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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CRISTIAN S. CASTILLO, an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

GMF, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 22STCV19548

[Assigned for all purposes Stuart M. Rice
in Dept. 1]

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

ACTION FILED: June 15, 2022
TRIAL DATE: None set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 CRISTIAN CASTILLO (“Plaintiff”), on behalf of himself and all others similarly situated and
4 aggrieved, on one hand; and Defendant GMF, INC. (“Defendant”), on the other hand, in the
5 lawsuit entitled *Castillo v. GMF, Inc.*, filed in Los Angeles County Superior Court, Case No.
6 22STCV19548 (the “Action”). Plaintiff and Defendant shall be, at times, collectively referred to
7 as the “Parties”. This Agreement is intended by the Parties to fully, finally and forever resolve
8 the claims as set forth herein, based upon and subject to the terms and conditions of this
9 Agreement.

10 **1. DEFINITIONS**

11 **A. “Action”** means the class action, entitled *Castillo v. GMF, Inc.*, filed in Los
12 Angeles County Superior Court, Case No. 22STCV19548.

13 **B. “Aggrieved Employees”** means Class Members working for Defendant as non-
14 exempt, hourly-paid employees during the PAGA Period in the State of California.

15 **C. “Class Counsel”** means David D. Bibiyan and Vedang J. Patel of Bibiyan Law
16 Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s
17 Counsel.”

18 **D. “Class Period”** means the period from June 15, 2018 through September 8, 2023.

19 **E. “Class Notice”** means and refers to the notice sent to Class Members after
20 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
21 Agreement.

22 **F. “Court”** means the Superior Court of the State of California for the County of
23 Los Angeles.

24 **G. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
25 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
26 objector, 60 days from the date of the Final Approval and Judgment; or (3) to the extent any
27 appeals have been filed, the date on which they have been resolved or exhausted.

28 **H. “Defendant”** means, collectively, GMF, INC.

1 **I. “Employer Taxes”** means employer-funded taxes and contributions imposed on
2 the wage portions of the Individual Settlement Payments under the Federal Insurance
3 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
4 and contributions required of employers, such as for unemployment insurance.

5 **J. “General Release”** means the broader release of claims by Plaintiff, which is in
6 addition to Plaintiff’s limited release of claims as a Participating Class Member.

7 **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Two
8 Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00),¹ which shall be paid by
9 Defendant, from which all payments for the Individual Settlement Payments to Participating
10 Class Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation
11 costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the
12 PAGA Payment and the LWDA Payment shall be paid. It expressly excludes Employer Taxes,
13 which shall be paid by Defendant separate, apart and in addition to the Gross Settlement Amount.

14 **L. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
15 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
16 Settlement Share if he or she is also a Participating Class Member.

17 **M. “Individual Settlement Payment”** means a payment to a Participating Class
18 Member of his or her net share of the Net Settlement Amount.

19 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
20 Amount that a Participating Class Member is projected to receive based on the number of
21 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
22 shall be reflected in his or her Class Notice.

23 **O. “LWDA Payment”** means the payment to the State of California Labor and
24 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
25 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross
26 Settlement Amount. The Parties have agreed that Twenty Five Thousand Dollars and Zero
27 Cents (\$25,000.00) shall be allocated toward PAGA penalties, of which Eighteen Thousand

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¹ As the same may be increased in accordance with Paragraph 17 below.

1 Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) will be paid to the LWDA (*i.e.*, the
2 LWDA Payment) and Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00)
3 will be paid to Aggrieved Employees on a *pro rata* basis based on the pay periods worked
4 for Defendant as a non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.*
5 the PAGA Payment).

6 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
7 that is available for distribution to the Participating Class Members after deductions for the Court-
8 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
9 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
10 Payment and the PAGA Payment.

11 **Q. “Operative Complaint” or “Complaint”** means the First Amended Complaint
12 filed with the Court.

13 **R. “PAGA Payment”** is the 25% portion of the Twenty Five Thousand Dollars and
14 Zero Cents (\$25,000.00) that is allocated toward PAGA penalties, Six Thousand Two
15 Hundred Fifty Dollars and Zero Cents (\$6,250.00), that will be paid to Aggrieved Employees
16 on a *pro rata* basis based on the pay periods worked as non-exempt, hourly-paid employees
17 in California in the PAGA Period, which would be in addition to their Individual Settlement
18 Payment if they are Participating Class Members, as well.

19 **S. “PAGA Period”** means the period from June 15, 2021 through the end of the
20 Class Period.

21 **T. “Pay Periods”** means the number of pay periods that a Settlement Class Member
22 was employed by and worked for the Defendant in a non-exempt, hourly position during the
23 Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates
24 (as applicable).

25 **U. “Participating Class Members”** means all Settlement Class Members who do
26 not submit a timely and valid Request for Exclusion.

27 **V. “Participating Individual Settlement Share”** means the gross amount of the Net
28 Settlement Amount that a Participating Class Member is eligible to receive based on the number

1 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
2 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
3 may be entitled if he or she is also an Aggrieved Employee.

4 **V. “Plaintiff,” “Named Plaintiff” or “Class Representative”** shall refer to Plaintiff
5 Cristian Castillo.

6 **W. “Preliminary Approval Date”** means the date on which the Court enters an Order
7 granting preliminary approval of the Settlement.

8 **X. “Released Parties”** shall mean Defendant and each of their past, present and
9 future respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-
10 sponsored employee benefit plans of any nature, and their successors and predecessors in interest,
11 including all of their officers, directors, shareholders, exempt employees, agents, principals,
12 heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries,
13 trustees and agents.

14 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
15 any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator,
16 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
17 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
18 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing
19 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
20 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
21 shall be the exclusive means for determining whether a Request for Exclusion, Objection or
22 Workweek Dispute was submitted by the Response Deadline.

23 **Z. “Request for Exclusion”** means a written request to be excluded from the
24 Settlement Class pursuant to Paragraph 9(C) below.

25 **AA. “Service Award”** means monetary amounts to be paid to Plaintiff of up to Seven
26 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), which, subject to Court approval,
27 will be paid out of the Gross Settlement Amount.
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1 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
2 Administrator in administration of the Settlement, including, but not limited to, translating the
3 Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and
4 Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual
5 PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and
6 withholdings, providing declarations, generating Individual Settlement Payment checks and
7 related tax reporting forms, doing administrative work related to unclaimed checks, transmitting
8 payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement
9 of litigation costs and expenses, to Plaintiff for her Service Award and to the LWDA for the
10 LWDA Payment, providing weekly reports of opt-outs, objections and related information, and
11 any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to
12 the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed
13 \$7,250.00. If the actual amount of the Settlement Administration Costs is less than \$7,250.00,
14 the difference between \$7,250.00 and the actual Settlement Administration Costs shall be a part
15 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$7,250.00, then
16 such excess will be paid solely from the Gross Settlement Amount and Defendant will not be
17 responsible for paying any additional funds in order to pay these additional costs.

18 **CC. “Settlement Administrator”** means the Third-Party Administrator mutually
19 agreed upon by the Parties that will be responsible for the administration of the Settlement
20 including, without limitation, translating the Class Notice in Spanish, distribution of the
21 Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount
22 and related matters under this Agreement.

23 **DD. “Settlement Class,” “Settlement Class Members” or “Class Members”** means
24 all current and former non-exempt, hourly-paid employees who worked in California for
25 Defendant at any time during the Class Period.

26 **EE. “Workweeks”** means the number of weeks that a Settlement Class Member was
27 employed by the Defendant in a non-exempt, hourly position during the Class Period in
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California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. **BACKGROUND**

A. On June 15, 2022, Plaintiff filed a putative wage-and-hour class action alleging that, during the Class Period, Defendant, as it pertains to Class Members: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages due upon termination; (6) all claims for failure to provide accurate wage statements; (7) all claims for failure to timely pay wages during employment; (8) all claims for failure to indemnify for all necessary expenditures or losses; (9) failure to timely provide a copy of records pertaining to employment for inspection or receipt; (10) failure to timely provide personnel records for inspection or receipt; and (11) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced (the “Class Action”).

B. On June 15, 2022, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“PAGA Notice”).

C. On August 14, 2022, after sixty-five (65) days had passed since Plaintiff filed and served the PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Plaintiff filed a separate representative action, seeking PAGA civil penalties against Defendant for Labor Code violations alleged in the PAGA Notice (“PAGA Action”).

D. Prior to mediation, Defendant agreed to informally produce the following: (1) class data points, including the number of workweeks worked during Class Period through mediation, the number of Class Members, the number of terminated/separated Class Members in the waiting time penalty period, the number of Aggrieved Employees (current and former), average pay rate, average regular rate of pay, and number of pay periods in the wage statement

1 period and PAGA Period; (2) Defendant's wage and hour policy documents; (3) all documents
2 concerning Plaintiff available to Defendant; and (4) time and payroll records for 33% of the
3 employees during the period from June 15, 2018 through mediation.

4 **E.** On September 8, 2023, the Parties participated in a full-day mediation before Hon.
5 Daniel Buckley (Ret.), a well-regarded mediator experienced in mediating complex labor and
6 employment matters. With the aid of the mediator's evaluation and support in the months after,
7 the Parties reached the Settlement to resolve the Action. As part of the Settlement, the Parties
8 agreed to stipulate to filing a First Amended Complaint in the Action to consolidate the Class
9 Action and PAGA Action.

10 **F.** Class Counsel has conducted significant investigation of the law and facts relating
11 to the claims asserted in the Action and in the PAGA Notice, and have concluded that the
12 Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement
13 Class, taking into account the sharply contested issues involved, the expense and time necessary
14 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
15 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
16 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
17 to be received by Settlement Class Members.

18 **G.** Defendant has concluded that, because of the substantial expense of defending
19 against the Class Action, the length of time necessary to resolve the issues presented herein, the
20 inconvenience involved and the concomitant disruption to its business operations, it is in its best
21 interest to accept the terms of this Agreement. Defendant denies each of the allegations and
22 claims asserted against it in the Class Action and in the PAGA Notice. However, Defendant
23 nevertheless desires to settle the Action for the purpose of avoiding the burden, expense and
24 uncertainty of continuing litigation, and for the purpose of putting to rest the controversies
25 engendered by the Action.

26 **H.** This Agreement is intended to and does effectuate the full, final and complete
27 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
28

1 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
2 and Aggrieved Employees.

3 **3. JURISDICTION**

4 The Court has jurisdiction over the Parties and the subject matter of the Action. The
5 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
6 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
7 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
8 pursuant to California Rules of Court, rule 3.769, subdivision (h).

9 **4. STIPULATION OF CLASS CERTIFICATION**

10 The Parties stipulate to the certification of the Settlement Class under this Agreement for
11 purposes of settlement only.

12 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

13 After full execution of this Agreement, Plaintiff will move for an order granting
14 preliminary approval of the Settlement, approving and directing the mailing of the proposed
15 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally
16 certifying the Settlement Class for settlement purposes only, and approving the deadlines
17 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes and
18 Objections. If and when the Court preliminarily approves the Settlement, and after administration
19 of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff
20 will move for an order finally approving the Settlement and seek entry of a Judgment in line with
21 this Settlement. The Parties may both respond to any Objections lodged to final approval of the
22 Settlement up to five (5) court days before the Final Approval Hearing.

23 **6. STATEMENT OF NO ADMISSION**

24 Defendant deny any wrongdoing of any sort and further deny any liability to Plaintiff and
25 the Settlement Class with respect to any claims or allegations asserted in the Action and the
26 PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims or
27 allegations asserted in the Class Action or in the PAGA Notice. Except as set forth elsewhere
28 herein, in the event that this Agreement is not approved by the Court or any appellate court, is

1 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,
2 limited or affected in any way any claims, rights or remedies, or defenses in the Class Action or
3 in the PAGA Notice, and Defendant will not be deemed to have waived, limited or affected in
4 any way any of their objections or defenses in the Class Action and in the PAGA Notice. The
5 Parties shall be restored to their respective positions in the Action prior to the entry of this
6 Settlement.

7 **7. RELEASE OF CLAIMS**

8 **A. Release by All Participating Class Members.**

9 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
10 of Judgment and payment by Defendant to the Settlement Administrator of the full Gross
11 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and
12 all Participating Class Members release all claims against the Released Parties asserted in the
13 Operative Complaint filed in the Action, or any and all claims that may be asserted against the
14 Released Parties based on the factual allegations in the Operative Complaint, including: (1) all
15 claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all
16 claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for
17 failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all
18 wages due upon termination; (6) all claims for failure to provide accurate wage statements; (7)
19 all claims for failure to timely pay wages during employment; (8) all claims for failure to
20 indemnify for all necessary expenditures or losses; (9) failure to timely provide a copy of records
21 pertaining to employment for inspection or receipt; (10) failure to timely provide personnel
22 records for inspection or receipt; and (11) all claims asserted through California Business &
23 Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in
24 the Operative Complaint (the "Class Released Claims").

25 **B. Release by All Aggrieved Employees**

26 For Aggrieved Employees and, to the extent permitted by law, the State of California, the
27 release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice
28 and in the PAGA Action, and thereafter alleged in the Operative Complaint for PAGA civil

penalties (the “PAGA Released Claims”). The Class Released Claims and PAGA Released Claims shall be referred to herein as the “Released Claims”.

C. Claims Not Released

The releases above expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and any other claims outside of the Class Released Claims of Participating Class Members arising during the Class Period and any other claims outside of the PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period.

D. General Release

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, payment by Defendant to the Settlement Administrator selected of the full Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, and, payment of the Service Award, in addition to the Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Agreement in connection with Plaintiff’s employment with Defendant or termination thereof, except for any and all other claims that may not be released as a matter of law through this Agreement. To the extent of the General Release provided herein, Plaintiff stipulates and agrees that, upon entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator selected of the full Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, and, payment of the Service Award, Plaintiff shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

5 **8. SETTLEMENT ADMINISTRATOR**

6 **A.** Plaintiff and Defendant, through their respective counsel, have selected Phoenix
7 Class Action Administration Solutions (“Phoenix”) to administer the Settlement, which includes,
8 but is not limited to, translating the Class Notice to Spanish, distributing and responding to
9 inquiries about the Class Notice, and calculating all amounts to be paid from the Gross Settlement
10 Amount. Charges and expenses of the Settlement Administrator, currently estimated to be
11 \$7,250.00, will be paid from the Gross Settlement Amount. If the actual amount of the Settlement
12 Administration Costs is less than \$7,250.00, the difference between \$7,250.00 and the actual
13 Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement
14 Administration Costs exceed \$7,250.00, then such excess will be paid solely from the Gross
15 Settlement Amount and Defendant will not be responsible for paying any additional funds in
16 order to pay these additional costs.

17 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION**
18 **PROCESS**

19 **A. Notice to the Settlement Class Members**

20 (1) Within seven (7) calendar days after the Preliminary Approval Date, Defendant’s
21 Counsel shall provide the Settlement Administrator with information with respect to each
22 Settlement Class Member, including his or her: (1) name; (2) last known address(es) currently in
23 Defendant’s possession, custody or control; (3) last known telephone number(s) currently in
24 Defendant’s possession, custody or control; (4) last known Social Security Number(s) in
25 Defendant’s possession, custody or control; and (5) the dates of employment (*i.e.*, hire dates and,
26 if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member (“Class
27 Data”). The Settlement Administrator shall perform an address search using the United States
28 Postal Service National Change of Address (“NCOA”) database and update the addresses

1 contained on the Class Data with the newly-found addresses, if any. Within seven (7) calendar
2 days or soon thereafter of receiving the Class Data from Defendant, the Settlement Administrator
3 shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-
4 class regular U.S. Mail using the most current mailing address information available. The
5 Settlement Administrator shall maintain the Class Data and digital copies of all the Settlement
6 Administrator's records evidencing the giving of notice to any Settlement Class Member for at
7 least four (4) years from the Final Approval Date.

8 (2) The Class Notice will set forth:

- 9 (a) the Settlement Class Member's estimated Individual
10 Settlement Payment and Individual PAGA Payment,
11 and the basis for each;
- 12 (b) the information required by California Rule of Court,
13 rule 3.766, subdivision (d);
- 14 (c) the material terms of the Settlement;
- 15 (d) the proposed Settlement Administration Costs;
- 16 (e) the definition of the Settlement Class;
- 17 (f) a statement that the Court has preliminarily approved
18 the Settlement;
- 19 (g) how the Settlement Class Member can obtain
20 additional information, including contact information
21 for Class Counsel;
- 22 (h) information regarding opt-out and objection
23 procedures;
- 24 (i) the date and location of the Final Approval Hearing;
25 and
- 26 (j) that the Settlement Class Member must notify the
27 Settlement Administrator no later than the Response
28 Deadline if the Settlement Class Member disputes the

accuracy of the number of Workweeks worked as set forth on his or her Class Notice (“Workweek Dispute”). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class Member within three (3) calendar days. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

(4) No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

B. Objections

Only Participating Class Members may object to the Settlement. In order for any Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do so by mailing a written objection to the Settlement Administrator at the address or phone number provided on the Class Notice no later than the Response Deadline. The Settlement

1 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's
2 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
3 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection
4 should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four
5 digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of
6 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
7 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
8 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
9 will remain a member of the Settlement Class and if the Court approves this Agreement, the
10 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
11 the same extent as a Settlement Class Member who does not object. The date of mailing of the
12 Class Notice to the objecting Settlement Class Member shall be conclusively determined
13 according to the records of the Settlement Administrator. Settlement Class Members need not
14 object in writing to be heard at the Final Approval Hearing; they may object or comment in
15 person at the hearing at their own expense. Class Counsel and Defendant's Counsel may respond
16 to any objection lodged with the Court up to five (5) court days before the Final Approval
17 Hearing.

18 **C. Requesting Exclusion**

19 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
20 Settlement by mailing a written request to be excluded from the Settlement ("Request for
21 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
22 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last
23 four (4) digits of the Class Member's Social Security Number; (3) the Class Member's signature;
24 and (4) the following statement: "Please exclude me from the Settlement Class in the *Castillo v.*
25 *GMF, Inc.* matter" or any statement of similar meaning standing for the proposition that the Class
26 Member does not wish to participate in the Settlement. The Settlement Administrator shall
27 immediately provide copies of all Requests for Exclusion to Class Counsel and Defendant's
28 Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its

1 declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
2 Member who requests exclusion using this procedure will not be entitled to receive any payment
3 from the Settlement and will not be bound by the Settlement Agreement or have any right to
4 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
5 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
6 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
7 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A
8 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a
9 Settlement Class Member submits an Objection and a Request for Exclusion, the Request for
10 Exclusion will control and the Objection will be overruled. Settlement Class Members who
11 worked during the PAGA Period as Aggrieved Employees that submit a valid Request for
12 Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA
13 Payments, and will be bound by the release of the PAGA Released Claims.

14 **D. Disputes Regarding Settlement Class Members' Workweek Data.**

15 Each Settlement Class Member may dispute the number of Workweeks attributed to him
16 or her on his or her Class Notice ("Workweeks Dispute"). Any such disputes must be mailed to
17 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
18 Response Deadline. The Settlement Administrator shall immediately provide copies of all
19 disputes to Class Counsel and counsel for Defendant and shall immediately attempt to resolve all
20 such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendant
21 and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the
22 dispute.

23 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
24 **PAGA PAYMENTS**

25 Individual Settlement Payments will be calculated and distributed to Participating Class
26 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
27 Members' respective number of Workweeks worked during the Class Period. Individual PAGA
28 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees

1 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
2 number of pay periods worked during the PAGA Period. Specific calculations of the Individual
3 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
4 follows:

5 **A.** The Settlement Administrator will determine the total number of Pay Periods
6 worked by each Settlement Class Member during the Class Period ("Class Member's
7 Workweeks"), as well as the aggregate number of pay periods worked by all Settlement Class
8 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
9 Administrator will determine the total number of Pay Periods worked by each Aggrieved
10 Employee during the PAGA Period ("Aggrieved Employee's Pay Periods"), as well as the
11 aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period
12 ("PAGA Pay Periods").

13 **B.** To determine each Settlement Class Member's Individual Settlement Share, the
14 Settlement Administrator will use the following formula: Individual Settlement Share =
15 (Settlement Class Member's Workweeks worked ÷ Class Workweeks) × Net Settlement
16 Amount.

17 **C.** To determine each Participating Class Member's Participating Individual
18 Settlement Share, the Settlement Administrator will determine the aggregate number of
19 Workweeks worked by all Participating Class Members during the Class Period ("Participating
20 Class Workweeks") and use the following formula: Individual Settlement Share =
21 (Participating Class Member's Workweeks worked ÷ Participating Class Workweeks) × Net
22 Settlement Amount.

23 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
24 to Participating Class Members by way of check and is referred to as "Individual Settlement
25 Payment(s)".

26 **E.** To determine each Aggrieved Employee's Individual PAGA Payment, the
27 Settlement Administrator will use the following formula: Aggrieved Employee's Individual
28

PAGA Payment = (Aggrieved Employee's Pay Periods worked ÷ PAGA Pay Periods) x \$6,250.00 (the PAGA Payment).

F. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

11. DISTRIBUTION OF PAYMENTS

A. Distribution of Individual Settlement Payments

Participating Class Members will receive an Individual Settlement Payment and Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, the *cy pres* recipient, for use in Los Angeles County. The Settlement Administrator shall prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court by Class Counsel along with a proposed amended judgment that is consistent with the provisions of Code of Civil Procedure section 384.

B. Funding of Settlement

Defendants shall, within seven (7) business days of the Final Approval Date make payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 17 of this Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC insured banking institution, for distribution in accordance with this

Agreement and the Court's Orders, and subject to the conditions described herein.

C. Time for Distribution

Within seven (7) calendar days after payment of the full Gross Settlement Amount and Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator shall distribute all payments due from the QSA for: (1) the Service Award to Plaintiff, as specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Costs Award to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA Payment, as specified in this Agreement and approved by the Court; (5) Individual PAGA Payments to Aggrieved Employees, as specified in this Agreement and approved by the Court; and (6) Individual Settlement Payments to Participating Class Members, less applicable taxes and withholdings, as specified in this Agreement and approved by the Court. All interest accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class Members based on the number of Workweeks worked by them in the Class Period.

12. ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys' fees of up to one third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 17 of this Agreement, amounts to \$83,333.33. Class Counsel shall further apply for, and Defendant shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to Thirty Thousand Dollars and Zero Cents (\$30,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle and obtain Final Approval of the settlement in Action. The "future" aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein). There will be no additional charge of any kind to either the Settlement Class Members or request for additional

consideration from Defendant for such work unless, Defendant materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

13. SERVICE AWARD TO PLAINTIFF

Named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, for participation in and assistance with the Action. Any Service Award and additional consideration awarded and/or paid to Plaintiff shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves the Service Award in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14. TAXATION AND ALLOCATION

a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); and 70% as interest and 10% penalties (to be reported on an IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that the employees' share of taxes and withholdings with respect to the wage portion of the Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes

1 set forth in this Section may be modified in a manner to bring Defendant into compliance with
2 any such changes.

3 c. All Employer Taxes shall be paid by Defendant separate, apart, and in addition to
4 the Gross Settlement Amount. Defendant shall remain liable to pay the employer's share of
5 payroll taxes as described above.

6 d. Neither Counsel for Plaintiff nor Defendant intend anything contained in this
7 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
8 be relied upon as such within the meaning of United States Treasury Department Circular 230
9 (31 C.F.R. Part 10, as amended) or otherwise.

10 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

11 The Parties agree to allocate Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)
12 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
13 percent (75%) of the amount allocated toward PAGA (\$18,750.00) will be paid to the LWDA
14 and twenty-five percent (25%) (\$6,250.00) will be distributed to Aggrieved Employees on a *pro*
15 *rata* basis based upon their respective pay periods worked as Aggrieved Employees during the
16 PAGA Period.

17 **16. COURT APPROVAL**

18 This Agreement is contingent upon an order by the Court granting Final Approval of the
19 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
20 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
21 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
22 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
23 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
24 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
25 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
26 the Settlement Agreement being voided or not approved, and which control in such an event.

1 **17. INCREASE IN WORKWEEKS**

2 Defendant represent that there are no more than 6,000 Workweeks worked by Class
3 Members during the Class Period. In the event the number of Workweeks worked increases by
4 more than 10% or 600 Workweeks worked (6,600Workweeks), the Gross Settlement Amount
5 shall be increased proportionally by the Workweeks worked in the Class Period in excess of
6 6,600 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated
7 by dividing the originally agreed-upon Gross Settlement Amount (\$250,000.00) by 6,600
8 Workweeks. The Parties agree that the Workweek Value amounts to and the settlement amounts
9 to \$41.66 per Workweek ($\$250,000.00 / 6,000 \text{ Workweeks}$). Thus, for example, should there be
10 7,000 Workweeks worked by Class Members in the Class Period, then the Gross Settlement
11 Amount shall be increased by \$16,664 ($(7,000 \text{ Workweeks} - 6,600 \text{ Workweeks}) \times \41.66 per
12 Workweek).

13 **18. NOTICE OF JUDGMENT**

14 In addition to any duties set out herein, the Settlement Administrator shall provide
15 notice of the Final Judgment entered in the Action by posting the same on its website for a
16 period of no less than four (4) years.

17 **19. MISCELLANEOUS PROVISIONS**

18 **A. Interpretation of the Agreement**

19 This Agreement constitutes the entire agreement between the Parties with respect to its
20 subject matter. Except as expressly provided herein, this Agreement has not been executed in
21 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
22 written representations or terms shall modify, vary or contradict its terms. In entering into this
23 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
24 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
25 enforced under the laws of the State of California, both in its procedural and substantive aspects,
26 without regard to its conflict of law provisions. Any claim arising out of or relating to the
27 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
28 Court of the State of California for the County of Los Angeles, and Plaintiff and Defendant

1 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection
2 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
3 and each of them, participated in the negotiation and drafting of this Agreement and had available
4 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor
5 Defendant may claim that any ambiguity in this Agreement should be construed against the other.
6 The Agreement may be modified only by a writing signed by counsel for the Parties and approved
7 by the Court.

8 **B. Further Cooperation**

9 The Parties and their respective attorneys shall proceed diligently to prepare and execute
10 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
11 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
12 will not take any action inconsistent with this Agreement, including, without limitation,
13 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
14 Party has taken actions inconsistent with the Settlement, including, without limitation,
15 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
16 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
17 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
18 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
19 opt-outs and/or objections.

20 **C. Counterparts**

21 The Agreement may be executed in one or more actual or non-original counterparts, all
22 of which will be considered one and the same instrument and all of which will be considered
23 duplicate originals.

24 **D. Authority**

25 Each individual signing below warrants that he or she has the authority to execute this
26 Agreement on behalf of the Party for whom or which that individual signs.

27 **E. No Third-Party Beneficiaries**

1 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
2 Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-
3 party beneficiaries.

4 **F. Deadlines Falling on Weekends or Holidays**

5 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
6 or legal holiday, that deadline shall be continued until the following business day.

7 **G. Jurisdiction of the Court**

8 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
9 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
10 of this Settlement Agreement and all orders and judgments entered in connection therewith,
11 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
12 interpreting, implementing, and enforcing the settlement embodied in this Settlement
13 Agreement and all orders and judgments entered in connection therewith.

14 **H. Severability**

15 In the event that one or more of the provisions contained in this Agreement shall for any
16 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
17 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
18 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
19 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.
20

21 **IT IS SO AGREED:**

22
23 Dated: 06/04/2025

Cristian Susana Castillo

Cristian Susana Castillo (Jury # 2062922-001 P.011)

CRISTIAN CASTILLO

Plaintiff and Class Representative

24
25
26 Dated: _____, 2025

GMF, INC.

Defendant

By: _____

Its: _____

1 AGREED TO AS FORM:

2 Dated: 9/24/2025

BIBIYAN LAW GROUP, P.C.

3 BY: /s/ Vedang J. Patel

4 VEDANG J. PATEL

5 Attorneys for Plaintiff CRISTIAN CASTILLO
6 on behalf of themselves and all others similarly
7 situated

8 Dated: _____

KAUFMAN DOLOWICH LLP

9 BY: _____

10 ROSELY GEORGE
11 STEVE BELILOVE

12 Attorneys for Defendant GMF, INC.
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2 Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-
3 party beneficiaries.

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11 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
12 interpreting, implementing, and enforcing the settlement embodied in this Settlement
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18 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
19 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.
20

21 **IT IS SO AGREED:**

22
23 Dated: _____, 2025

CRISTIAN CASTILLO
Plaintiff and Class Representative

24
25
26 Dated: 6-5, 2025

GMF, INC.
Defendant

By: Michael Liang
Its: CEO

1 AGREED TO AS FORM:

2 Dated:

BIBIYAN LAW GROUP, P.C.

3 BY:

4 VEDANG J. PATEL

5 Attorneys for Plaintiff CRISTIAN CASTILLO
6 on behalf of themselves and all others similarly
7 situated

8 Dated: June 10, 2025

KAUFMAN DOLOWICH LLP

9 BY:

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11 ROSELY GEORGE
12 STEVE BELILOVE

13 Attorneys for Defendant GMF, INC.
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