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individually and on behalf of similarly situated employees

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LOTT AUTOMOTIVE, INC., and RONALD M. LOTT

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

SAM KEOPHIMANE and LUIS MEDINA,
individually and on behalf of all other similarly
situated employees,

Plaintiffs,

vs.

TRACY AUTO L.P. (DBA TRACY
TOYOTA), a California Limited Partnership;
LOTT AUTOMOTIVE, INC., a California
Corporation; RONALD M. LOTT, an
individual; and DOES 1 to 100, inclusive,

Defendants.

Case No.: STK-CV-VOE-2022-0001117

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT**

Filed: February 14, 2022

Trial Date: None Set

1 This Private Attorneys General Act Settlement is made and entered into between the Plaintiffs
2 Sam Keophimane and Luis Medina (“Plaintiffs”), on behalf of themselves, the Labor and Workforce
3 Development Agency, and Aggrieved Employees, and Defendants Tracy Auto L.P. *dba* Tracy Toyota,
4 Lott Automotive, Inc., and Ronald M. Lott, (“Defendants”). This Agreement is subject to the terms and
5 conditions set forth below and approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Action” means the above stated lawsuit, *Keophimane, et al. v. Trace Auto L.P. et al.*, San
9 Joaquin County Superior Court, Case No. STK-CV-VOE-2022-0001117, filed February 14, 2022.

10 1.2 “Aggrieved Employee(s)” means All of Defendants’ nonexempt, employees who have or
11 continue to work for Defendants from November 23, 2020, up to either (1) the Final Approval Date, or
12 (2) sixty (60) days after this Agreement is signed, whichever is earlier. The estimated number of
13 Aggrieved Employees is 143.

14 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Private Attorneys
15 General Act Settlement.

16 1.4 “Complaint” means the operative Complaint on file in the Action with the Court.

17 1.5 “Court” means the San Joaquin County Superior Court.

18 1.6 “Defendants” means Tracy Auto L.P. *dba* Tracy Toyota, Lott Automotive, Inc., and Ronald
19 M. Lott.

20 1.7 “Defendants’ Counsel” means Fine, Boggs & Perkins.

21 1.8 “Enhancement Payment” means the amount approved by the Court to be paid to the
22 Plaintiffs in recognition of the time and effort expended for the benefit of the Labor and Workforce
23 Development Agency and Aggrieved Employees, which is in addition to any Individual Settlement
24 Amount paid to the Plaintiffs as Aggrieved Employees. Also, the payment is in exchange for a waiver of
25 individual claims by Plaintiffs, including a waiver of Civil Code section 1542.

26 1.9 “Effective Date” means the Final Approval Date unless there is a timely objection lodged
27 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day
28 after a signed order approving this settlement has been filed provided no appellate proceeding having been

1 filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been
2 finally dismissed with no material change to the terms of this settlement and there is no right to pursue
3 further remedies or relief, whichever is later.

4 1.10 "Final Approval Date" means the date the Court enters a signed order granting approval of
5 the Agreement.

6 1.11 "Gross Settlement Amount" is the sum of Two Hundred Twenty-Two Thousand Dollars
7 and Zero Cents (\$222,000).

8 1.12 "Individual Settlement Amount" means an individual Aggrieved Employees' allocation of
9 the Net Settlement Amount, as defined in Section 1.14 and 5.7.

10 1.13 "LWDA" means the California Labor and Workforce Development Agency.

11 1.14 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for
12 distribution between Aggrieved Employees and the LWDA pursuant to Labor Code section 2699(i), after
13 deduction of Plaintiffs' attorneys' fees and litigation costs, any Enhancement Payments to Plaintiffs
14 awarded by the Court, and Settlement Administrator Costs.

15 1.15 "Notice of Settlement" means the document substantially in the form attached hereto as
16 Exhibit 1.

17 1.16 "PAGA" means Private Attorneys General Act.

18 1.17 "PAGA Claim Period" means November 23, 2020, and up to either (1) the Final Approval
19 Date, or (2) sixty (60) days after this Agreement is signed, whichever is earlier.

20 1.18 "PAGA Payment" means the 75% share of the Net Settlement Amount paid to the LWDA
21 pursuant to Labor Code section 2699(i).

22 1.19 "Parties" mean Defendants and Plaintiffs.

23 1.20 "Plaintiffs" means Sam Keophimane and Luis Medina.

24 1.21 "Plaintiffs' Counsel" means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of
25 Shimoda & Rodriguez Law, PC.

26 1.22 "Plaintiffs' Released Claims" means all of Plaintiffs' individual, non-PAGA, claims
27 arising from, could have been asserted, or related in any way to the Plaintiffs' employment with
28 Defendants, under federal, state, or local laws, and/or ordinances, or tort or contract theories, including,

1 without limitation, claims under the Civil Rights Act of 1964, Title VII, the California Fair Employment
2 and House Act, the Americans with Disabilities Act and all amendments thereto, the Age Discrimination
3 in Employment Act, the Older Workers Benefit Protection Act, ERISA, the Family and Medical Leave
4 Act, the California Family Rights Act, the Fair Labor Standards Act, the California Labor Code, the
5 Industrial Welfare Commission Wage Orders, and the California Business and Professions Code, whether
6 known or unknown, and whether anticipated or unanticipated, including without limitation statutory,
7 constitutional, contractual or common law claims for lost wages, unpaid wages, emotional distress,
8 punitive damages, special damages, damages, unpaid costs, penalties, liquidated damages, interest,
9 attorneys' fees, litigation costs, restitution, equitable relief or other similar relief or claims. The Plaintiffs'
10 Released Claims exclude claims for workers' compensation, unemployment insurance benefits, or other
11 claims that cannot be released as a matter of law.

12 1.23 "QSF" means a Qualified Settlement Fund set up by the Settlement Administrator for the
13 benefit of the Aggrieved Employees and from which the payments under this Agreement shall be made.
14 Any amounts Defendants have agreed to pay under this Agreement shall remain the property of
15 Defendants until the payments required under the Agreement are made.

16 1.24 "Qualifying Pay Periods" are pay periods worked by Aggrieved Employees during the
17 PAGA Claim Period in California. The calculation of an Aggrieved Employees' pay periods and a
18 determination as to whether an Aggrieved Employee was actively employed in California in a particular
19 pay period shall be construed from Defendants' records.

20 1.25 "Released PAGA Claims" means any and all claims for civil penalties that were brought
21 under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, that were asserted in the Complaint
22 and any additional claims for civil penalties under the PAGA that could have been brought based on the
23 facts alleged therein during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver
24 of claims.

25 1.26 "Released Parties" means Defendants, as well as Defendants' officers, shareholders,
26 directors, agents, employees, attorneys, and insurers.

27 1.27 "Settlement Administrator" means and refers to ILYM Group, Inc., the third-party entity
28 that will administer the Agreement as outlined in Section 7, or any other third-party administrator agreed

1 to by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties
2 each represent that they do not have any financial interest in the Settlement Administrator.

3 1.28 "Settlement Administrator Costs" means the fees and expenses reasonably incurred by the
4 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
5 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
6 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and
7 fees associated with preparing, issuing and mailing any and all notices and other correspondence to
8 Aggrieved Employees; all costs and fees associated with communicating with Aggrieved Employees,
9 Plaintiffs' Counsel, and Defendants' Counsel; all costs and fees associated with computing, processing,
10 reviewing, and paying the Individual Settlement Amounts, and resolving disputes; all costs and fees
11 associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal
12 and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all
13 costs and fees associated with preparing any tax returns and any other filings required by any governmental
14 taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings
15 to be prepared in the course of administering Individual Settlement Amounts; and any other costs and fees
16 incurred and/or charged by the Settlement Administrator in connection with the execution of its duties
17 under this Agreement.

18 **2. DESCRIPTION OF THE LITIGATION**

19 2.1 On or about November 23, 2021, Plaintiffs sent notice to the LWDA to exhaust
20 administrative remedies under the PAGA for (1) Failure to Pay Overtime Wages, (2) Failure to Pay
21 Minimum Wages, (3) Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failure to
22 Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Failure to Provide Accurate Wage Statements,
23 (6) Failure to Pay Final Wages, (7) Failure to Pay Reimbursements for Expenses, (8) Failure to Pay
24 Contract Wages and Unlawful Deductions, (9) Failure to Maintain Accurate Records, (10) Failure to
25 Provide Paid Sick Leave, and (11) Untimely Payment of Wages. Plaintiffs also asserted there was
26 individual liability for several of these violations pursuant to Labor Code sections 558, 558.1 (Regarding
27 Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order). The
28

1 LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiffs
2 became authorized to act as a Private Attorneys General on all alleged PAGA claims.

3 2.2 After exhausting administrative remedies, Plaintiffs filed a Complaint on February 14,
4 2022, in San Joaquin County Superior Court on behalf of themselves and Aggrieved Employees for claims
5 alleged in the November 23, 2021 notice to the LWDA.

6 2.3 Defendants filed a petition to compel arbitration, which the Court denied. Defendants
7 timely appealed the order denying Defendants petition to compel arbitration to the Third District Court
8 of Appeal. While the appeal was pending, the Parties engaged in mediation. Through informal
9 discovery and Plaintiffs' independent investigations, the applicable payroll and Aggrieved Employee
10 information were reviewed and analyzed in advance of mediation. On June 1, 2023, the Parties
11 participated in a lengthy mediation with private mediator Lisa Klerman. At the conclusion of the
12 mediation, the Parties were unable to come to a resolution. However, on June 8, 2023, the Parties were
13 able to resolve the asserted claims through the use of a mediator's proposal. At all times, the Parties'
14 settlement negotiations have been non-collusive, adversarial, and at arm's length.

15 2.4 Discussions between Plaintiffs and Plaintiffs' Counsel, between counsel for the Parties, the
16 mediator, document and data reviews, extensive legal analysis, and the provision of information by
17 Defendants to Plaintiffs have permitted each side to assess the relative merits of the PAGA claims and the
18 defenses to those claims.

19 2.5 In the Action, Plaintiffs contends that Defendants violated California law by 1) failing to
20 pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums
21 in lieu thereof, 4) failing to provide rest periods or pay premium in lieu thereof, 5) failing to provide
22 accurate wage statements, 6) failing to pay final wages, 7) failing to pay reimbursements for expenses, 8)
23 failing to pay contract wages and unlawful deductions, 9) failing to maintain accurate records, 10) failing
24 to provide paid sick leave, and 11) untimely payment of wages. Plaintiff also alleged individual liability
25 for several of these alleged Labor Code violations under Labor Code sections 558, 558.1. The agreed
26 upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential exposure
27 for the PAGA claims. The Parties, with the assistance of the mediator, also assessed appropriate discounts
28 to the potential liability based on Defendants' factual and legal contentions and defenses.

1 2.6 The Parties agree that the above-described investigation and evaluation, as well as informal
2 discovery and the information exchanged to date, are more than sufficient to assess the merits of the
3 respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs,
4 Plaintiffs' Counsel, Defendants, and Defendants' Counsel have concluded that it is desirable that the
5 PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth
6 herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and
7 the risk of an adverse outcome each of the Parties potentially face. Plaintiffs, Plaintiffs' Counsel,
8 Defendants, and Defendants' Counsel are of the opinion that the Agreement for the consideration and
9 terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

10 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

11 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose
12 of settling the PAGA claims asserted in the Action. This Agreement and the settlement it evidences are
13 made in compromise of disputed claims. The Parties enter into this Agreement and associated settlement
14 on a conditional basis in order for the Court to evaluate and approve the settlement. If the Effective Date
15 does not occur, or if the Court's approval of the settlement is reversed or materially modified on appellate
16 review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall
17 not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the
18 Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152,
19 Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

20 3.2 Defendants have denied all claims as to liability, damages, penalties, interest, fees,
21 injunctive relief and all other forms of relief asserted in the Action. Defendants have agreed to resolve
22 the asserted PAGA claims in the Action via this Agreement, but, to the extent this Agreement is deemed
23 void or the Effective Date does not occur, Defendants do not waive, and are expressly reserving, all rights
24 to challenge all such claims and allegations in the Action upon all procedural and factual grounds,
25 including, without limitation, the ability to challenge representative or collective treatment on any
26 grounds, as well as to assert any and all other potential defenses or privileges.

1 **4. SCOPE OF THE AGGRIEVED EMPLOYEES**

2 4.1 The scope of individuals encompassed under the Agreement, who are entitled to all benefits
3 as authorized under the Agreement and subject to all obligations and duties required under the Agreement,
4 shall include all Aggrieved Employees as defined in Section 1.2.

5 4.2 Aggrieved Employees entitled to recover under this Agreement will include only those
6 individuals who are identified in Defendants' records as having worked as an Aggrieved Employee.

7 **5. TERMS OF THE SETTLEMENT**

8 The Parties agree as follows:

9 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
10 Section 6, Defendants shall pay the Gross Settlement Amount (\$222,000). Funding of the Gross
11 Settlement Amount shall occur within twenty-eight (28) calendar days after the Effective Date, to be held
12 in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount represents the maximum
13 amount payable under this Agreement by Defendants, and includes without limitation, the PAGA
14 Payment, all payments to the Aggrieved Employees, all attorneys' fees, costs and litigation expenses
15 directly related to the Action incurred to date, as well as all such fees and costs incurred in documenting
16 the Agreement, any Enhancement Payment to Plaintiffs that may be awarded by the Court, administering
17 the Agreement (including Settlement Administrator Costs), and obtaining approval of the Agreement.

18 5.2 Attorneys' Fees and Costs: Plaintiffs' Counsel will apply to the Court for attorney's fees
19 of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount.
20 Defendants have agreed to not oppose Plaintiffs' Counsel's application for attorneys' fees so long as it
21 does not exceed the 35% threshold. Plaintiffs' Counsel will also be entitled to reimbursement for
22 advanced litigation expenses not to exceed \$15,000.00, which shall be paid from the Gross Settlement
23 Amount. Defendants have agreed to not oppose Plaintiffs' Counsel's request for reimbursement for
24 advanced litigation expenses so long as they do not exceed the \$15,000.00 threshold. The Settlement
25 Administrator will issue Plaintiffs' Counsel an IRS Form 1099 for the attorneys' fees and costs paid under
26 this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs,
27 the portion of the requested amounts not awarded to Plaintiffs' Counsel shall be added to the Net
28 Settlement Amount as defined in section 1.14.

1 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from
2 the Gross Settlement Amount and shall not exceed \$5,000.00. The difference between any actual costs
3 and the allocated \$5,000.00 shall be added to the Net Settlement Amount as defined in section 1.14.

4 5.4 Enhancement Payment: Plaintiffs' Counsel, on behalf of Plaintiffs, shall apply to the Court
5 for an Enhancement Payment to Plaintiffs in an amount not to exceed Ten Thousand Dollars (\$10,000.00)
6 each to compensate for the risks, time, and expense of their involvement in the Action and securing the
7 benefits of this Agreement for the LWDA and Aggrieved Employees. The Enhancement Payment is in
8 addition to the Individual Settlement Amount Plaintiffs would otherwise be due under the Agreement as
9 an Aggrieved Employee. Defendants have agreed to not oppose Plaintiffs' Counsel's request for
10 Enhancement Payments to Plaintiffs so long as they do not exceed the amount stated herein. The
11 Enhancement Payment will be designated as a non-wage payment and reported on an IRS Form 1099-
12 MISC. In the event that the Court awards less than the Enhancement Payment amounts requested, then
13 any portion of the requested amount not awarded to Plaintiffs shall be added to the Net Settlement Amount
14 as defined in section 1.14.

15 5.5 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount allocated
16 to Aggrieved Employees that was not claimed by Aggrieved Employees by cashing their respective
17 settlement checks before the deadline to do so, that remaining amount shall be donated to Childrens
18 Advocacy Centers of California (CACC) under the doctrine of *cy pres*. No portion of the Gross Settlement
19 Amount will revert to Defendants for any reason.

20 5.6 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
21 Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were
22 actually received by Aggrieved Employees. It is expressly understood and agreed that the receipt of such
23 Individual Settlement Amounts will not entitle any Aggrieved Employee to any new or additional
24 compensation or benefits under any company bonus or other compensation or benefit plan or agreement
25 in place during the period covered by the Agreement, nor will it entitle any Aggrieved Employee to any
26 increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the
27 intent of this Agreement that the Individual Settlement Amounts provided for in this Agreement are the
28 sole payments to be made by Defendants to the Aggrieved Employees in connection with this Agreement

(notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

5.7 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Aggrieved Employees reflect settlement of a dispute over claimed penalties. The characterization of Individual Settlement Amounts to Aggrieved Employees are as follows:

5.7.1 One Hundred percent (100%) of each Aggrieved Employees' Individual Settlement Amount shall be allocated for payment of disputed civil penalties. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Aggrieved Employees shall receive an IRS form 1099-MISC.

5.7.2 Aggrieved Employees shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Agreement. No party has made any representation to any of the other Parties as to the taxability of any payments pursuant to this Agreement, including the payments to Aggrieved Employees, the payments to Plaintiffs' Counsel, or otherwise as to tax implications of any provision of this Agreement.

5.8 Pro Rata Distribution Formula: After Court approved attorneys' fees and costs, Enhancement Payments, and Settlement Administrator Costs are determined and a Net Settlement Amount has been established, that Net Settlement Amount shall be divided between the PAGA Payment and payment to Aggrieved Employees. The PAGA Payment to the LWDA will be 75% of the Net Settlement Amount. 25% of the Net Settlement Amount will be paid to Aggrieved Employees. Each individual Aggrieved Employees' Individual Settlement Amount shall be determined by taking the Qualifying Pay Periods for the individual Aggrieved Employee and dividing that by the Qualifying Pay Periods for all Aggrieved Employees and multiplying that fraction by the 25% share of the Net Settlement Amount. Payment to Aggrieved Employees of their Individual Settlement Amount will not require the submission of any claim form.

5.9 No Additional Contribution by Defendants: Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount as described above. All other costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless expressly provided otherwise herein. However, in the event this agreement is

1 deemed null and void as described in Section 3, then Defendants and Plaintiffs shall be equally responsible
2 for the Settlement Administrator Costs incurred between the date the Agreement was executed and the
3 date of such event.

4 **6. RELEASE**

5 6.1 Upon the Effective Date, Plaintiffs and each Aggrieved Employee shall be deemed to fully,
6 finally, and forever release the Released Parties from all Released PAGA Claims.

7 6.2 Release by Plaintiffs: Upon the Effective Date, Plaintiffs will be deemed to fully, finally
8 and forever release the Released PAGA Claims and Plaintiffs' Released Claims as to all Released Parties.
9 Plaintiffs' Released Claims include any and all of their individual claims, whether or not they know or
10 suspect to them exist in their favor at the time of the releases, which, if known, might have affected
11 Plaintiffs' settlement with, and release of, the Released Parties. With respect to Plaintiffs' Released
12 Claims, each Plaintiff stipulates and agrees that they shall be deemed to have, and by operation of Final
13 Approval of this Agreement shall have, expressly waived and relinquished, to the fullest extent permitted
14 by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which states:

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

19 **7. SETTLEMENT ADMINISTRATION**

20 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible
21 for: 1) receiving and reviewing for accuracy Aggrieved Employee contact information; 2) calculating
22 estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement
23 Amount, including employer taxes, if any; 3) taking appropriate steps to trace and locate any individual
24 Aggrieved Employees whose address or contact information as provided to the Settlement Administrator
25 is inaccurate or outdated and mailing the Notice of Settlement to Aggrieved Employees; 4) providing
26 notification to the appropriate state officials of this Agreement as required; 5) maintaining the Gross
27 Settlement Amount in a QSF; 6) determining and paying the final amounts due to be paid under the
28 Agreement after resolution of awarded attorneys' fees and costs and Settlement Administrator Costs; 7)

1 paying any residual funds from uncashed checks to the *cy pres* beneficiaries; 8) reporting to Plaintiffs’
2 Counsel and Defendants’ Counsel regarding the statistics of the administration, including (a) the number
3 of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number
4 of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the
5 number of address traces performed for undeliverable Notice of Settlements; (g) the number of Notice of
6 Settlements undeliverable from traced addresses; 9) providing a declaration to the Court regarding the
7 final statistics of the administration and compliance with all payment obligations under the Agreement;
8 10) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts
9 to Aggrieved Employees; and 11) carrying out other related tasks as necessary to effectuate the terms of
10 this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator’s ability
11 and need to perform its duties shall be referred to the Court, if necessary, which will have continuing
12 jurisdiction over the terms and conditions of this Agreement, until all payments and obligations
13 contemplated by the Agreement have been fully executed.

14 7.2 Aggrieved Employee Data: Within seven (7) calendar days after the Effective Date,
15 Defendants shall provide the Settlement Administrator with the name, last known mailing address, last
16 known telephone number, Social Security Number, and Qualifying Pay Periods of each Aggrieved
17 Employee. The Settlement Administrator shall review the data to determine the number of Qualifying
18 Pay Periods for each Aggrieved Employee. Defendants shall not provide any information for pay periods
19 during which an Aggrieved Employee may have worked as an exempt employee, worked outside
20 California, or worked outside the PAGA Claim Period. The Settlement Administrator shall maintain all
21 information received from Defendants confidential to itself, and Defendants’ Counsel. However,
22 Plaintiffs’ Counsel shall be able to review the breakdown of Qualified Pay Periods and estimated
23 Individual Settlement Amounts for Aggrieved Employees prior to mailing for quality assurance.

24 7.3 Determination of Payments to Aggrieved Employees, Plaintiffs’ Counsel, and the LWDA:
25 Within seven (7) calendar days after Defendants have provided the Settlement Administrator with
26 information regarding Aggrieved Employees, the Settlement Administrator shall calculate the final Net
27 Settlement Amount, PAGA Payment, and the final Individual Settlement Amounts for Aggrieved
28 Employees, and report the results of these calculations to Plaintiffs’ Counsel and Defendants’ Counsel.

1 7.4 Settlement Administrator Payments to Aggrieved Employees, Plaintiffs' Counsel, and the
2 LWDA: Defendants shall wire the Gross Settlement Amount as described in Section 5.1 to the Settlement
3 Administrator within fourteen (14) calendar days after receiving the funding calculation and report from
4 the Settlement Administrator to be to be held in trust in a QSF. Within seven (7) calendar days after the
5 Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall
6 deliver payment of Plaintiffs' Counsels' attorney's fees and costs, the PAGA Payment payable to the
7 LWDA, Settlement Administrator Costs, and payment for Individual Settlement Amounts to Aggrieved
8 Employees as required under this Agreement and approved by the Court. Plaintiffs' Counsel shall provide
9 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions
10 for the attorney's fees and costs after the Effective Date.

11 7.5 Notice to Aggrieved Employees: Defendants represent and warrant that Aggrieved
12 Employees are able to read and write in English such that no translation of the Notice of Settlement into
13 another language is necessary. The Settlement Administrator will provide a Notice of Settlement,
14 substantially in the form attached as Exhibit 1, to each Aggrieved Employee concurrently with providing
15 payment for Individual Settlement Amounts as described in Sections 5.7 and 7.4. The Notice of
16 Settlement will inform Aggrieved Employees of a summary of the terms and conditions of the Agreement.
17 The Notice of Settlement will also inform Aggrieved Employees of the Gross Settlement Amount, Net
18 Settlement Amount, attorneys' fees and costs allocations, Settlement Administrator Cost allocations,
19 PAGA Payment allocations, the scope of individuals covered by this Agreement, and the nature and extent
20 of the Released PAGA Claims.

21 7.6 Aggrieved Employee Mailing: Within seven (7) calendar days after the Settlement
22 Administrator receives the Gross Settlement Amount, the Settlement Administrator will perform a
23 national change of address ("NCOA") search, update the addresses per the results of the NCOA search
24 and will mail the respective Individual Settlement Amount, as determined in Sections 5.7 and 7.4, and
25 Notice of Settlement, to each Aggrieved Employee by first-class mail, postage prepaid.

26 7.7 Returned and/or Re-mailed Notice Packets: In the event that a Notice of Settlement and
27 Individual Settlement Amount payment is returned to the Settlement Administrator as undeliverable, the
28 Notice of Settlement and Individual Settlement Amount payment shall be sent to the forwarding address

1 affixed thereto within seven (7) calendar days. If no forwarding address is provided, then the Settlement
2 Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer
3 or other search using the name, address and/or Social Security number of the individual involved, and
4 shall then perform a single re-mailing within seven (7) calendar days. Following each search that does
5 not result in a corrected address, for those Aggrieved Employees who appear to be current employees of
6 Defendants at the time of the Effective Date, the Settlement Administrator shall contact Defendants'
7 Counsel for assistance and Defendants shall cooperate in good faith with the Settlement Administrator's
8 reasonable efforts to obtain valid mailing addresses for Aggrieved Employees to the extent they were
9 active employees of Defendants at the time of the Effective Date. In the event the procedures in this
10 paragraph are followed and the intended recipient of a Notice of Settlement and Individual Settlement
11 Amount payment still does not receive the Notice of Settlement and/or Individual Settlement Amount
12 payment, the Aggrieved Employee shall still be bound by all terms of the Agreement, including the
13 releases contained in Sections 1.25 and 6.1, and any final judgment entered by the Court.

14 7.8 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.2
15 to 7.7 shall constitute due and sufficient notice to Aggrieved Employees of the Action and the Agreement
16 and shall satisfy Aggrieved Employees' due process rights. Nothing else shall be required of the Parties,
17 Plaintiffs' Counsel, or Defendants' Counsel to provide notice of the Agreement except as expressly
18 required by the Court.

19 7.9 Settlement Check Expiration and Cy Pres: The Settlement Administrator shall issue
20 Individual Settlement Amounts to Aggrieved Employees in the form of a check, which shall become null
21 and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred
22 eighty (180) calendar days of issuance, the checks shall be voided and funds from all undeposited checks
23 shall be transmitted to the *cy pres* beneficiaries identified in Section 5.4. The Settlement Administrator
24 shall deliver the *cy pres* funds within fourteen (14) calendar days after the check cashing deadline.

25 7.10 Settlement Administrator Declaration Regarding Settlement Administration: Within
26 twenty-one (21) calendar days after the last day for Aggrieved Employees to cash their settlement checks,
27 the Settlement Administrator shall provide Plaintiffs' Counsel and Defendants' Counsel with a signed
28

1 declaration under penalty of perjury providing a complete and detailed report regarding the settlement
2 administration and that all the obligations of the Settlement Administrator have been completed.

3 **8. SETTLEMENT ADMINISTRATION SCHEDULE**

4 8.1 The schedule may be modified depending on whether and when the Court grants necessary
5 approvals, orders notice to Aggrieved Employees, and sets further hearings, if any. The schedule may
6 also be modified to correct clerical errors and to reflect the provisions in the Agreement as described
7 above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures
8 as expeditiously as reasonably practicable. The schedule for notice and payment procedures carrying out
9 the Agreement is as follows.

10 Last day for Defendants to provide Settlement 11 Administrator with Aggrieved Employee 12 information	Within 7 calendar days after the Effective Date
13 Last day for Settlement Administrator to calculate 14 and report to the Parties the Net Settlement 15 Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees	Within 7 calendar days after receiving Aggrieved Employee information
16 Last day for Defendants to fund Gross Settlement 17 Amount	Within 14 calendar days after the Settlement Administrator calculates and reports to the 18 Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts 19 for Aggrieved Employees
20 Last day for Settlement Administrator to 21 complete NCOA search, update Aggrieved Employee mailing information, and complete 22 mailing	Within 7 calendar days after Defendants have funded the settlement
23 Last day for Settlement Administrator to deliver 24 payment of Plaintiffs' Counsel's attorney's fees and costs, PAGA Payment, Settlement 25 Administrator Costs, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
26 Last day for Aggrieved Employees to cash 27 settlement checks	180 calendar days after issuance of checks to Aggrieved Employees

Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

9. MISCELLANEOUS TERMS

9.1 Defendants Appeal: Within seven (7) calendar days after this Agreement becomes fully executed, Defendants shall file a Notice of Abandonment of Appeal with the Court to enable the Court to regain jurisdiction from the Court of Appeal and allow the settlement review and approval process to commence. The dismissal of Defendants' appeal in this manner shall be without prejudice to Defendants refiling the appeal in the event the Court does not approve the Agreement.

9.2 Dismissal and Retention of Jurisdiction to Enforce: Upon the Effective Date, the Released PAGA Claims will be dismissed with prejudice, with the Court to retain jurisdiction over the Parties to enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reasonable attorneys' fees and costs. The Parties agree to meet and confer in good faith to resolve any issue before any such motion for attorney's fees and costs is filed.

9.3 Additional Pay Period Contingency: Defendants have represented that there are no more than 3,694 pay periods during the PAGA Claim Period. In the event the number of pay periods during the PAGA Claim Period is more than 4,063.4 (*i.e.*, greater than 10% more than 3,694), then the Gross Settlement Amount shall be increased proportionally by the pay periods in excess of 3,694, multiplied by the pay period value. For example, if there were 11,900 pay periods represented to exist during the PAGA Claim Period, but there are actually 15,000 pay periods in the PAGA Claim Period, and the actual pay period value is \$5.00 per pay period, Defendants would have to increase the Gross Settlement Amount by \$15,500.00 (15,000 pay periods – 11,900 pay periods = 3,100 pay periods x \$5.00/pay period).

1 9.4 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
2 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to,
3 execution of such other documents and the taking of such other action as may reasonably be necessary to
4 fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including
5 all efforts contemplated by this Agreement and any other efforts that may become necessary by Court
6 order, or otherwise, to effectuate this Agreement and the terms set forth herein. This may include
7 modifying and/or resubmitting the Agreement for approval. Plaintiffs' Counsel shall be responsible for
8 drafting the court approval paperwork. All parties agree to act immediately and diligently to perform their
9 obligations under this Agreement, including the review and approval of settlement documents, such that
10 there are no substantial delays in seeking court approval or administration of this settlement. Plaintiffs'
11 Counsel shall endeavor to file a motion for approval of this settlement within sixty (60) calendar days of
12 the date this Agreement is signed. Plaintiffs' Counsel shall provide Defendants' Counsel with a draft
13 approval motion within 2 weeks after this Agreement is fully executed. Defendants' Counsel will provide
14 comments and/or proposed revisions within 2 weeks after receipt of the draft motion.

15 9.5 No Admission of Liability: Neither the acceptance nor the performance by Defendants of
16 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
17 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the
18 Complaint, the representative character of the Action, the validity of any of the claims that were or could
19 have been asserted by Plaintiffs and/or Aggrieved Employees in the Action, or of any liability or guilt of
20 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
21 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Aggrieved
22 Employees, or any other person, and Defendants have specifically disclaimed any liability, culpability,
23 negligence, or wrongdoing toward Plaintiffs, the Aggrieved Employees, or any other person. Each of the
24 Parties has entered into this Agreement with the intention to avoid further disputes and litigation.

25 9.6 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
26 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
27 the third business day after mailing by United States certified mail, return receipt requested, addressed as
28 follows:

To the Plaintiffs:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 E. Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendants:

John P. Boggs
David J. Reese
Daniel J. Padova
FINE, BOGGS & PERKINS, LLP
111 W. Ocean Blvd., Ste 2400
Long Beach, California 90802

9.7 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

9.8 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, Settlement Administrators, successors, and assigns.

9.9 Attorneys' Fees and Costs Limitations: Neither Plaintiffs' Counsel nor any other attorneys acting for, or purporting to act for, Aggrieved Employees, or Plaintiffs, may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Amount except as expressly provided herein.

9.10 No Modifications: This Agreement may not be changed, altered, or modified, except in writing signed by the Parties hereto and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms.

9.11 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this

1 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of
2 this Agreement

3 9.12 Counterparts: This Agreement shall become effective upon its execution by all of the
4 undersigned. Plaintiffs, Plaintiffs' Counsel, Defendants and Defendants' Counsel may execute this
5 Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each
6 had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the
7 same force and effect of originals.

8 9.13 Choice of Law: The Agreement and the exhibits hereto shall be considered to have been
9 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
10 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance
11 with, and governed by, the substantive laws of the State of California without giving effect to that State's
12 choice of law principles.

13 9.14 Headings and Captions: Paragraph titles or captions contained in the Agreement are
14 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the
15 scope of this Agreement, or any provision thereof.

16 9.15 No Retaliation or Discouragement: The Parties agree they will take no action that could
17 be construed as retaliation against any Aggrieved Employees for participating in this settlement.

18 9.16 Integrated Agreement: This Agreement sets forth the entire understanding between the
19 Parties with regard to any and all material terms or otherwise and supersedes any and all prior agreements,
20 oral or written, pertaining to the subject matter hereof. Each party acknowledges that there is no
21 representation, inducement, promise or agreement which has been made, orally or otherwise, by the other
22 party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this
23 Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are
24 fully understood and voluntarily accepted by the Parties.

25 9.17 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
26 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
27 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.
28

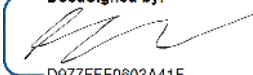
9.18 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

9.19 Waiver of Compliance: No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiffs:

Date: 7/14/2023

DocuSigned by:

D977FFF0803A41F...

SAM KEOPHIMANE

Date: _____

LUIS MEDINA

For Defendants:

Date: _____

By: _____
For TRACY AUTO L.P. (DBA TRACY TOYOTA)

Date: _____

By: _____
For LOTT AUTOMOTIVE, INC.

Date: _____

RONALD M. LOTT

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Attorneys for Plaintiffs and Aggrieved Employees

9.18 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will 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 Settlement Agreement valid and enforceable.

9.19 Waiver of Compliance: No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiffs:

Date: _____

SAM KEOPHIMANE

Date: 7/12/2023

DocuSigned by:
Luis Medina
038BF2BECDD654DD...

LUIS MEDINA

For Defendants:

Date: _____

By:
For TRACY AUTO L.P. (DBA TRACY TOYOTA)

Date: _____

By:
For LOTT AUTOMOTIVE, INC.

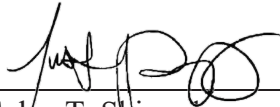
Date: _____

RONALD M. LOTT

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 7/20/23

By: 

Galen T. Shimoda
Justin P. Rodriguez
Attorneys for Plaintiffs and Aggrieved Employees

1 9.18 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
2 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
3 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

4 9.19 Waiver of Compliance: No waiver of any condition or covenant contained in this
5 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
6 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy

7 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
8 attorneys, as of the day and year herein set forth.

9 **For Plaintiffs:**

10 Date: _____

11 _____
SAM KEOPHIMANE

12 Date: _____

13 _____
LUIS MEDINA

14 **For Defendants:**

15 Date: July 24, 2023

16 By: [Signature]
For TRACY AUTO L.P. (DBA TRACY
TOYOTA) Auto up

17 Date: July 24, 2023

18 By: [Signature]
For LOTT AUTOMOTIVE, INC. Automotive up

19 Date: July 24, 2023

20 _____
RONALD M. LOTT

21 APPROVED AS TO FORM

22 Shimoda & Rodriguez Law, PC

23 Dated: _____

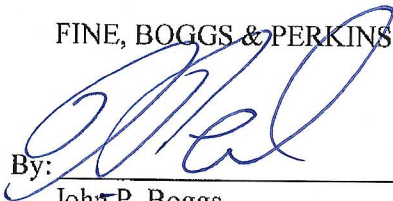
24 By: _____
25 Galen T. Shimoda
26 Justin P. Rodriguez
27 Attorneys for Plaintiffs and Aggrieved
28 Employees

1
2 APPROVED AS TO FORM

FINE, BOGGS & PERKINS LLP

3
4 Dated:

July 25, 2023

By: 

John P. Boggs

David J. Reese

Daniel J. Padova

Attorneys for Defendants

Exhibit 1

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

SAM KEOPHIMANE and LUIS MEDINA,
individually and on behalf of all other similarly
situated employees,

Plaintiffs,

vs.

TRACY AUTO L.P. (DBA TRACY TOYOTA), a
California Limited Partnership; LOTT
AUTOMOTIVE, INC., a California Corporation;
RONALD M. LOTT, an individual; and DOES 1 to
100, inclusive,

Defendants.

Case No. STK-CV-VOE-2022-0001117

**NOTICE OF PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT PAYMENT**

TO: All of Defendants' nonexempt, employees who have or continue to work for Defendants from November 23, 2020 to [REDACTED] (the "Aggrieved Employees")

This Notice is being provided to you to inform you of a Private Attorney General Act ("PAGA") Settlement and your proportional share of this settlement payment. The payment is a result of a Court approved PAGA Settlement in the case of *Keophimane, et al. v. Tracy Auto L.P. et al.*, San Joaquin County Superior Court of California, Case No. STK-CV-VOE-2022-0001117, filed February 14, 2022 (the "Action"). You are receiving this letter because you fall within the definition of Aggrieved Employees identified above. This Settlement **does not** release any individual claims that you might have against Defendants outside of the PAGA.

In the Action, Plaintiffs Sam Keophimane and Luis Medina ("Plaintiffs") sought to obtain civil penalties, fees, and costs on behalf of themselves and Aggrieved Employees. Plaintiffs alleged that Tracy Auto L.P. dba Tracy Toyota, Lott Automotive, Inc., and Ronald M. Lott ("Defendants") violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premium in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to pay reimbursements for expenses, 8) failing to pay contract wages and unlawful deductions, 9) failing to maintain accurate records, 10) failing to provide paid sick leave, and 11) untimely payment of wages. Plaintiffs also alleged individual liability for the alleged violations under Labor Code sections 558 and 558.1. Defendants have denied all of Plaintiffs' allegations.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. Defendants have denied engaging in any unlawful conduct in any respect and further disputes all of Plaintiffs' allegations in the Action. By entering into the PAGA Settlement, Defendants do not admit any liability to Plaintiffs or to any other current or former employees, and Defendants do not admit that any violations of Plaintiffs' rights, or the rights of any other current or former employees has occurred.

Plaintiffs filed a notice with the California Labor and Workforce Development Agency ("LWDA") to exhaust administrative remedies and pursue claims under the PAGA, California Labor Code §§ 2698 *et seq.*, predicated on violations of Labor Code sections 201-203, 204, 210, 221, 223, 225, 226, 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1194, 1197.1, and 2802. The scope of the PAGA Settlement includes all of the Aggrieved Employees for the time period identified above. In exchange for payment under the Settlement, Plaintiffs have agreed to waive any and all claims for civil penalties that were brought under the PAGA that were asserted in the Complaint and any additional claims for civil penalties under the PAGA that could have been brought based on the facts alleged therein arising between November 23, 2020 and [REDACTED]. Aggrieved Employees cannot opt out of this waiver of claims. However, the waiver **does not** extend to any non-PAGA claims you may have.

Under the terms of the Settlement, Defendants have agreed to pay a Gross Settlement Amount of \$222,000 to resolve the PAGA claims alleged in the Action ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount were sums approved by the

Court for attorneys' fees \$ [REDACTED], attorneys' costs in the amount of \$ [REDACTED], the fees and expenses of the Settlement Administrator in the amount of \$ [REDACTED], and Enhancement Payments to Plaintiffs in the amount of \$ [REDACTED] each., which will result in a "Net Settlement Amount" of \$ [REDACTED] for distribution to between Aggrieved Employees and the Labor and Workforce Development Agency ("LWDA") as required by the California Labor Code. 75% of the Net Settlement Amount (\$ [REDACTED]) is being paid to the LWDA and 25% of the Net Settlement Amount (\$ [REDACTED]) is being paid to Aggrieved Employees pursuant to Labor Code section 2699(i). Each individual Aggrieved Employee's share of the Net Settlement Amount was determined by taking their individual number of pay periods worked between November 23, 2020, and [REDACTED], dividing that number by the number of pay periods worked for all Aggrieved Employees between November 23, 2020, and [REDACTED], and then multiplying that fraction by the 25% share of the Net Settlement Amount.

Enclosed in this mailing, you will find a check containing your share of the PAGA Settlement based on this allocation. Should you have any questions or concerns, you may contact counsel for Plaintiffs and/or Defendants.

Galen T. Shimoda
Justin P. Rodriguez
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiffs

John P. Boggs
David J. Reese
Daniel J. Padova
FINE, BOGGS & PERKINS, LLP
111 W. Ocean Blvd., Ste 2400
Long Beach, California 90802
On behalf of Defendants