

Settlement Agreement and Release of Claims

This Settlement Agreement and Release of Claims (“Settlement Agreement”) is entered into by: **(1)** Frank George Williams III (“Plaintiff”), and **(2)** Vallejo Nissan, Inc. (“Defendant”). Plaintiff and Defendant are collectively referred to herein as the “Parties” or individually as “Party.”

Recitals

- A.** On or around November 9, 2021, Plaintiff filed a Complaint against Defendant, currently pending in the Superior Court for the County of Solano, entitled *Frank Williams III v. Vallejo Nissan, Inc.*, Case Nos. FCS057382 and FCS055892 (“Action”). The Action is currently pled as a representative action brought pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”).
- B.** In the Action, Plaintiff has sought recovery against Defendant for **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(9)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); **(10)** statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698–2699.6); and **(11)** all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.
- C.** Defendant denies all claims set forth in the Action.
- D.** To avoid further controversy and litigation of this matter, and without admission of any liability, fact, claim, or defense by any Party, the Parties wish to settle all disputes now existing between them on terms and conditions set forth below.

Agreement

Pursuant to the terms and conditions of this Settlement Agreement, which all Parties acknowledge as fair, reasonable, and adequate and in their mutual best interests, the Parties agree to settle, fully and finally, any and all claims, disputes, complaints, grievances, charges, actions, petitions, and demands that Plaintiff may have against Defendant and the Released Parties, including any and all claims arising out of or in any way related to Plaintiff's employment with Defendant or separation therefrom, as follows:

- 1. Settlement Amount.** In exchange for the promises and releases contained in this Settlement Agreement, Defendant will pay to Plaintiff the gross settlement amount of Thirty Thousand dollars and Zero cents (\$30,000.00) ("Settlement Amount") made payable as follows:
 - a. One check in the gross amount of One Thousand, Five Hundred dollars and Zero cents (\$1,500.00), less applicable payroll and tax withholdings, made payable to "Frank Williams III" and mailed to the office of Plaintiff's counsel, in full satisfaction of alleged economic damages, for which an IRS Form W-2 will be issued to Frank Williams III.
 - b. One check in the gross amount of Fourteen Thousand, Four Hundred and Twenty-Seven dollars and Forty-Five cents (\$14,427.45), made payable to "Frank Williams III" and mailed to the office of Plaintiff's counsel, in full satisfaction of alleged non-economic damages, including civil penalties, for which an IRS Form 1099 will be issued to Frank Williams III.
 - c. One check in the gross amount of Fourteen Thousand, and Seventy-Two dollars and Fifty-Five cents (\$14,072.55), made payable to "Melmed Law Group P.C." and mailed to the office of Plaintiff's counsel, in full satisfaction of attorneys' fees and costs, for which an IRS Form 1099 will be issued to Melmed Law Group P.C.
- 2. Timing and Delivery of Payments.** Within five (5) calendar days of the date on which all Parties have executed this Settlement Agreement, Plaintiff and Plaintiff's counsel shall provide to Defendant's counsel, Hanson Bridgett LLP, all necessary tax forms (including a completed IRS Form W-4 for Plaintiff and IRS Form W-9s for Plaintiff and Plaintiff's counsel). Provided that Defendant's counsel has received all necessary tax forms signed and completed by Plaintiff and Plaintiff's counsel, Defendant shall, within ten (10) calendar days of the Effective Date of this Settlement Agreement mail the settlement checks described above to:

Melmed Law Group P.C.
1801 Century Park East
Suite 850

Los Angeles, California 90067

In the event that Plaintiff fails to provide Defendant's counsel with the tax documents outlined in this Paragraph 2, Plaintiff acknowledges and agrees that Defendant shall have the right to delay delivery of the Settlement Amount.

3. **Covenant Not To Sue.** Plaintiff also promises that neither he nor anyone acting on his behalf will assert or file any grievance or lawsuit based in any way, in whole or in part, on facts, incidents, events, or circumstances arising, or alleged to have arisen, on or before the Effective Date of this Settlement Agreement. Plaintiff further agrees that he will not bring or participate in any class action, collective action, or representative action against Defendant, including any PAGA action, which asserts, in whole or in part, any claims(s) which arose prior to the Effective Date of this Settlement Agreement, whether or not such claims are covered by Paragraph 4 below.
4. **General Release and Waiver of Claims.** Plaintiff agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Plaintiff by Defendant and any of Defendant's current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, subsidiaries, related entities, and predecessor and successor corporations and assigns (collectively, the "Released Parties").

Plaintiff, on his own behalf and on behalf of his respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Released Parties from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Plaintiff may possess against any of the Released Parties arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Settlement Agreement, including, without limitation:

- a. any and all claims relating to or arising from Plaintiff's employment relationship with Defendant and the termination of that relationship;
- b. any and all claims for wrongful or constructive discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel;

slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

c. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Sarbanes-Oxley Act of 2002; the Immigration Control and Reform Act; the California Family Rights Act; the California Labor Code; and the California Fair Employment and Housing Act;

d. any and all claims for violation of the United States Constitution or any state constitution;

e. any and all claims arising out of any other laws and regulations relating to employment;

f. any claim for any loss, cost, damage, or expense arising out of any dispute over the nonwithholding or other tax treatment of any of the proceeds received by Plaintiff as a result of this Settlement Agreement; and

g. any and all claims for attorneys' fees and costs.

Plaintiff agrees that the release set forth in this Paragraph 4 shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Settlement Agreement.

This release does not release claims that cannot be released as a matter of law, including, but not limited to, unemployment benefit rights and workers' compensation, any right under Section 7 of the National Labor Relations Act, or any right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against Defendant (with the understanding that any such filing or participation does not give Plaintiff the right to recover any monetary damages against Defendant; Plaintiff's release of claims herein bars Plaintiff from recovering such monetary relief from Defendant). Plaintiff represents that he has made no assignment or transfer of any right, claim, complaint, charge, duty, obligation, demand, cause of action, or other matter waived or released by this Paragraph. Plaintiff is making this release in Plaintiff's individual capacity, and not in a capacity as a private attorney general for the State of California.

5. **Release of Unknown Claims.** As further consideration for the releases being provided, the Parties expressly waive any right or benefit available to them under the provisions of California Civil Code section 1542, which provides as follows:

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

Notwithstanding anything to the contrary in this Settlement Agreement, the releases described do not apply to claims arising from workers' compensation laws or any rights which, by law, may not be waived. Moreover, nothing in this Settlement Agreement shall be deemed to prohibit the Parties from participating or cooperating with any governmental or law enforcement agency in any investigation, administrative proceeding, or action involving any other Party.

6. **Acknowledgment of Waiver of Claims under ADEA.** In further consideration of the payments and benefits provided to Plaintiff in this Settlement Agreement, Plaintiff hereby irrevocably and unconditionally fully and forever waives, releases, and discharges the Releasees from any and all claims, whether known or unknown, from the beginning of time through the Effective Date of this Settlement Agreement, arising under the Age Discrimination in Employment Act (ADEA), as amended, and its implementing regulations. By signing this Settlement Agreement, Plaintiff hereby agrees and acknowledges that he:

- a. Has had the opportunity of a full twenty-one (21) days within which to consider this Settlement Agreement before signing. If he signed it before the end of this twenty-one (21) day period, it is because he freely chose to do so after carefully considering its terms;
- b. Has carefully read and fully understands all the provisions of this Settlement Agreement;
- c. Is, through this Settlement Agreement, releasing the Company and the other Releasees from any and all claims he may have against the Company and Releasees, including but not limited to claims for age discrimination under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.);
- d. Knowingly, freely, and voluntarily agree to all of the terms set forth in this Settlement Agreement, including without limitation, the waiver, release, and covenants contained in it;
- e. Knowingly and voluntarily intend to be legally bound by the same;

- f. Was advised and hereby is advised in writing to consider the terms of this Settlement Agreement carefully, and consult with an attorney of his choice prior to signing this Settlement Agreement;
 - g. Has a full seven (7) days following the execution of this Settlement Agreement to revoke this Settlement Agreement, and has been and hereby is advised in writing that this Settlement Agreement shall not become effective or enforceable until the revocation period has expired; and
 - h. Understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.) that may arise after the Effective Date this Settlement Agreement are not waived.
7. **Dismissal of Action.** In return for the consideration provided in this Settlement Agreement, Plaintiff agrees to dismiss with prejudice Plaintiff's *individual* claims in the Action, including his individual PAGA claims. Plaintiff, having resolved all individual claims against the Released Parties, agrees that Plaintiff is no longer a suitable PAGA representative and agrees to not file any future PAGA representative actions or serve as a PAGA representative against the Released Parties. To the extent there are any remaining PAGA representative claims in the Action, Plaintiff agrees to dismiss those representative claims *without* prejudice. Within seven (7) calendar days of the date the Settlement Amount is received by Plaintiff's counsel and all checks have cleared, Plaintiff shall file a request for dismissal as outlined above in the Action and provide Defendant with a copy of the signed request for dismissal at that time. Plaintiff agrees to do all things necessary to effectuate the complete dismissal of Plaintiff's claims in the Action.
8. **No Consideration for Class or Representative Claims.** The Parties acknowledge that this Settlement Agreement includes fair and reasonable consideration for the settlement of Plaintiff's *individual* claims, including individual PAGA claims. Plaintiff is entering this Settlement Agreement solely in an individual capacity, and not in any capacity as a representative private attorney general for the State of California. All consideration under this Settlement Agreement provided to Plaintiff is for Plaintiff's release of his individual claims against the Released Parties, as defined above. Plaintiff, having resolved all individual claims against the Released Parties, including individual PAGA claims, agrees that Plaintiff is no longer a suitable PAGA representative and agrees to not file or participate in any future class or representative actions against any Released Parties for any claims arising out of or in any way connected with Plaintiff's employment by Defendant and any and all transactions, occurrences, or matters between the Parties occurring prior to the date of this Settlement Agreement, unless otherwise required by law.

9. **No Cooperation.** Plaintiff agrees that he will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Released Parties, unless under a subpoena, administrative or legislative agency request. Plaintiff agrees both to immediately notify Defendant upon receipt of any such subpoena, agency request, or court order, and to furnish, within three (3) business days of his receipt, a copy of such subpoena, agency request, or other court order.
10. **Attorneys' Fees and Costs.** Except as provided in this Settlement Agreement, the Parties shall bear their own costs, expenses, and attorneys' fees. The Parties further agree to not seek to recover their costs, expenses, and attorneys' fees from the other Party incurred in or arising out of or in any way related to the matters released in this Settlement Agreement, except for those costs and attorneys' fees as specifically stated herein.
11. **Mutual Non-Disparagement.** Each Party agrees to refrain from making or soliciting comments, statements, or the like to the media or to others that may be considered to be derogatory or detrimental to their good name and/or business reputation. This provision shall not prohibit the Parties from giving truthful responses or testimony in any legal or regulatory proceeding or inquiry.
12. **Neutral Reference.** Defendant agrees that on any employment-related inquiry, other than one based on a subpoena or other process of law compelling testimony, Defendant, and/or any of its agents shall disclose only the following: confirmation of Plaintiff's employment, position(s) held, and dates of employment.
13. **Remedies for Breach.** The Parties agree that in the event any action or motion is initiated by either Party to interpret or enforce this Settlement Agreement, or to recover damages for breach of this Settlement Agreement, or to collect the Settlement Amount to be paid by Defendant under this Agreement, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in conjunction with the litigation or motion, in addition to any other relief granted.
14. **Covenant to Effectuate Agreement.** Each Party agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Settlement Agreement.
15. **Disclaimer of Liability.** Nothing in this Settlement Agreement shall constitute or be construed as an admission of liability or wrongdoing by the Parties. The Parties expressly deny that they have done anything wrong or unlawful.

16. **Confidentiality.** The terms of this Settlement Agreement shall be confidential. The Parties agree to not make any public statement about and not disclose to any third party the fact of, or contents, or terms of this Settlement Agreement, unless necessary to implement or enforce its terms or to seek tax or legal advice regarding this Settlement Agreement. Plaintiff may disclose information about this Settlement Agreement to Plaintiff's immediate family or Plaintiff's financial, tax, and legal advisors. Plaintiff will not disclose any information about this Settlement Agreement or the Settlement Amount made pursuant to this Settlement Agreement, to any current or former employee of Defendant.
17. **Liquidated Damages.** In the event of a breach of the provisions regarding non-disparagement and/or confidentiality, it would be impractical or extremely difficult to fix actual damages. Therefore, the Parties agree that in the event of such a breach, the breaching Party shall pay to the non-breaching Party, as liquidated damages, and not as penalty, the sum of 2,000.00, which represents reasonable compensation for the loss incurred because of such a breach.
18. **No Representation of Tax Liabilities.** No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Amount is subject to taxation. No Party shall bear any responsibility for tax liability of any other Party that may arise because of the payment of the Settlement Amount. Each Party agrees to assume any responsibility for payment of taxes for any of the Settlement Amounts. Each Party agrees to hold all other Released Parties harmless from any and all tax liability which may become due as a result of the payment of the Settlement Amount under this Settlement Agreement.
19. **No Prior Assignments.** The Parties represent that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or any interest therein against any other Party.
20. **Binding Nature.** This Settlement Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of Plaintiff, and inure to the benefit of Defendant, Defendant's agents, managers, members, officers, employees, servants, successors, and assigns.
21. **Consultation with Counsel.** The Parties affirm that, prior to execution of this Settlement Agreement, they have consulted with their respective legal counsel concerning the terms and conditions set forth herein, and that they understand the advice provided to them.
22. **Severability.** In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal,

unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision or portion of provision.

- 23. Interpretation.** This Settlement Agreement has been jointly negotiated and drafted by counsel for the Parties. The language in this Settlement Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties. This Settlement Agreement shall be interpreted according to the laws of the State of California.
- 24. Counterparts.** This Settlement Agreement may be executed in identical counterparts, each of which shall constitute an original of this Settlement Agreement. Signatures of the Parties may be exchanged electronically and shall be treated as an original.
- 25. Effective Date.** Plaintiff has seven (7) days after signing this Settlement Agreement to revoke it. This Settlement Agreement will become effective on the eighth (8th) day after Plaintiff signed this Settlement Agreement, so long as it has been signed by both Parties and has not been revoked by Plaintiff before that date (the "Effective Date").
- 26. Amendment.** This Settlement Agreement may not be modified, altered, or changed, except in writing and signed by the Parties.
- 27. Entire Agreement.** This Settlement Agreement contains all the terms and conditions agreed on by the Parties regarding the subject matter of this Settlement Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Settlement Agreement, not expressly set forth in this Settlement Agreement, are of no force or effect.

Approval and Execution by the Parties

Plaintiff:

Dated: 10/29/2024

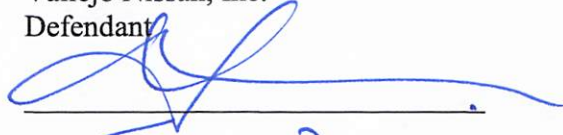
DocuSigned by:
Frank Williams
9AC51E5ACE514EC...

Frank Williams III
Plaintiff

Defendant:

Dated: 10/29/24

Vallejo Nissan, Inc.
Defendant

A handwritten signature in blue ink, appearing to read "Tangui Dillon", written over a horizontal line.

By: Tangui Dillon

Title: Audit Director