Failure to Itemize Wage Statements, Unlawful Deductions

Cones v. Parexel International Corporation (Lead Associate) -- Settled

United States District Court, Southern District of California, Case No. 16cv3084 L (BGS)

Nature of Case: Unfair Competition: misclassification as salaried employees, overtime, meal periods, rest periods, wage statements.

Connell v. Sun Microsystems, Inc. (Co-Counsel) – Settled

Alameda Superior Court, RG06252310

Nature of Case: Unfair Competition – Unpaid overtime related to misclassification as salaried employees, unpaid overtime, meal periods, rest periods, etc.

Contreras v. Bank of America, N.A., (Lead Associate) - Settled

San Francisco Superior Court, Case No. CGC-07-467749

Nature of Case: Unfair Competition- Failure to Pay Overtime, Unreimbursed Business Expenses

Corona v. Airtouch Wireless d/b/a Verizon Wireless (Lead) - Settled

Los Angeles Superior Court, Case No. BC467679

Nature of the Case: Unfair Competition, Unpaid Wages and Vacation Time

Cota v. Countrywide Securities, et al. (Lead Associate) – Settled

Los Angeles County Superior Court, BC388005

Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Decarr v. Harvest Management (Associate) - Settled

Santa Clara Superior Court, Case No. 109CV153466

Nature of Case: Unfair Competition- Unpaid Overtime and Meal And Rest Breaks

Del Valle v. LA Fitness (Lead Associate) - Settled

Los Angeles Superior Court, Case No. BC438654

Nature of Case: Unfair Competition- Failure to Pay Overtime, Meal and Rest Breaks, Reimburse Expenses, Split Shifts

Estrella v. Freedom Debt Relief (Associate) – Settled

United States District Court for the Central District of California, Case No. CV 09–03156
SI

Nature of Case: Unfair Competition – Unlawful Business Practices

Evans v. Walmart (Co-Counsel)- Settled

United States District Court, District of Nevada, Case No. 2:10-CV-1224-JCM-JCL

Nature of Case: Unfair Competition- Failure to Pay Overtime

Fjeld v. Penske (Lead) - Settled

United States District Court for the Central District of California, Case No. CV 12–3500–GHK (JCGx).

Nature of the Case: Unfair Competition- Unpaid Wages, Overtime, Meal and Rest Breaks, and to Itemize Pay

Fontes v. Heritage Propane (Lead) - Settled

United States District Court, Southern District of California, Case No.: 14cv1413-MMA (NLS): 14cv1413-MMA (NLS)

Nature of the Case: False Advertising, Unfair Competition

Friedlander v. Hot Topic (Lead) -Settled

Los Angeles Superior Court, Case No. BC520319

Nature of the Case: Failure to Reimburse Business Expenses, Failure to Provide Meal and Rest Periods, Failure to Pay Overtime, Unfair Competition

Fuzell v. Hallmark Marketing Corporation (Co-Counsel) – Settled

United States District Court, Central District of California, Case No. CV08-04342 VBF (Ex)

Nature of Case: Unfair Competition – Unpaid time, Unreimbursed Expenses

Gandara v. Nestle Purina (Co-Counsel) - Settled

United States District Court, Northern District of Illinois, Case No. 1:12-cv-02871

Nature of the Case: Unfair Competition, Consumers Legal Remedies Act

Gutierrez v. Johnson & Johnson (Lead) – In Litigation

United States District Court, Southern District of California, Case No. 3:19-cv-01345-DMS-AGS

Nature of Case: Unfair competition, false advertising, CLRA.

Gruender v. First American Title Company (Lead Associate) – Settled

Orange County Superior Court, Case No. 06CC00197

Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Guy v. Toys R Us, Inc., et al., (Lead Associate) – In Bankruptcy

United States District Court, Southern District of California, Case No.: 16-CV-2224-AJB-JMA

Nature of Case: Unreimbursed business expenses, unpaid vacation time upon termination, unfair competition, PAGA.

Harrington v. Professional Security Consultants (Lead) -Settled

Los Angeles Superior Court, BC538101

Nature of the Case: Failure to Pay Wages Owed, Unfair Competition, PAGA

Hill v. Chicos, Inc., (Lead) - Settled

San Mateo Superior Court, Case No. CIV 522758

Nature of Case: Unfair Competition- Failure to Reimburse Business Expenses

Johnson v. Metlife (Co-Counsel)- Settled

United States District Court, for the Central District of California, Case No. SACV 13-128-JLS (RNBx)

Nature of the Case: Unfair Competition, Unpaid Wages, Overtime, Meal and Rest Breaks

Jones v. Wal-Mart (Co-Counsel)- Settled

United States District Court, Central District of California, Case No. SACV 13-128-JLS (RNBx).

Nature of the Case: Unfair Competition, Failure to Pay Wages Owed, Overtime, and to Itemize Pay Statements

Lizarraga v. CBC Restaurant Corp. (Lead Associate) - Settled

Orange County Superior Court, Case No. 30-2008-00233464

Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Mendoza v. Nordstrom (Lead) - Settled

United States District Court, Central District of California, Case No.: SACV 10-00109-CJC(MLGx)

Nature of Case: Unfair Competition- Working 7 or More Consecutive Days, Split Shifts

Miller v. RP On-Site, LLC, et al. (Lead) – In Litigation

United States District Court, Northern District of California, Case No.5:19-cv-02114-LHK

Nature of Case: Unfair Competition – Background Checks

Miller v. Wellpoint Companies, Inc. (Associate) – Settled

United State District Court, Central District of California, Case No. 09-5666 GW (RCX)

Nature of Case: Payment by way of out-of-state checks.

Minor v. Barnes & Noble, Inc. (Lead Associate) - Settled

Alameda County Superior Court, Case No. RG09450216

Nature of Case: Unfair Competition- PAGA Claim for Paying With Out of State Check

Mitre v. Smart & Final (Lead) - Settled

Santa Clara Superior Court, Case No. 113CV241954

Nature of the Case: Unfair Competition, Failure to Reimburse Business Expenses

Murry v. Kellogg Sales Company (Lead) - Settled

Los Angeles Superior Court, Case No. BC411211

Nature of Case: Unfair Competition- Misclassification, Certified for Unitemized Wage Statements

Owen v. Robinson's May (Lead Associate) – Settled
Los Angeles County Superior Court, Case No. BC355629
Nature of the Case: Unfair Competition – Failure to Pay Vacation Accrued

Padilla v. Kraft Foods Global, Inc., (Lead Associate) – Settled
Orange County Superior Court, 07CC00009
Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Pearce v. SBC Advanced Solutions, Inc., (Lead Associate) – Settled
United States District Court, Central District of California Case No. 8:07-cv-00450
Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Ramirez v. Wells Fargo N.A., (Co-Counsel)-Settled
Alameda County Superior Court, Case No. RG1046146
Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks, Off the Clock

Richie v. Blue Shield (Lead) - Settled
United States District Court, Northern District of California, Case No. C-13-2693
Nature of the Case: Failure to Reimburse Business Expenses, Failure to Pay Overtime Compensation, Unfair Competition

Rondone v. Orchard Supply Hardware Stores Corporation (Associate) - Settled
Santa Clara Superior Court, Case No. 110CV164041
Nature of Case: Unfair Competition- Failure to Pay Overtime and Meal and Rest Breaks

Rose v. Lincare, Inc., (Co-Counsel) - Settled
San Francisco Superior Court, Case No. CGC07-465052
Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Rosenloev v. 24 Hour Fitness (Lead) - Settled
Orange County Superior Court, Case No. 30–2009–00180140
Nature of Case: Unfair Competition- Split Shifts, Commission Theft, Failure to pay Missed Meal, Periods, Off the Clock

Santana, et al., v. Rady Children's Hospital-San Diego, (Lead Associate) – Settled
San Diego Superior Court, Case No. 37-2014-00022411-CU-MT-CTL
Nature of Case: Unfair Competition – Disclosure of medical information

Schwegmann, et al., v. Hill's Pet Nutrition, et al. (Co-Counsel) – In Litigation
United States District Court, District of Kansas, Case No. 2:19-cv-02149-JAR-TJJ, MDL 2887
Nature of Case: Unfair Competition/CLRA – Sale of pet food containing too much or too little vitamin D.

Scott v. Pro's Choice Beauty (Lead Associate) – Settled
United States District Court, Northern District of California, Case No. 3:2008-cv-04697
Nature of Case: Unfair Competition – Unpaid time, Unreimbursed Expenses

Sparks v. ADP (Lead Associate) – Settled
United States District Court, Central District of California, Case No. 2:2007-cv-03203
Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Stoba v. Saveology, LLC, (Lead Associate) – Settled
United States District Court, Case No. 13cv2925 BAS (NLS)
Nature of Case: Unlawful recording

Stowe v. The Pep Boys Manny Moe & Jack of California (Lead) - Settled
Los Angeles County Superior Court, Case No. BC520550
Nature of Case: Unfair Competition, Failure to Reimburse Business Expenses

Tan v. Sutter Health, (Co-Counsel) - Settled
Alameda County Superior Court, Case No. RG12622057
Nature of the Case: Unfair Business Practices, Failure to Pay Overtime, Provide Meal and Rest Breaks, Itemize Wage Statements, PAGA

Tarango v Ajilon Communications (Lead Associate) - Settled
Los Angeles Superior Court, Case No. BC423185
Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Thomas v. Avis Budget- Settled
United States District Court, Central District of California, Case No. CV 08-7397 AHM (AJWx)
Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Trujillo v. Party City (Associate) - Settled
Santa Clara Superior Court, Case No. 109CV149665
Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Valenzuela v. Affiliated Computer Systems (Lead) - Settled
Los Angeles Superior Court, Case No. BC431884
Nature of Case: Unfair Competition- Failure to Pay Wages When Due Through Debit Card

Valles v. International Business Machines Corporation (Lead Associate) - Settled
United States District Court, Central District of California, Case No. SACV 09–202 AG (MLGx).
Nature of Case: Unfair Competition- Misclassification

Victorio v. Modis, Inc., et al. (Lead) – Settled
United States District Court, Northern District of California Case No. 5:19-cv-01713-VKD

Nature of Case: Unfair Competition – FCRA violations.

Viloria v. Stewart Title Company (Co-Counsel) – Settled
Fresno Superior Court, Case No. 07 CE CG 01735 AMC
Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Wright v. Home Depot (Co-Counsel) – Settled
Orange County Superior Court, 20-2008-000548814
Nature of Case: Unfair Competition – Meal and Rest Breaks

Yanez v. Care 1st Health Plan (Lead Associate) – Settled
Los Angeles Superior Court, Case No. BC470122
Nature of Case: Unfair Competition – Unlawful disclosure of medical information