

1 **PAGA REPRESENTATIVE ACTION SETTLEMENT STIPULATION AND RELEASE**

2 This Settlement Agreement and Release is made and entered into between (1) Plaintiffs Martin
3 Neder and Fabian Ochoa ("Plaintiffs"), on behalf of all PAGA Settlement Members (as defined herein)
4 and (2) Defendants Silver Star Thousand Oaks, Inc., Silver Star JLR, Inc., Silver Star Motor Company,
5 Thousand Oaks Imports, and Topa Motors, Inc. ("Defendants") (referred to collectively as the
6 "Parties"), subject to approval from the Court, as provided below.

7 The Parties intend this PAGA Representative Action Settlement Agreement and Release to fully,
8 finally, and forever resolve, discharge, and settle the Released PAGA Claims, upon and subject to the
9 terms and conditions hereof, as follows:

10 **1. DEFINITIONS**

11 **1.1 "Action"** refers to the civil action that Plaintiffs will file in Superior Court in
12 Ventura County. The Action is a representative action under the Private Attorneys General Act of 2004
13 ("PAGA").

14 **1.2 "Agreement"** refers to this PAGA Representative Action Settlement Agreement
15 and Release.

16 **1.3 "Approval Order"** refers to the order issued and entered by the Court following a
17 motion for approval of this Settlement.

18 **1.4 "Complaint"** refers to the operative complaint that Plaintiffs will file in the
19 Action.

20 **1.5 "Defendants"** refer collectively to Silver Star Thousand Oaks, Inc., Silver Star
21 JLR, Inc., Silver Star Motor Company, Thousand Oaks Imports, and Topa Motors, Inc.

22 **1.6 "Defendants' Counsel"** refers to Bartko, Zankel, Bunzel & Miller. For purposes
23 of providing any notices required under this Settlement, Defendants' Counsel shall refer to: Louise Ann
24 Fernandez and Ronnie Shou, One Embarcadero Center, Suite 800, San Francisco, CA 94111.

25 **1.7 "Effective Date"** refers to the date upon which approval of the PAGA Settlement
26 is granted by the California Superior Court, County of Ventura, or other court assuming jurisdiction of
27 this matter.
28

1 **1.8 “Eligible Pay Periods”** refers to a pay period in which a PAGA Settlement
2 Member was employed by Defendants during the PAGA Period.

3 **1.9 “Gross Settlement Amount”** refers to the maximum settlement payment
4 Defendants will make in connection with the Settlement, which in this case is no more than \$175,000.
5 This sum shall include all Individual Settlement Payments made to PAGA Settlement Members,
6 Settlement Administration Costs, the Service Awards, the LWDA Payment, and Attorneys’ Fees and
7 Costs, as set forth below. No portion of the Gross Settlement Amount shall revert to Defendants.

8 **1.10 “Individual Settlement Payment”** refers to the amount calculated by the
9 Settlement Administrator to be distributed to each individual PAGA Settlement Member.

10 **1.11 “Judgment”** refers to the final judgment by the Court after approval of the
11 Settlement.

12 **1.12 “LWDA”** refers to the California Labor & Workforce Development Agency.

13 **1.13 “LWDA Payment”** refers to the seventy-five percent (75%) of the Net Settlement
14 Amount that constitutes the LWDA’s share of the settlement of civil penalties paid under this Settlement
15 pursuant to the PAGA.

16 **1.14 “Service Award”** refers to any payment that the Court awards to Plaintiffs for
17 their efforts in prosecuting the Action on behalf of the PAGA Settlement Members.

18 **1.15 “Net Settlement Amount”** refers to the Gross Settlement Amount minus the
19 Settlement Administration Costs, Attorneys’ Fees and Costs, and the Service Awards. The Net
20 Settlement Amount shall include all Individual Settlement Payments due to PAGA Settlement Members
21 and the LWDA Payment.

22 **1.16 “PAGA”** refers to the Private Attorneys General Act of 2004.

23 **1.17 “PAGA Distribution Fund”** refers to the twenty-five percent (25%) of the Net
24 Settlement Amount that will be distributed to PAGA Settlement Members.

25 **1.18 “PAGA Period”** refers to the period of July 22, 2021 through December 22,
26 2022.

27 **1.19 “PAGA Settlement Members”** refers to all persons employed by Defendants as
28 commissioned salespeople at Defendants’ dealerships during the PAGA Period.

1 **1.20** “**PAGA Settlement Member**” refers to individual PAGA Settlement Members.

2 **1.21** “**Parties**” refers to Plaintiffs and Defendants.

3 **1.22** “**Plaintiffs**” refers to Martin Neder and Fabian Ochoa.

4 **1.23** “**Plaintiff’s Counsel**” refers to Olivier & Schreiber LLP and Fineman Poliner
5 LLP. For purposes of providing any notices required under this Settlement, Plaintiffs’ Counsel shall
6 refer to Rachel Bien, Olivier & Schreiber LLP, 128 N. Fair Oaks Ave., Pasadena, CA 91103, and Phillip
7 Poliner, Fineman Poliner LLP, 155 North Riverview Drive, Anaheim Hills, California 92808.

8 **1.24** “**Released PAGA Claims**” refers to those claims defined in Paragraph 5.1 of this
9 Settlement. The Released PAGA Claims shall apply to all PAGA Settlement Members.

10 **1.25** “**Released Parties**” refers to Defendants and each of their parent companies,
11 subsidiaries, affiliates, current and former management companies, shareholders, members, agents
12 (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or
13 future officers, directors and employees) predecessors, successors, and assigns.

14 **1.26** “**Settlement**” refers to the terms of this Agreement.

15 **1.27** “**Settlement Administrator**” refers to the third-party administrator, who the
16 Parties mutually select, subject to Court approval, to perform the settlement administration and
17 distribution of payment functions further described in this Settlement. The Settlement Administrator
18 shall establish its own employer identification number and file an Internal Revenue Service Form W-9.
19 The Settlement Administrator shall meet all of the requirements to establish a Qualified Settlement Fund
20 (“QSF”) pursuant to U.S. Treasury Regulation Section 468B-1.

21 **2. PROCEDURAL HISTORY AND RECITALS**

22 **2.1 LWDA Notice.** On July 22, 2022, Plaintiff Martin Neder submitted a letter to the
23 LWDA alleging that Defendants had engaged in various violations of the California Labor Code. On
24 October 7, 2022, Plaintiff filed an amended notice that included Fabian Ochoa and alleged additional
25 violations.

26 **2.2 Plaintiffs’ Counsel’s Investigation.** Plaintiffs’ Counsel thoroughly investigated
27 the claims against Defendants in the Action and analyzed all applicable defenses raised by Defendants.
28 Such investigation included, but was not limited to, review and analysis of Defendants’ payroll records.

1 **2.3 Defendants' Denials.** Defendants denies and continues to deny that they are
2 liable for civil penalties as alleged in the Action. Nonetheless, without admitting or conceding any
3 liability or wrongdoing whatsoever, Defendants have agreed to settle the Action to avoid the burden,
4 expense, and uncertainty of continuing the Action. Any stipulations or statements by Defendants
5 contained in this Settlement are made for settlement purposes only.

6 **2.4 Plaintiffs' Counsel's Evaluation.** Based on Plaintiffs' Counsel's investigation
7 and evaluation, Plaintiffs' Counsel is of the opinion that the terms set forth in this Settlement are fair,
8 reasonable, adequate, and in the best interest of the PAGA Settlement Members. Plaintiffs' Counsel
9 diligently and effectively investigated Plaintiffs' claims, drafted the Complaint, reviewed and analyzed
10 documents and data produced, and attended mediation with an experienced employment mediator and
11 retired judge, Jeffrey K. Winikow. Plaintiffs' Counsel is of the belief that the risk of further litigation
12 resulting in no recovery of any relief or a recovery of less than the full value of the claims for Plaintiffs
13 and PAGA Settlement Members was a significant factor in determining that this Settlement is fair,
14 reasonable, and adequate.

15 **2.5 The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever
16 settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of
17 action, obligations or liability of any and every kind that were asserted in the Action.

18 **2.6 The Parties' Agreement to Cooperate.** The Parties agree to cooperate and to
19 take all steps necessary and appropriate to effectuate all aspects of this Settlement.

20 **3. SETTLEMENT ADMINISTRATOR**

21 **3.1 Settlement Administrator.** The Parties request that the Court appoint ILYM
22 Group, Inc. as the Settlement Administrator. All disputes relating to the Settlement Administrator's
23 performance of its duties, after good-faith efforts by the Parties to first resolve such disputes, will be
24 referred to the Court, if necessary, which will have continuing jurisdiction over this Settlement until all
25 payments and obligations contemplated by this Settlement have been fully completed.

26 **3.2 Data for Settlement Administrator.** Within ten (10) calendar days of the entry
27 of the Approval Order, Defendants shall provide to the Settlement Administrator the following
28 information: (1) name of each PAGA Settlement Member; (2) last known address and telephone number

1 of each PAGA Settlement Member; (3) the number of Eligible Pay Periods for each PAGA Settlement
2 Member; and (4) Social Security Numbers for each PAGA Settlement Member (collectively referred to
3 as "PAGA Member Data").

4 **3.3 Confidentiality of PAGA Member Data.** Defendants are providing the PAGA
5 Member Data confidentially, and the Settlement Administrator shall treat the PAGA Member Data as
6 private and confidential and take all necessary precautions to maintain the confidentiality of the PAGA
7 Member Data. The Settlement Administrator is to use this information only to carry out the Settlement
8 Administrator's duties as specified in this Settlement. The Settlement Administrator shall return the
9 data to Defendants or confirm its destruction upon completion of the Settlement Administrator's duties
10 in administering the Settlement. The PAGA Member Data may be shared with Plaintiffs' Counsel if it is
11 necessary in order for Plaintiffs' Counsel to fulfill its ethical obligations, including responding to
12 inquiries from PAGA Settlement Members.

13 **4. DISTRIBUTION OF SETTLEMENT PROCEEDS**

14 **4.1 Gross Settlement Amount.** Defendants agree to pay a maximum of \$175,000
15 toward the Gross Settlement Amount.

16 **4.2 Attorneys' Fees and Costs.** Plaintiffs' Counsel intends to request that the Court
17 approve an award for (a) attorneys' fees in the amount up to one-third of the Gross Settlement Amount
18 (i.e., \$58,333.33); and (b) costs and expenses of suit supported by adequate documentation by Plaintiffs'
19 Counsel, which are anticipated to be no more than \$12,000 (collectively referred to as "Attorneys' Fees
20 and Costs"). Except as provided in this Settlement, Defendants shall have no liability for any other
21 Attorneys' Fees or Costs with respect to the Released PAGA Claims.

22 **4.2.1 Approval of Attorneys' Fees and Costs Not Material.** The Court's
23 approval of the Attorneys' Fees and Costs is not a material term of the Settlement. If the Court does not
24 approve or approves only a lesser amount than that requested by Plaintiffs' Counsel for Attorneys' Fees
25 or Costs, the other terms of this Settlement shall still apply. Any amount of the Attorneys' Fees and
26 Costs requested by Plaintiffs' Counsel but unapproved by the Court shall be allocated to the Net
27 Settlement Amount.
28

1 **4.2.2 Timing of Payment of Attorneys' Fees and Costs.** The Settlement
2 Administrator shall pay to Plaintiffs' Counsel, Olivier & Schreiber LLP, approved Attorneys' Fees and
3 Costs no later than fifteen (15) calendar days after the Effective Date. Olivier & Schreiber LLP will be
4 responsible for allocating this payment among Plaintiffs' Counsel in accordance with the firms' co-
5 counsel agreement. The Settlement Administrator shall issue an Internal Revenue Service Form 1099 to
6 Olivier & Schreiber LLP for the Attorneys' Fees and Costs payment. Plaintiffs' Counsel shall be solely
7 and legally responsible for paying all applicable taxes on Attorneys' Fees and Costs payments and shall
8 indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest
9 arising as a result of the payment.

10 **4.3 Service Awards Payment.** Plaintiffs' Counsel intends to request that the Court
11 award Service Awards to each Plaintiff in the amount of \$3,000.00 to be drawn from the Gross
12 Settlement Amount. To the extent that the Court approves less than the amount of the Service Award
13 that Plaintiffs' Counsel requests, the difference will be included in the Net Settlement Amount.

14 **4.3.1 Approval of Service Award Not Material.** The Court's approval of the
15 Service Award is not a material term of this Agreement. If the Court does not approve or approves only
16 a lesser amount than that requested for the Service Award, then the other terms of this Agreement shall
17 remain in effect.

18 **4.3.2 Timing of Service Award.** The Settlement Administrator shall pay any
19 Service Award within fifteen (15) calendar days after the Effective Date. The Settlement Administrator
20 shall issue an IRS Form 1099 to each Plaintiff for the Service Award. Plaintiffs shall be solely
21 responsible for paying all applicable taxes on any Service Award and shall indemnify and hold harmless
22 Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the Service
23 Award.

24 **4.4 Settlement Administration Costs.** Plaintiffs' Counsel intends to request that the
25 Court approve the costs of settlement administration currently estimated not to exceed \$8,000
26 ("Settlement Administration Costs"). The Settlement Administration Costs approved by the Court will
27 be paid from the Gross Settlement Amount. Any amount of Settlement Administration Costs requested
28 by Plaintiffs' Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

1 Upon completion of administration of the Settlement set forth in this Agreement, the Settlement
2 Administrator shall provide written certification of such completion to Plaintiffs' Counsel and
3 Defendants' Counsel.

4 **4.4.1 Timing of Payment of Settlement Administration Costs.** The
5 Settlement Administrator shall pay itself any approved Settlement Administration Costs from the Gross
6 Settlement Amount within thirty (30) calendar days after the Effective Date.

7 **4.4.2 Approval of Administration Costs Not Material.** The Court's approval
8 of the Settlement Administration costs is not a material term of this Agreement. If the Court does not
9 approve or approves only a lesser amount than that requested for Administration costs, then the other
10 terms of this Agreement shall remain in effect.

11 **4.5 LWDA Payment.** The Parties will seek approval from the Court for an LWDA
12 Payment consisting of seventy-five percent (75%) of the Net Settlement Amount as the LWDA's share
13 of the settlement of civil penalties paid under this Settlement pursuant to PAGA ("LWDA Payment").
14 The remaining twenty-five percent (25%) of the Net Settlement Amount will constitute the "PAGA
15 Distribution Fund" for distribution to PAGA Settlement Members.

16 Each PAGA Settlement Member will be eligible to receive a portion of the Net Settlement
17 Amount based on the following formula:

18 The individual PAGA Settlement Share payment to each PAGA Settlement Member will
19 be calculated by dividing the number of Eligible Pay Periods attributed to him or her by
20 the number of all Eligible Pay Periods attributed to all PAGA Settlement Members
multiplied by the PAGA Distribution Fund.

21 The PAGA Member Data shall be used for purposes of calculating Individual Settlement
22 Payments. Defendants' records shall be determinative for purposes of calculating the number of
23 Eligible Pay Periods and any payments to PAGA Settlement Members. The Settlement Administrator
24 shall issue a check to each PAGA Settlement Member for their Individual Settlement Payment no later
25 than thirty (30) calendar days after the Effective Date with a letter explaining the payment, a true and
26 correct copy of which is attached hereto as "Exhibit A." Prior to mailing, the Settlement Administrator
27 will update the mailing addresses contained in the PAGA Member Data against the National Change of
28 Address Database.

Individual Settlement Payments will be characterized entirely as Form 1099 income.

4.6 Undeliverable or Uncashed Checks. Any Individual Settlement Payment checks returned to the Settlement Administrator as undeliverable shall be sent within five (5) calendar days via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address using a single computer skip-trace search, and it shall then perform a re-mailing within five (5) calendar days. Any Individual Settlement Payment checks that remain undeliverable or uncashed one hundred eighty (180) calendar days after the postmarked date of the initial mailing of the Individual Settlement Payments will be cancelled and the funds associated with such checks will be sent, to the California State Controller's Office, Unclaimed Property Fund in the names of such PAGA Settlement Members. The Settlement Administrator shall notify Plaintiffs' Counsel and Defendants' Counsel of any undeliverable checks.

4.7 Funding of Gross Settlement Amount. Defendants shall deposit the Gross Settlement Amount into the Qualified Settlement Fund established by the Settlement Administrator within ten (10) calendar days after the Effective Date.

4.8 Tax Payment Considerations. Plaintiffs' Counsel and Defendants are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to the Settlement.

5. RELEASES

5.1 Release by PAGA Settlement Members. By operation of the entry of the Approval Order and Judgment, and except as to such rights or claims as may be created by this Settlement, each PAGA Settlement Member will release the Released Parties of all claims for PAGA civil penalties alleged in the Complaint or that could have been alleged based on the facts alleged in the Complaint pertaining to Plaintiffs and the PAGA Settlement Members. This includes claims for PAGA civil penalties based on alleged violations of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 2810.5, and Wage Order 7 (the "Released Claims").

5.2 No Admission of Liability. By entering into this Settlement, Defendants in no way admit any violation of law or any liability whatsoever to PAGA Settlement Members, individually or collectively, and expressly deny all such liability. Defendant enters into this Settlement to avoid protracted litigation and to resolve and to settle all disputes with the PAGA Settlement Members. The

1 Parties understand and agree that this Settlement shall be inadmissible for any purpose in any
2 proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Settlement.

3 **6. SETTLEMENT APPROVAL PROCEDURE**

4 **6.1 Settlement Approval.** Plaintiffs shall submit to the Court an unopposed Motion
5 for Approval of PAGA Settlement within twenty (20) days of the execution of this Agreement. This
6 motion shall seek an order to approve the proposed Settlement. This motion shall include the basis for
7 the Gross Settlement Amount and why the amount is reasonable in light of the facts and controlling
8 authorities pertaining to the claims alleged.

9 **6.2 Effect of Failure to Obtain Approval.** If this Settlement or a substantially
10 similar settlement mutually agreed to by the Parties is not approved, the Action shall proceed as if no
11 settlement had been attempted. Notwithstanding the forgoing, the Parties agree to seek approval of the
12 Settlement and work together to provide supplemental briefing if requested by the Court.

13 **6.3 Entry of Judgment.** Upon issuance of the Approval Order, the Parties shall
14 request that the Court enter Judgment in the case.

15 **6.3.1 Effect of Failure to Obtain Judgment.** In the event the Court fails to
16 enter Judgment in accordance with this Settlement, or such final judgment is vacated or reversed, the
17 Action shall proceed as if no settlement had been attempted unless the Parties jointly agree to seek
18 reconsideration or appellate review of the ruling or Court approval of a renegotiated settlement.

19 **7. MISCELLANEOUS**

20 **7.1 Parties' Authority.** The signatories hereto represent that they are fully
21 authorized to enter into this Settlement and are fully authorized to bind the Parties to all terms stated
22 herein.

23 **7.2 Entire Agreement.** This Settlement, which includes the Definitions and
24 Recitals, constitutes the entire agreement between the Parties with regard to the subject matter contained
25 herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be
26 deemed merged into this Settlement.

27 **7.3 Materiality of Terms.** The Parties have arrived at this Settlement as a result of
28 arm's-length negotiations. Except as otherwise stated in this Settlement, all terms and conditions of this

1 Settlement in the exact form set forth in this Settlement are material to this Settlement and have been
2 relied upon by the Parties in entering into this Settlement.

3 **7.4 Counterparts.** This Settlement may be executed in counterparts, and when each
4 party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
5 original, and when taken together with other signed counterparts, shall constitute one signed Settlement,
6 which shall be binding upon and effective as to all Parties.

7 **7.5 Facsimile or Electronic Signatures.** The parties may submit their signatures via
8 facsimile or electronically, and such signatures shall be deemed to be original signatures for purposes of
9 this Settlement and shall be binding upon the party or parties who provided the signature.

10 **7.6 Waivers and Modifications to Be in Writing.** This Settlement may be amended
11 or modified only by a written instrument signed by counsel for the Parties and approved by the Court.
12 No rights under this Settlement may be waived except in writing.

13 **7.7 Construction.** The determination of the terms and conditions of this Settlement
14 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
15 Settlement, and the terms and conditions of this Settlement are not intended to be, and shall not be,
16 construed against any party by virtue of draftsmanship.

17 **7.7.1 Captions.** The captions or headings of the sections and paragraphs of this
18 Settlement have been inserted for convenience of reference only and shall have no effect upon the
19 construction or interpretation of any part of this Settlement.

20 **7.7.2 Invalidity of Any Provision.** Before declaring any provision of this
21 Settlement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
22 possible consistent with applicable precedents so as to render all provisions of this Settlement valid and
23 enforceable.

24 **7.8 Further Acts and Cooperation Between the Parties.** The Parties shall
25 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of this
26 Settlement and all of its terms. Each of the Parties, upon the request of another, agrees to perform such
27 further acts and to execute and to deliver such other documents as are reasonably necessary to carry out
28 the provisions of this Settlement.

1 **7.9 No Prior Assignments or Undisclosed Liens.** Plaintiffs represent and warrant
2 that they have not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign,
3 transfer, convey, or otherwise dispose of, any Released Claims or the attorneys' fees and costs award to
4 be paid pursuant to this Settlement. Plaintiffs further represent and warrant that there are not any liens
5 or claims against any of the amounts to be paid by Defendants pursuant to this Settlement.

6 **7.10 Continuing Jurisdiction.** The Court shall retain jurisdiction over the
7 implementation of this Settlement as well as any and all matters arising out of, or related to, the
8 implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of the
9 Settlement without the consent of all of the Parties. Should either party be required to enforce the terms
10 of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

11 **7.11 Governing Law.** This Settlement was made and entered into in the State of
12 California. All terms of this Settlement shall be governed by and interpreted according to the laws of
13 the State of California.

14 **SO AGREED AND STIPULATED:**

15 Dated: _____

16 By: _____
 MARTIN NEDER

17 1/27/2023
18 Dated: _____

19 By: _____
 
 ID A3kzhWjG62TAavjVDRhD2nV
 FABIAN OCHOA

20 Dated: _____

21 By: _____

22 Title: _____
 SILVER STAR THOUSAND OAKS, INC.

23 Dated: _____

24 By: _____

25 Title: _____
 SILVER STAR JLR, INC.

26 Dated: _____

27 By: _____

28 Title: _____
 SILVER STAR MOTOR COMPANY

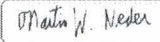
1 **7.9 No Prior Assignments or Undisclosed Liens.** Plaintiffs represent and warrant
2 that they have not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign,
3 transfer, convey, or otherwise dispose of, any Released Claims or the attorneys' fees and costs award to
4 be paid pursuant to this Settlement. Plaintiffs further represent and warrant that there are not any liens
5 or claims against any of the amounts to be paid by Defendants pursuant to this Settlement.

6 **7.10 Continuing Jurisdiction.** The Court shall retain jurisdiction over the
7 implementation of this Settlement as well as any and all matters arising out of, or related to, the
8 implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of the
9 Settlement without the consent of all of the Parties. Should either party be required to enforce the terms
10 of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

11 **7.11 Governing Law.** This Settlement was made and entered into in the State of
12 California. All terms of this Settlement shall be governed by and interpreted according to the laws of
13 the State of California.

14 **SO AGREED AND STIPULATED:**

15 Dated: 1/27/2023

16 By: 
ID n9fuGDhcAzGkjXCDXMP3qHaF
 MARTIN NEDER

17 Dated: _____

18 By: _____
 FABIAN OCHOA

19 Dated: January 31, 2023

20 By: 
21 Title: CHRO
22 **SILVER STAR THOUSAND OAKS, INC.**

23 Dated: January 31, 2023

24 By: 
25 Title: CHRO
 SILVER STAR JLR, INC.

26 Dated: January 31, 2023

27 By: 
28 Title: CHRO
 SILVER STAR MOTOR COMPANY

1
2 Dated: January 31, 2023

By: 

3
4 Title: CHRO
THOUSAND OAKS IMPORTS

5 Dated: January 31, 2023

6 By: 

7 Title: CHRO
TOPA MOTORS, INC.

EXHIBIT A

DATE

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

<<Employee Name>>
<<Employee Street Address>>
<<City, State Zip>>

Re: PAGA Settlement Payment

Dear <<Employee Name>>:

You are receiving this notice because you worked as a salesperson for Silver Star Thousand Oaks, Inc., Silver Star JLR, Inc., Silver Star Motor Company, Thousand Oaks Imports, or Topa Motors, Inc. (“Defendants”) at some time between July 22, 2021 and December 22, 2022. This notice relates to the settlement of a representative action lawsuit against Defendants styled *Neder et al. v. Silver Star Thousand Oaks, Inc., et al.*, filed in Ventura County Superior Court, Case No. 56-2023-00574548-CU-OE-VTA (the “Lawsuit”).

In the Lawsuit, the Plaintiffs seek civil penalties pursuant to the California Private Attorneys General Act (“PAGA”), a law which allows employees to recover penalties on behalf of the State of California and other similarly “aggrieved” employees for violations of the California Labor Code. Here, the Plaintiffs claim that Defendants failed to: pay them and other commissioned salespeople sick leave pay, overtime, and meal break pay at the correct rate of pay, provide accurate wage statements, and pay all wages due upon employees’ separation or termination from employment. Defendants dispute the allegations and maintain that they fully complied with all applicable wage and hour laws.

The Court has not issued any ruling regarding the merits of the Lawsuit. Nonetheless, to avoid the cost, risk, and prolonged nature of litigation, the parties have agreed to a settlement that the Court approved. As part of the settlement, Defendants agreed to pay a total of \$175,000, which will be used to cover payments to current and former employees, the State of California, and attorneys’ fees, costs, administrative fees, and service payments for the Plaintiffs. Under the PAGA statute, penalties are divided between the State of California and employees, with the State receiving 75 percent of the penalties.

In exchange for your payment, you will release the following claims:

all claims for PAGA civil penalties alleged in the Complaint or that could have been alleged based on the facts alleged in the Complaint pertaining to Plaintiffs and the PAGA Settlement Members. This includes claims for PAGA civil penalties based on alleged violations of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 2810.5, and Wage Order 7.

The enclosed settlement check represents your *pro rata* portion of the Court-approved PAGA settlement based on [REDACTED] pay periods you worked between July 22, 2021 and December 22, 2022.

You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be cancelled and the funds will be sent to the California State Controller’s Office, Unclaimed Property Fund, in your name.

Regardless of what you do with the settlement check, you will release the claims identified above.

ILYM ID: <<ILYM ID>>

If you have any questions about this notice, please contact the Settlement Administrator, ILYM Group, Inc., at (888) 250-6810, or Plaintiffs' counsel, Rachel Bien at (323) 325-3430, or Phillip R. Poliner, at (714) 620-1125.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.