

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Mark Cervantez, Jermell Jackson, and Michelle Williams aka Michelle Hester (collectively, “Plaintiffs”) and defendant Genuine Parts Company d/b/a NAPA Auto Parts (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” collectively means Plaintiffs’ various PAGA lawsuits alleging wage and hour violations against Defendant Genuine Parts Company d/b/a NAPA Auto Parts (i.e., *Mark Cervantez, individually and on behalf of himself and all others similarly situated v. Genuine Parts Company, et al.*, Los Angeles County Superior Court Case No. 22STCV00981, *Michelle Williams v. Genuine Parts Company, et al.*, San Diego Superior Court Case No. 37-2022-00016806-CU-OE-CTL, and *Jermell Jackson, individually and on behalf of all others similarly situated v. Genuine Parts Company, et al.*, San Bernardino Superior Court Case No. CIVSB2212961). The Parties will seek settlement approval in the action captioned *Mark Cervantez, individually and on behalf of himself and all others similarly situated v. Genuine Parts Company*, Los Angeles County Superior Court Case No. 22STCV00981, initiated on or about January 10, 2022.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all non-exempt employees who worked for Defendant in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Lisa M. Szafranic, Esq. and Robin E. Largent of Martenson, Hasbrouck & Simon LLP.
- 1.9. “Effective Date” means: (i) sixty-one (61) days after approval of the Settlement and entry of a Judgment without any appeal, writ, or other appellate proceeding having been filed

therefrom; or (ii) if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed within sixty-one (61) days after entry of Judgment, the Effective Date shall be five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement have been finally and conclusively dismissed and the Settlement has been upheld with no right to pursue further remedies or relief.

- 1.10. "Gross Settlement Amount" means One Million Three Hundred Thousand Dollars (\$1,300,000) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the Release/Service Payments to Named Plaintiffs, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
- 1.11. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to 75% of the PAGA Penalties recovered by Aggrieved Employees, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Service/Release Payments to Named Plaintiffs, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "Operative Complaint" or "Amended Complaint" refers to the First Amended Complaint to be filed by PAGA Counsel (per the terms of this Agreement), in the lawsuit styled *Mark Cervantez, individually and on behalf of himself and all others similarly situated v. Genuine Parts Company, et al.*, pending in the Los Angeles County Superior Court Case No. 22STCV00981.
- 1.17. "PAGA Counsel" means James Hawkins, Esq. and Christina M. Lucio, Esq. of James Hawkins APLC, Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Joshua Falakassa, Esq. of Falakassa Law, PC, the attorneys representing the Plaintiffs in the Action.
- 1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

- 1.20. "PAGA Period" means the period from March 24, 2020 to May 31, 2023.
- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code § 2698 *et seq.*).
- 1.22. "PAGA Notices" means Plaintiffs' respective letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (approximately \$197,927.50) and the 75% to LWDA (approximately \$593,782.50) in settlement of PAGA claims.
- 1.24. "Pay Period" means any pay period during which an Aggrieved Employee worked at least one day of the pay period and was not on vacation or leave of absence for the entire workweek.
- 1.25. "Plaintiffs" or "Named Plaintiffs" means Mark Cervantez, Jermell Jackson and Michelle Williams, the named plaintiffs in the Action.
- 1.26. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.27. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.28. "Release/Service Payments to Named Plaintiffs" means the payments in exchange for each of the Named Plaintiffs' respective service in this Action and the release of their individual claims upon execution of this Agreement.
- 1.29. "Released Parties" means: Defendant, its corporate divisions, subsidiaries and affiliates, and their respective officers, directors, employees (current and former), shareholders, attorneys, insurers, servants and agents, benefit plans, together with their predecessors, successors assigns and related entities and affiliates.
- 1.30. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.31. "Defendant" means Genuine Parts Company, the named defendant in the Action.

2. RECITALS.

- 2.1. On January 10, 2022, Plaintiff Cervantez commenced this Action by filing a Complaint alleging a single cause of action against named defendant Genuine Parts Company for civil penalties under the PAGA.

On June 20, 2022, Plaintiff Jackson filed a Complaint alleging a single cause of action against Defendant for civil penalties under PAGA.

On November 14, 2022, Plaintiff Williams filed a Complaint alleging a single cause of action against

Defendant for civil penalties under PAGA.

As part of this Settlement, Plaintiff Cervantez agrees to file, within 10 days of execution of this Agreement, a First Amended Complaint consolidating the claims of all Named Plaintiffs and reflecting the scope of the claims settled and released herein (the “Operative Complaint.”).

Defendant denies the allegations in the Action and Operative Complaint, denies any failure to comply with the laws identified in the Action and Operative Complaint, and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.3. On February 16, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., a well-respected and experienced wage and hour mediator which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, a sampling of time and payroll records, data, and policies, among other documents and information, to aid in the preparation of Plaintiff’s evaluation of the claims and formulation of a damages model.
- 2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action (aside from the lawsuits filed by the Named Plaintiffs referenced herein) asserting claims that will be extinguished or affected by the Settlement.

3. TERMS OF SETTLEMENT – AMENDMENT OF THE COMPLAINT.

- 3.1. The Parties have stipulated, for settlement purposes only, to the amendment of the Complaint to add additional PAGA allegations (and to incorporate PAGA allegations by Plaintiffs Jackson and Williams) (i.e., the “Operative Complaint”). The parties agreed to stipulate to the amendment for settlement purposes without prejudice to any arguments either party might make should the settlement not be approved, in which case the Amended Complaint would be withdrawn by Plaintiffs.

4. TERMS OF SETTLEMENT - MONETARY TERMS.

- 4.1.Gross Settlement Amount. Defendant promises to pay \$1,300,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 4.2.Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

- 4.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount which is currently estimated to be \$433,290.00 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 4.2.2. To Named Plaintiffs: From the Gross Settlement amount each of the Named Plaintiffs will receive \$10,000.00 (i.e., "Release/Service Payment") in exchange for their service in this Action and the release of their individual claims upon execution of this Agreement, subject to the approval of the Court. The Claims Administrator will issue to Plaintiffs an IRS Form 1099 (for 90% of each respective Release/Service Payment) and an IRS W-2 (for 10% of each respective Release/Service Payment). In the event the Court awards less than the amount of the request Release/Service Payment, and the Plaintiffs do not appeal the Release/Enhancement Payments or are unsuccessful in any appeal of the reduced Release/Enhancement Payments, the remaining amount will become part of the Net Settlement Fund for distribution to Aggrieved Employees.
- 4.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$20,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses incurred by the Administrator in connection with this Settlement are less, or the Court approves an Administration Expenses Payment of less than \$20,000.00, the Administrator will allocate the remainder in the Net Settlement Amount.
- 4.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$791,710.00 to be paid from the Gross Settlement Amount, with 75% (\$593,782.50) allocated to the LWDA PAGA Payment and 25% (\$197,927.50) (the Net Settlement Amount) allocated to the Individual PAGA Payments.
- 4.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the Net Settlement Amount (\$197,927.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4.2.4.2.If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

5. SETTLEMENT FUNDING AND PAYMENTS.

- 5.1. Aggrieved Employee Pay Periods. Based on a review of its records in preparation for the mediation in this matter, Defendant estimated there were then 3,125 Aggrieved Employees who worked a total 89,035 Pay Periods.
- 5.2. Aggrieved Employee Data. Within 15 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 5.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator 15 days after the Effective Date.
- 5.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will calculate the Individual PAGA Payments and mail checks for all Individual PAGA Payments, the Service/Release Payments to the Named Plaintiffs, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees Payment and Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 5.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 5.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need

not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.

5.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

5.4.4. The payment of Individual PAGA Payments or Service/Release Payments to the Named Plaintiffs shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

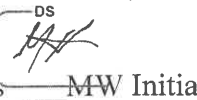
6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge with prejudice Released Parties from (a) all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained in the Action, Operative Complaint and the PAGA Notices, and (b) any and all known and unknown claims, transactions or occurrences arising out of or related to any employment relationship which may have existed prior to or on the date hereof between Plaintiffs and GPC and/or the termination of that relationship, including but not limited to, statutory, common law, tort and contract claims ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or that by applicable law cannot be waived. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. Except that nothing herein requires release of Plaintiff Cervantez's arbitration against Defendant with the American Arbitration Association styled *Mark Cervantez v. Genuine Parts Company*, bearing claim number 01-22-0000-0722, which is the subject of a separate release already executed. Plaintiffs further acknowledge that they have received all payments and benefits that they are entitled to receive by virtue of any employment with GPC including, but not limited to, payment for any and all wages, salary, bonuses, overtime compensation, vacation, reporting time, sick pay, business expenses, rest and/or meal break pay, premiums or penalties, and/or personal days owed to them by GPC up to the moment of their execution of this Agreement. Plaintiffs additionally represent that they did not sustain any work-related injury for which they

have not already filed a workers' compensation claim.

Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

 MC Initials  MW Initials  JJ Initials

6.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, Operative Complaint and the PAGA Notices.

6.3. Release by PAGA Counsel: PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the facts stated in the Operative Complaint and the PAGA Notices.

7. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree that PAGA Counsel will draft and file an application or motion for approval of this Settlement that includes a communication to be provided to the Aggrieved Employees with each Individual PAGA Payment and file it after review and approval by Defense Counsel. The Parties will jointly seek to immediately vacate or stay all dates in the Action, pending approval by the Court of the Settlement, and will seek a date for the hearing on the motion for approval of this Settlement as soon as possible.

7.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for

filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

- 7.2. In their declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.3. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. ("ILYM") to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9. **AGGRIEVED EMPLOYEE SIZE ESTIMATES** Based on its records in preparation for mediation in this case, Defendant estimated that the Aggrieved Employees had then worked 89,035 Pay Periods.

10. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate the Judgment, motions for a new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11. **ADDITIONAL PROVISIONS.**

11.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this

Agreement.

- 11.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. In the event that the Court refuses to approve any economic term or term related to the scope of the claims released, Defendant, at its option, may void the Settlement. A reduction in the amount of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment is not a basis to void the Settlement. In the event that the Court refuses to approve any term related to the scope of the release, the Parties agree to return to mediation in order to attempt to address the concerns of the Court, and upon reaching an agreement, submit a revised agreement to the Court.
- 11.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

- 11.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with this Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay the Gross Settlement Amount, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of the Gross Settlement Amount, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 11.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Mehrdad Bokhour <i>mehrdad@bokhourlaw.com</i> Bokhour Law Group, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 310-975-1493	Joshua Falakassa <i>josh@falakassalaw.com</i> Falakassa Law, PC 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 818-456-6168
Christina M. Lucio <i>christina@jameshawkinsaplc.com</i> 9880 Research Drive, Suite 200 Irvine, California 92618 (949) 387-7200	

To Defendant:

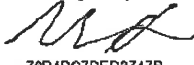
Lisa M. Szafranic <i>lmszafranic@martensonlaw.com</i> Martenson, Hasbrouck & Simon LLP 2573 Apple Valley Road NE Atlanta, Georgia 30319	Robin E. Largent <i>rlargent@martensonlaw.com</i> Martenson, Hasbrouck & Simon LLP 455 Capitol Mall, Suite 400
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(404) 909-8100	Sacramento, California 95814 (916) 970-1438
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- 10.1 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.2 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: July __, 2023

7/17/2023

DocuSigned by:

76B4BC7DED3747B...

Plaintiff Michelle Williams

Dated: July __, 2023

Plaintiff Mark Cervantez

Dated: July __, 2023

Plaintiff Jermell Jackson

JAMES HAWKINS, APLC

Dated: July __, 2023

Christina M. Lucio, Esq.
Counsel for the PAGA Members

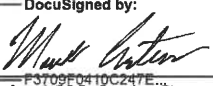
(404) 909-8100	Sacramento, California 95814 (916) 970-1438
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Dated: July __, 2023

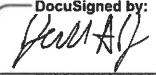
Plaintiff Michelle Williams

Dated: July 3, 2023

DocuSigned by:


F3709F0410C247E...
Plaintiff Mark Cervantez

Dated: July 20, 2023

DocuSigned by:


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Plaintiff Jermell Jackson

JAMES HAWKINS, APLC

Dated: July 20, 2023



Christina M. Lucio, Esq.
Counsel for the PAGA Members

FALAKASSA LAW, P.C.

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...

Dated: July __, 2023

7/17/2023

Joshua S. Falakassa, Esq.
Counsel for the PAGA Members

BOKHOUR LAW GROUP, P.C.

DocuSigned by:
Mehrdad Bokhour
D8D3643F271940F...

Dated: July __, 2023

7/17/2023

Mehrdad Bokhour, Esq.
Counsel for the PAGA Members

Dated: July __, 2023

Defendant Genuine Parts Company d/b/a NAPA Auto Parts

MARTENSON, HASBROUCK & SIMON LLP

Dated: July __, 2023

Lisa M. Szafranic
Counsel for Defendant Genuine Parts Company d/b/a NAPA
Auto Parts

FALAKASSA LAW, P.C.

DocuSigned by:
Joshua Falakassa
15A028B2C5A149C...

Dated: July __, 2023
7/17/2023

Joshua S. Falakassa, Esq.
Counsel for the PAGA Members

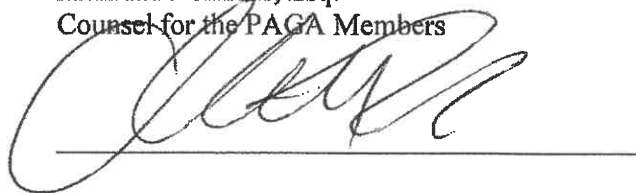
BOKHOUR LAW GROUP, P.C.

DocuSigned by:
Mehrdad Bokhour
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Dated: July __, 2023
7/17/2023

Mehrdad Bokhour, Esq.
Counsel for the PAGA Members

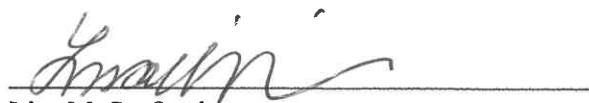
Dated: July __, 2023



Defendant Genuine Parts Company d/b/a NAPA Auto Parts
CHRISTOPHER T. GALLA
Senior Vice President
General Counsel

MARTENSON, HASBROUCK & SIMON LLP

August 1,
Dated: ~~July~~ __, 2023


Lisa M. Szafranic
Counsel for Defendant Genuine Parts Company d/b/a NAPA
Auto Parts