

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

Tyler Wayne Sneed v. Sunroad Auto LLC; et al.

San Diego County Superior Court

Case No. 37-2022-00007661-CU-OE-CTL

Ly Hai v. Sunroad HS Auto, Inc.; et al.

San Diego County Superior Court

Case No. 37-2022-00025788-CU-OE-CTL

Mohammad Tahbaz v. Sunroad Auto LLC; et al.

California Labor and Workforce Development Agency

Case No. LWDA-CM-909488-22

Jorge Aguirre, et al. v. Sunroad CV Auto, Inc.; et al.

California Labor and Workforce Development Agency

Case No. LWDA-CM-858919-21

Shawn Farden v. Sunroad HS Auto, Inc.; et al.

California Labor and Workforce Development Agency

Case No. LWDA-CM-964812-23

Roman Mayne v. Sunroad MV Auto, Inc.; et al.

California Labor and Workforce Development Agency

Case No. LWDA-CM-966814-23

Shawn Farden and Christianna Yousif v. Sunroad Auto Holding Corp. and Sunroad

BCV Auto, Inc. dba BMW of El Cajon; et al.

California Labor and Workforce Development Agency

Case No. LWDA-CM-1056438-24

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties (defined below) to this settlement agreement (“Agreement” or “Settlement”), subject to the approval of the Court, that the settlement of this Action (defined below) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere herein.

This Agreement is made by and between Defendants Sunroad Auto LLC; Sunroad HS Auto, Inc.; Sunroad CV Auto, Inc.; Sunroad MV Auto, Inc.; and Sunroad EC Auto, LLC (formerly known as Sunroad BCV Auto, Inc.) (collectively, “Defendants”), on the one hand, and Plaintiffs Tyler Wayne Sneed, Ly Hai, Mohammad Tahbaz, Shawn Farden, Jorge Aguirre, Roman Mayne, and Christianna Yousif (collectively, “Plaintiffs”), on behalf of themselves, the Aggrieved Employees (defined below), and the State of California, on the other hand. (Defendants and Plaintiffs are individually referred to herein as a “Party” and collectively referred to as the “Parties”). The Parties enter into this Agreement and Release of Liability under the Private Attorneys General Act of 2004 as follows:

The Parties agree all claims asserted in the Action (defined below), shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendants to pay the total sum of Four Hundred Eighty Thousand Dollars and Zero Cents (\$480,000.00) (“Gross Settlement” or “Gross Settlement Amount”) for settlement of the Released PAGA Claims (defined below) on the terms outlined in this Agreement, subject to court approval, which sum shall be all-inclusive meaning it will cover payments to Plaintiffs, Plaintiffs’ attorneys’ fees and costs, settlement administration

fees, and payments to the State of California and the Aggrieved Employees, and under no condition will Defendants be obligated to pay additional sums for resolution of the Claims, except as provided in Section 10 below. The Parties further agree this Agreement is a compromise of disputed claims and nothing in this Agreement shall be construed as an admission of liability.

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1. “Action” collectively means the Plaintiffs’ lawsuits and PAGA Letters alleging wage and hour violations against Defendants captioned:

- (1) Plaintiff Tyler Wayne Sneed’s Private Attorneys General Act of 2004 (“PAGA”) civil action filed February 28, 2022, in the Superior Court of the State of California, County of San Diego entitled, *Tyler Wayne Sneed v. Sunroad Auto LLC, et al.*, Case No. 37-2022-00007661-CU-OE-CTL;
- (2) Plaintiff Ly Hai’s PAGA civil action filed June 30, 2022, in the Superior Court of the State of California, County of San Diego entitled, *Ly Hai v. Sunroad HS Auto, Inc., et al.*, Case No. 37-2022-00025788-CU-OE-CTL, which will be amended to be a Consolidated PAGA Action to consolidate the claims in all lawsuits and PAGA Letters referenced herein, all Released PAGA Claims (defined below), and those theories discussed at mediation;
- (3) Plaintiff Mohammad Tahbaz’s September 22, 2022, letter providing notice pursuant to PAGA (“PAGA Letter”) filed with the California Labor and Workforce Development Agency (“LWDA”), Case No. LWDA-CM-909488-22;
- (4) Plaintiff Jorge Aguirre’s April 18, 2023, PAGA Letter filed with the LWDA, Case No. LWDA-CM-858919-21;
- (5) Plaintiff Shawn Farden’s June 27, 2023, PAGA Letter filed with the LWDA, Case No. LWDA-CM-964812-23;
- (6) Plaintiff Roman Mayne’s July 7, 2023, PAGA Letter filed with the LWDA, Case No. LWDA-CM-966814-23; and
- (7) Plaintiffs Shawn Farden’s and Christianna Yousif’s October 15, 2024, PAGA Letter filed with the LWDA.

1.2. “Administrator” means Apex Class Action, LLC, 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, and as approved by the Court in connection with the Plaintiffs’ Motion for Approval of the PAGA Settlement.

1.4. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including each Aggrieved Employee’s full name, last-known mailing address, Social Security number, dates of employment, and number of PAGA Pay Periods.

- 1.5. “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 the Aggrieved Employees.
- 1.6. “Attorneys’ Fees and Costs” mean PAGA Counsel’s Fees in the amount equal to 35% of the Gross Settlement Amount, subject to approval by the Court, and PAGA Counsel’s reasonable litigation expenses, subject to approval by the Court, incurred to prosecute the Action.
- 1.7. “Court” means the Superior Court of California, County of San Diego.
- 1.8. “Defendants” means Sunroad Auto LLC; Sunroad HS Auto, Inc.; Sunroad CV Auto, Inc.; Sunroad MV Auto, Inc.; and Sunroad EC Auto, LLC (formerly known as Sunroad BCV Auto, Inc.).
- 1.9. “Defense Counsel” means Tim L. Johnson, Jesse C. Ferrantella and Cameron J. Davila of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.10. “Effective Date” means the date upon which both the following have occurred: (i) approval of the Settlement is granted by the San Diego County Superior Court, or other court assuming jurisdiction, and (ii) the Judgment is final. The Judgment is final on the day the Court enters Judgment approving the PAGA Settlement.
- 1.11. “Gross Settlement Amount” means Four Hundred Eighty Thousand Dollars and Zero Cents (\$480,000.00) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Section 10 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs’ Attorneys Fees and Costs, PAGA Representative Service Payments, and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, with no claim forms required.
- 1.12. “Individual PAGA Payment” means each Aggrieved Employee’s *pro rata* share of the PAGA Employees’ Share, to be calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” or “Approval Order” means the order and judgment entered by the Court based upon the Approval of the PAGA Settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means 75% of the PAGA Penalties to be paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Operative Complaint” means the amended Consolidated Complaint to be filed in the

case entitled: *Ly Hai v. Sunroad HS Auto, Inc., et al.*, Case No. 37-2022-000025788-CU-OE-CTL, which will serve to consolidate all lawsuits and PAGA Letters filed by Plaintiffs, to incorporate all Released PAGA Claims and all legal theories discussed at mediation into one consolidated operative complaint.

- 1.17. “PAGA” means the Private Attorneys General Act of 2004, codified at California Labor Code §§ 2698. et seq.
- 1.18. “PAGA Employees’ Share” means 25% of the PAGA Penalties allocated to be paid in Individual PAGA Payments to the Aggrieved Employees.
- 1.19. “PAGA Letter(s)” means the Plaintiffs’ letters and supplemental letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). This includes LWDA Case Nos. LWDA-CM-858919-21, LWDA-CM-880351-22, LWDA-CM-909488-22, LWDA-CM-964812-23, and LWDA-CM-966814-23.
- 1.20. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period. Defendants represent that the total number of PAGA Pay Periods is approximately 39,283.
- 1.21. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA, in settlement of the Released PAGA claims.
- 1.22. “PAGA Penalties Amount” means the Gross Settlement Amount, less the following payments, in the amounts approved by the Court: PAGA Representative Service Payments, PAGA Counsel’s Attorneys’ Fees and Costs, and the Administration Expenses Payment.
- 1.23. “PAGA Period” means one year prior to each of the respective PAGA Letters, which varies depending on the dealership at issue and the date of the respective PAGA letter:
 - Sunroad Auto LLC – December 20, 2020, to the PAGA Period End Date
 - Sunroad HS Auto, Inc. – April 25, 2021, to the PAGA Period End Date
 - Sunroad CV Auto, Inc. – April 18, 2022, to the PAGA Period End Date
 - Sunroad MV Auto, Inc. – July 7, 2022, to the PAGA Period End Date
 - Sunroad EC Auto, LLC (formerly known as Sunroad BCV Auto, Inc.) – February 6, 2023, the PAGA Period End Date.
- 1.24. “PAGA Period End Date” means May 10, 2024., or when the total aggregate of PAGA Periods increase 10% above 39,283 (i.e. 43,211), whichever occurs sooner. If the PAGA Pay Periods of the PAGA Settlement Members exceeds 39,283 by more than 10%, Defendants have the option to: 1) increase the Gross Settlement Amount in proportion to the percentage the actual PAGA Pay Periods exceed the 10% threshold, in order to settle those additional pay periods.
- 1.25. “PAGA Representative Service Payments” means the Court-approved payments to all Plaintiffs in the amount of \$7,500 each, in consideration for a broader release of

claims and in recognition of their service on behalf of the Aggrieved Employees and State of California.

- 1.26. “PAGA Settlement Members” and/or “Aggrieved Employees” means all current and former non-exempt employees employed by Defendants Sunroad Auto, LLC; Sunroad HS Auto, Inc., Sunroad CV Auto, Inc.; Sunroad MV Auto, Inc.; and Sunroad EC Auto, LLC (formerly known as Sunroad BCV Auto, Inc.), either directly or as a joint employer, and who worked in California during the PAGA Period. No employee may opt out of being a PAGA Settlement Member.
- 1.27. “PAGA Settlement Notice” means the notice attached hereto as **Exhibit A**, that is to be mailed together with the Individual PAGA Payments, with no claims process required.
- 1.28. “Parties” means Plaintiffs and Defendants.
- 1.29. “Plaintiffs” means Tyler Wayne Sneed; Mohammad Tahbaz; Ly Hai; Shawn Farden; Jorge Aguirre; Roman Mayne; and Christianna Yousif, individually and in their capacities as representatives of the State of California on behalf of other aggrieved employees.
- 1.30. “Plaintiffs’ Attorneys” or “PAGA Counsel” means Shani O. Zakay of Zakay Law Group, APLC, Jean-Claude Lapuyade of JCL Law Firm, and Jonathan Genish and Barbara DuVan-Clarke of Blackstone Law, APC.
- 1.31. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Action, the Operative Complaint, and any amendments thereto, which occurred during the PAGA Period, including but not limited to, all claims for: 1) failure to pay all minimum or other wages (including commission, non-productive time, and piece-rate wages); 2) failure to pay all overtime and double time wages; 3) meal period violations and claims for meal period premium pay; 4) rest period violations and claims for rest period premium pay; 5) failure to properly pay paid sick leave / paid time off; 6) failure to pay all wages during employment and upon termination; 7) failure to furnish accurate itemized wage statements; 8) failure to maintain accurate payroll records; and 9) failure to reimburse business expenses all in violation of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 227.3, 233, 246 through 248.7, 256, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804. The Released PAGA Claims do not include other PAGA claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, or PAGA Claims outside of the PAGA Period.
- 1.32. “Released Parties” means: Defendants and each of their former and present insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendants.

1.33. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

2. RECITALS

- 2.1. On December 22, 2021, Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Tyler Wayne Sneed provided written notice to Defendants Sunroad Auto LLC; Sunroad Auto Holding Corporation; Sunroad Holding Corporation; Sunroad Dealerships Corporation; Sunroad CV Auto, LLC; Sunroad EC Auto, LLC; Sunroad HG Auto, LLC; and Sunroad KF Auto and to the LWDA of the Labor Code violations alleged to have been committed by those Defendants (“Sneed PAGA Letter”). The LWDA has not, at any time, indicated the intention to investigate the alleged violations referenced in the Sneed PAGA Letter.
- 2.2. On February 28, 2022, Plaintiff Tyler Wayne Sneed filed a Representative Action Complaint against Defendants Sunroad Auto LLC; Sunroad Auto Holding Corporation; Sunroad Holding Corporation; Sunroad Dealerships Corporation; Sunroad CV Auto, LLC; Sunroad EC Auto, LLC; Sunroad HG Auto, LLC; and Sunroad KF Auto, LLC in the Superior Court of the State of California, County of San Diego, alleging one cause of action for Civil Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804. (“Sneed Action”).
- 2.3. Plaintiff Tyler Wayne Sneed alleged claims for failure to provide compliant meal and rest periods; failure to allow employees to take duty-free meal and rest periods; failure to separately compensate for all non-productive time; failure to pay all minimum, regular, and overtime wages; failure to correctly calculate the regular rate of pay, failure to maintain true and accurate records; failure to reimburse business expenses; failure to provide accurate itemized wage statements; and failure to timely pay wages during, and upon termination of employment.
- 2.4. On April 25, 2022, Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Ly Hai provided written notice to Defendant Sunroad HS Auto, Inc. and to the LWDA of the Labor Code violations alleged to have been committed by Sunroad HS Auto, Inc. (“Hai PAGA Letter”). The LWDA has not, at any time, indicated the intention to investigate the alleged violations referenced in the Hai PAGA Letter.
- 2.5. On June 30, 2022, Plaintiff Ly Hai filed a Class and Representative Action Complaint against Defendant Sunroad HS Auto, Inc. in the Superior Court of the State of California, County of San Diego, alleging six causes of action for (1) Failure to Provide Meal Periods; (2) Failure to Authorize or Permit Rest Periods; (3) Failure to Timely Pay Final Wages; (4) Failure to Provide Itemized Wage Statements; (5) Unfair Competition Law; and (6) Civil Penalties Pursuant to PAGA. (“Hai Action”).

- 2.6. On September 22, 2022, Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Mohammad Tahbaz provided written notice to Defendants and to the LWDA of the Labor Code violations alleged to have been committed by Defendants (“Tahbaz PAGA Letter”). The LWDA has not, at any time, indicated the intention to investigate the alleged violations referenced in the Tahbaz PAGA Letter.
- 2.7. On September 30, 2022, each Defendant named in the Sneed Action filed an Answer to the Sneed Action and asserted arbitration as a defense.
- 2.8. On September 19, 2022, defendant Sunroad HS Auto, Inc. filed an Answer to the Hai Action and asserted arbitration as a defense.
- 2.9. On November 22, 2022, Ly Hai dismissed his individual and class claims without prejudice.
- 2.10. On April 18, 2023, Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs Tyler Wayne Sneed and Jorge Aguirre provided a supplementary written notice to Defendants and to the LWDA of the Labor Code violations alleged to have been committed by Defendants (“Aguirre PAGA Letter”). The LWDA has not, at any time, indicated the intention to investigate the alleged violations referenced in the Aguirre PAGA Letter.
- 2.11. On June 27, 2023, Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Shawn Farden provided written notice to Defendants and to the LWDA of the Labor Code violations alleged to have been committed by Defendants (“Farden PAGA Letter”). The LWDA has not, at any time, indicated the intention to investigate the alleged violations referenced in the Farden PAGA Letter.
- 2.12. On July 7, 2023, Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Roman Mayne provided written notice to Defendants and to the LWDA of the Labor Code violations alleged to have been committed by Defendants (“Mayne PAGA Letter”). The LWDA has not, at any time, indicated the intention to investigate the alleged violations referenced in the Mayne PAGA Letter.
- 2.13. On October 15, 2024, Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Shawn Farden and Christianna Yousif provided supplementary written notice to Defendants and to the LWDA of the Labor Code violations alleged to have been committed by Defendants (“Yousif PAGA Letter”). The LWDA has not, at any time, indicated the intention to investigate the alleged violations referenced in the Yousif PAGA Letter.

Mediation and Settlement

- 2.14. Defendants deny the allegations in the Action and the Operative Complaint, deny any failure to comply with the laws identified in the Action and the Operative Complaint and deny any and all liability for the causes of action alleged. Defendants represent that all Plaintiffs have signed arbitration agreements requiring individual arbitration.
- 2.15. The Parties subsequently agreed to engage in mediation, which took place on February 7, 2024, with experienced wage-and-hour and representative action mediator, Chris

Barnes, Esq. The Parties engaged in formal and informal discovery before the mediation. The Parties also engaged in extensive settlement negotiations at the mediation, which involved substantial offers and counteroffers between the Parties. While the matter did not settle at the mediation, continued negotiations assisted by Mr. Barnes resulted in this Settlement.

- 2.16. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the Action and the Operative Complaint and made a thorough study of the legal principles applicable to the claims asserted against Defendants. Plaintiffs' Counsel concluded the Settlement is fair, reasonable, and adequate, given all known facts and circumstances, including the defenses asserted by Defendants, potential adverse findings regarding liability, and numerous potential appellate issues.
- 2.17. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action which settlement in principle was memorialized in the form of a Mediator's Proposal. Once executed, this Agreement replaces and supersedes the Mediator's Proposal and any other agreements, understandings, or representations between the Parties.
- 2.18. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Aggrieved Employees have merit or that Defendants bear any liability to Plaintiffs or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. Defendants denied and continue to deny, every claim and contention alleged in the Action, and have always maintained that they never engaged in any unlawful acts regarding the matters alleged in the Action.
- 2.19. If for any reason the Settlement does not become effective, Defendants reserve all available defenses to the claims in the Action and reserve the right to compel Plaintiffs' individual PAGA claims to arbitration or seek a stay and/or dismissal of the representative PAGA claims. If the court does not grant approval of the Settlement, the Parties will stipulate that the case will be returned to its status as of February 5, 2024.
- 2.20. As part of this Settlement Agreement, the Parties agreed to stipulate to the filing of an amended Consolidated Complaint that consolidates all of Plaintiffs' alleged PAGA claims into the Hai Action. The amended Consolidated Complaint also will serve to clarify the basis for all claims, causes of action, and theories of liability addressed during the mediation. Plaintiffs will also serve a supplemental letter to the LWDA enclosing the amended Consolidated Action Complaint.
- 2.21. To accomplish the foregoing, the Parties shall stipulate to allow Plaintiffs to file a First Amended (Consolidated) Complaint in the matter entitled: *Ly Hai v. Sunroad HS Auto, Inc., et al., Case No. 37-2022-000025788-CU-OE-CTL*. The First Amended (Consolidated) Complaint shall be the operative complaint in the Action (the "Operative Complaint"). Once the consolidated Operative Complaint is accepted, all other pending actions shall be dismissed. Defendants need not file a response to the Operative Complaint, but shall be deemed to have denied the allegations and asserted the same

defenses (including arbitration) as asserted in the initial answers filed in the Sneed Action and Hai Action.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree:

3. NON-ADMISSION OF LIABILITY

Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty, and costs of further prosecution, the difficulty of proof necessary to establish a manageable group for purposes of liability, and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interests of the PAGA Settlement Members.

By entering into this Settlement, Defendants deny any liability for any of the claims in the Action, and any other potential or unknown claims based on wage and hour violations under California or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, may be construed as, or may be used as, an admission, concession, or indication by or against Defendants of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendants specifically deny that they have engaged in any unlawful or wrongful conduct against Plaintiffs or the PAGA Settlement Members.

4. MONETARY TERMS

4.1. Gross Settlement Amount. Except as otherwise provided by Section 10 below, Defendants shall pay a monetary settlement payment in a total amount not to exceed \$480,000 ("Gross Settlement Amount"). The Gross Settlement Amount is the maximum monetary amount Defendants can be required to pay under this Settlement. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the PAGA Representative Service Payments to Plaintiffs, the LWDA PAGA Payment, Attorneys' Fees and Costs, and the Administration Expenses Payment. Defendants have no obligation to pay the Gross Settlement Amount prior to the Effective Date 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. The Gross Settlement Amount shall be all-in and none of the Gross Settlement Amount will revert to Defendants.

4.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the order granting Approval of the PAGA Settlement.

(a) To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount which is currently estimated to be \$168,000.00 and PAGA Counsel Litigation Costs of not more than \$25,000. Defendants 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 Attorneys' Fees and Costs. If the Court approves a PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of the Attorneys' Fees and Costs. The Administrator will pay the PAGA Counsel Attorneys' Fees and Costs using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Attorneys' Fees and Costs and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- (b) Plaintiffs: Plaintiff's PAGA Representative Service Payment to PAGA Representatives Tyler Wayne Sneed, Ly Hai, Mohammad Tahbaz, Shawn Farden, Jorge Aguirre, Roman Mayne, and Christianna Yousif of not more than \$7,500 each (in addition to any Individual PAGA Payment that Plaintiffs are entitled to receive as a PAGA Settlement Member). Defendants will not oppose Plaintiffs' request for PAGA Representative Service Payments that do not exceed this amount. If the Court approves PAGA Representative Service Payments in an amount less than the amount requested, the Administrator will retain the remainder in the PAGA Penalties Amount. The Administrator will pay the PAGA Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the PAGA Representative Service Payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$8,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment in an amount less than \$8,500.00, the Administrator will allocate the remainder to the PAGA Penalties Amount.
 - i. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

5. SETTLEMENT FUNDING

- 5.1. Aggrieved Employee Data. Within twenty-one (21) days of the Effective Date, Defendants will simultaneously 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.
- 5.2. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 28 days after the Effective Date. Within 15 days after the Defendants fully fund the Gross Settlement Amount, the Settlement Administrator shall distribute the PAGA Penalties Amount to the LWDA and to the PAGA Settlement Members. Payments to PAGA Settlement Members shall be made via U.S. Mail to their last known addresses.

- 5.3. Formula for Calculating Individual PAGA Payments from the PAGA Employees' Share. The portion of the PAGA Employees' Share to be paid to each PAGA Settlement Member shall be determined based on the following pay period formula:

The payment to PAGA Settlement Members will be based on the number of pay periods worked by each PAGA Settlement Member during the PAGA Period. The Administrator will calculate each Individual PAGA Payment by (a) dividing the PAGA Employees' Share (which is 25% of the PAGA Penalties Amount) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period. The resulting pay period value will then be multiplied by the number of PAGA Pay Periods worked by each PAGA Settlement Member to calculate their individual payment ("Individual PAGA Payment"). Defendants' records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

- 5.4. Distribution of PAGA Penalties Amount. The Settlement Administrator shall pay an amount equivalent to 75% of the PAGA Penalties Amount to the LWDA (i.e., the LWDA PAGA Payment), or as otherwise directed by the Court. A copy of the check that the Settlement Administrator mails to the LWDA shall be provided to Plaintiffs' Counsel within five days of mailing.

The Settlement Administrator shall also distribute the Individual PAGA Payments to each PAGA Settlement Member, or as otherwise directed by the Court, by postmarked First Class U.S. Mail. The Settlement Administrator shall maintain a list of the postmarked dates for the original mailing of each Individual PAGA Payment to the PAGA Settlement Members and a list of PAGA Settlement Members who did not receive the Individual PAGA Payments, if any, due to the inability to locate a valid address.

All Individual PAGA Payment checks will remain valid and negotiable for 180 days from the date of their issuance. After 180 days, any uncashed checks will be void and the Administrator shall transmit the funds represented by such uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee whose check remains uncashed.

The Settlement Administrator will prepare and issue IRS Form 1099s to PAGA Settlement Members who received an Individual PAGA Payment. The payment of Individual PAGA Payments shall not obligate Defendants 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.

- 5.5. Tax Treatment. PAGA Settlement Members will assume any tax obligations or consequences that may arise from the receipt of their Individual PAGA Payments. PAGA Settlement Members release any and all claims they have or may have against Defendants or Released Parties for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time

by Defendants or any of the Released Parties. The PAGA Settlement Members shall not contact Defendants, any of the Released Parties, or Defense Counsel.

6. RELEASE OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs, Aggrieved Employees, the State of California, and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. In addition to the claims released under Sections 6.2 below, Plaintiffs and Plaintiffs' former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, agree to a general release of any and all claims, transactions, or occurrences against the Released Parties—which will include without limitation any and all claims which in any way relate to Plaintiffs' employment with Defendants or alleged employment with all other Defendants, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Operative Complaint or not, including but not limited to any claims under the Fair Labor Standards Act ("FLSA"), Title VII, Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), Age Discrimination in Employment Act ("ADEA"), Family Medical Leave Act ("FMLA") and/or California Family Rights Act ("CFRA"); Private Attorneys General Act ("PAGA"), California Labor Code, or any Industrial Welfare Commission Wage Order, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof ("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. 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.

(a) Plaintiffs' Waiver of Rights Under 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.

6.2. Release of PAGA Claims by the LWDA and PAGA Settlement Members. All Aggrieved Employees (i.e. PAGA Settlement Members), the State of California, and the LWDA 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 of the Released PAGA Claims. The Parties agree that the settlement of this Action shall be effective as a full and final accord and satisfaction, settlement of, and as a bar to, the claims for civil penalties resulting from the Labor Code violations alleged, or that could have been alleged, against Defendants arising out of the facts, circumstances, and primary rights in the Operative Complaint. The Parties further

agree the settlement of this Action shall be binding on Plaintiffs, the PAGA Settlement Members, the LWDA, the State of California, Defendants, and the Released Parties. Because of this release, the PAGA Settlement Members cannot sue under, or recover in any other action brought under PAGA, California Labor Code §§ 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period. This includes PAGA claims that occurred during the PAGA Period for: for 1) failure to pay all minimum or other wages (including commission and piece-rate wages); 2) failure to pay all overtime and double time wages; 3) meal period violations and claims for meal period premium pay; 4) rest period violations and claims for rest period premium pay; 5) failure to properly pay paid sick leave / paid time off; 6) failure to pay all wages during employment and upon termination; 7) failure to furnish accurate itemized wage statements; 8) failure to maintain accurate payroll records; and 9) failure to reimburse business expenses, all in violation of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 227.3, 233, 246 through 248.7, 256, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804.

- 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 Attorneys' Fees and Costs incurred in connection with the Action and the PAGA Period facts stated in the Operative Complaint and the PAGA Letters.

7. MOTION OR APPLICATION FOR APPROVAL OF PAGA SETTLEMENT

- 7.1. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.
- 7.2. Plaintiffs' Responsibilities. Plaintiffs' Counsel 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 and Judgment; (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 Plaintiffs, 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)), and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected the Administrator to serve in that role and verified that, as a condition of appointment, the Administrator 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. The Administrator's

duties will include preparing, printing, and mailing the PAGA Settlement Notice to all PAGA Settlement Members; conducting a National Change of Address database search to update PAGA Settlement Members' addresses before mailing the PAGA Settlement Notice; re-mailing PAGA Settlement Notices that are returned to the PAGA Settlement Member's new address; calculating Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest in 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 (if any) 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. 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 the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Attorney's Fees and Costs, 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 judgment, motions for 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 appeals regarding matters that do not affect the amount of the PAGA Penalties Amount.

10. PAGA SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on their records, Defendants estimate there are 1,268 Aggrieved Employees who worked 39,283 pay periods during the PAGA Period. If the PAGA Pay Periods exceed 39,283 by more than 10%, Defendants have the option to either: 1) pay a pro-rata amount over the Gross Settlement Amount to address any additional pay periods above the 10% threshold and settle those additional PAGA Pay Periods. (For example, if the actual number of PAGA Pay Periods is 11% higher than 39,283, the Gross Settlement Amount will be increased by 1%), or 2) alternatively, Defendants will have the option to end the PAGA Period on the date when PAGA Pay Periods do not exceed the 10% threshold.

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability or Representative Action Manageability for Other Purposes.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to be, nor should be construed as, an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted in the Action; nor should this Agreement be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that agreeing to representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' 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. No Publicity. Plaintiffs and PAGA Counsel will not contact the media about the

Settlement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendants liable. Plaintiffs and Plaintiffs' Counsel shall not publicize or refer to the fact or amount of the Settlement on their websites, social media, any other marketing materials, or legal publications. Plaintiffs and Plaintiffs' Counsel will not state on their websites, social media, any other marketing materials, or legal publications, that Defendants engaged in any act contrary to California law, or denied payment owed to its employees, or otherwise committed any violations of the California Labor Code or any other local, state, or federal law, otherwise disparage Defendants, or otherwise identify Defendants. Defendants may report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements, or with respect to any financial or other disclosures, which in their judgment are necessary. Plaintiffs may disclose publicly available information about the Settlement in future filings with the court regarding adequacy of counsel.

11.3. 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 mediator's proposal, memorandum of understanding, oral representations, warranties, covenants, or inducements made to or by any Party.

11.4. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, 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.

11.5. 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 the Settlement Agreement if necessary, and/or 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. If the Court believes the amount of Administration Expenses; Attorneys' Fees, Attorneys' Costs; or PAGA Representative Service Payment(s) should be modified, the other terms of the Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the PAGA Penalties Amount. A reduction to the Attorneys' Fees, Attorneys' Expenses; or PAGA Representative Service Payment is not a ground for rescinding the Agreement.

- 11.6. 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 Parties in this Settlement.
- 11.7. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are 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.
- 11.8. Modification of Agreement. Before its approval by the Court, 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. After Court approval, 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.
- 11.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties. Plaintiffs represent covenant, and warrant they have not directly or indirectly, assigned, transferred, or encumbered any claim, demand, action, cause of action, or right released in the Released Claims in this Settlement. This Settlement shall be binding upon Plaintiffs, Defendants, the PAGA Settlement Members, and the State of California.
- 11.10. 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.
- 11.11. 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.
- 11.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.13. 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 or other data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the 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 out all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of the Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of the Aggrieved Employee Data.

11.14. 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.

11.15. 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.

11.16. 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, addressed as follows:

To Plaintiffs and the PAGA Settlement Members:

Shani O. Zakay
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 255-9047
E-Mail: shani@zakaylaw.com

Barbara DuVan-Clarke
Blackstone Law, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Tel: (310) 622-4278
E-Mail: bdc@blackstonepc.com

Jean-Claude Lapuyade
JCL Law Firm, A.P.C.
5440 Morehouse Drive, Suite 3600
San Diego, California 92121
E-Mail: jlapuyade@jcl-lawfirm.com

To Defendants:

Tim L. Johnson
Jesse C. Ferrantella
Cameron J. Davila
Ogletree, Deakins, Nash, Smoak & Stewart, P.C
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel: 858-652-3100
Fax: 858-652-3101
E-Mail: tim.johnson@ogletree.com
jesse.ferrantella@ogletree.com

11.17. 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.

11.18. 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, pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 shall be extended for the entire period of this settlement process, beginning on the date of execution of this Agreement, through the date of distribution of the Settlement funds.

11.19. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

12. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 11/04/2024


Tyler Sneed (Nov 4, 2024 18:15 PST)

Plaintiff Tyler Sneed

Dated: _____

Plaintiff Ly Hai

Dated: _____

Plaintiff Shawn Farden

Dated: 11/06/2024


jorge aguirre (Nov 6, 2024 14:26 PST)

Plaintiff Jorge Aguirre

To Defendants:

Tim L. Johnson
Jesse C. Ferrantella
Cameron J. Davila
Ogletree, Deakins, Nash, Smoak & Stewart, P.C
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel: 858-652-3100
Fax: 858-652-3101
E-Mail: tim.johnson@ogletree.com
jesse.ferrantella@ogletree.com

11.17. 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.

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Dated: 11/04/2024


Tyler Sneed (Nov 4, 2024 18:15 PST)

Plaintiff Tyler Sneed

Dated: 11/13/2024



Plaintiff Ly Hai

Dated: 11/06/2024



Plaintiff Shawn Farden

Dated: _____

Plaintiff Jorge Aguirre

Dated: 11/06/2024

Roman Mayne

Plaintiff Roman Mayne

Dated: 11/4/2024

mohammad tahbaz
mohammad tahbaz (Nov 4, 2024 21:00 PST)

Plaintiff Mohammad Tahbaz

Dated: 11/06/2024

Christianna Yousif

Plaintiff Christianna Yousif

Dated: _____

_____[name]
For Defendant Sunroad Auto LLC

Dated: _____

_____[name]
For Defendant Sunroad HS Auto, Inc.

Dated: _____

_____[name]
For Defendant Sunroad CV Auto, Inc.

Dated: _____

_____[name]
For Defendant Sunroad MV Auto, Inc.

Dated: _____

_____[name]
For Defendant Sunroad EC Auto, LLC
(formerly known as Sunroad BCV Auto, Inc.)

Approved as to Form

Dated: _____

Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiffs

Dated: _____

Plaintiff Roman Mayne

Dated: 11/4/2024

mohammad tahbaz
mohammad tahbaz (Nov 4, 2024 21:00 PST)

Plaintiff Mohammad Tahbaz

Dated: _____

Plaintiff Christianna Yousif

Dated: _____

_____[name]
For Defendant Sunroad Auto LLC

Dated: _____

_____[name]
For Defendant Sunroad HS Auto, Inc.

Dated: _____

_____[name]
For Defendant Sunroad CV Auto, Inc.

Dated: _____

_____[name]
For Defendant Sunroad MV Auto, Inc.

Dated: _____

_____[name]
For Defendant Sunroad EC Auto, LLC
(formerly known as Sunroad BCV Auto, Inc.)

Approved as to Form

Dated: 11/6/2024



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiffs

Dated: _____

Plaintiff Roman Mayne

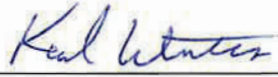
Dated: _____

Plaintiff Mohammad Tahbaz

Dated: _____

Plaintiff Christianna Yousif

Dated: 11/5/2024



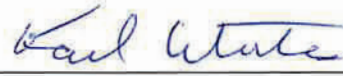
Karl Winters, Chief Financial Officer
For Defendant Sunroad Auto LLC

Dated: 11/5/2024



Karl Winters, Chief Financial Officer
For Defendant Sunroad HS Auto, Inc.

Dated: 11/5/2024



Karl Winters, Chief Financial Officer
For Defendant Sunroad CV Auto, Inc.

Dated: 11/5/2024



Karl Winters, Chief Financial Officer
For Defendant Sunroad MV Auto, Inc.

Dated: 11/5/2024



Karl Winters, Chief Financial Officer
For Defendant Sunroad EC Auto, LLC
(formerly known as Sunroad BCV Auto, Inc.)

Approved as to Form

Dated: _____

Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiffs

Dated: _____

Barbara Duvan-Clarke
Blackstone Law, APC
Attorney for Plaintiffs

Dated: _____

Jean-Claude Lapuyade
JCL Law Firm, A.P.C.
Attorney for Plaintiffs

Dated: 11/12/2024

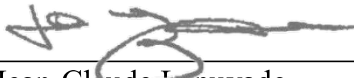


Tim L. Johnson
Jesse C. Ferrantella
Cameron J. Davila
Ogletree, Deakins, Nash, Smoak & Stewart, P.C
Attorney for Defendants

Dated: _____

Barbara Duvan-Clarke
Blackstone Law, APC
Attorney for Plaintiffs

Dated: 11/6/2024



Jean-Claude Lapuyade
JCL Law Firm, A.P.C.
Attorney for Plaintiffs

Dated: _____

Tim L. Johnson
Jesse C. Ferrantella
Cameron J. Davila
Ogletree, Deakins, Nash, Smoak & Stewart, P.C
Attorney for Defendants

Dated: 11/18/2024



Barbara Duvan-Clarke
Blackstone Law, APC
Attorney for Plaintiffs

Dated: _____

Jean-Claude Lapuyade
JCL Law Firm, A.P.C.
Attorney for Plaintiffs

Dated: _____

Tim L. Johnson
Jesse C. Ferrantella
Cameron J. Davila
Ogletree, Deakins, Nash, Smoak & Stewart, P.C
Attorney for Defendants