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10 individually and on behalf of all other aggrieved
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21 AUTOMOTIVE GROUP, LLC, and CAPPO

22 MANAGEMENT XXIX, INC., dba HARROLD

23 FORD

24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

25 **COUNTY OF SACRAMENTO**

26 CHRISTOPHER WEISS, individually and on
27 behalf of all other aggrieved employees,

28 Plaintiff,

vs.

VICTORY AUTOMOTIVE GROUP, INC., a
Michigan corporation; VICTORY
AUTOMOTIVE GROUP, LLC, a Florida
limited liability company; and CAPPO
MANAGEMENT XXIX, INC., dba
HARROLD FORD, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 34-2023-00332507

[Assigned for all purposes to the Hon. Lauri
Damrell, Dept 28]

**STIPULATION OF
REPRESENTATIVE ACTION
SETTLEMENT**

Complaint Filed: January 4, 2023
Trial Date: None Set

1 IT IS HEREBY STIPULATED, by and between plaintiff Christopher Weiss (“Plaintiff”),
2 individually and on behalf of all other aggrieved employees, on the one hand, and defendants
3 Victory Automotive Group, Inc. (“VAG Inc.”), Victory Automotive Group, LLC (“VAG LLC”),
4 and Cappo Management XXIX, Inc. dba Harrold Ford (“Harrold Ford”) (collectively,
5 “Defendants”), on the other hand, and subject to the approval of the Court, that the Action is
6 hereby compromised and settled pursuant to the terms and conditions set forth in this Stipulation
7 of Representative Action Settlement (“Stipulation”) and that the Court shall make and enter
8 judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the
9 definitions, recitals, and terms set forth herein which by this reference become an integral part of
10 this Stipulation.

11 DEFINITIONS

12 1. “Action” means the representative action entitled *Weiss v. Victory Automotive*
13 *Group, Inc., et al.*, Sacramento Superior Court Case No. 34-2023-00332507.

14 2. “Aggrieved Employees” means all current and former non-exempt employees of
15 Defendants in California at any time during the PAGA Period.

16 3. “Approval Hearing” means the hearing to be conducted by the Court after the
17 filing of an appropriate motion by Plaintiff, at which time Plaintiff shall request that the Court
18 approve the Settlement, enter the Judgment, and take other appropriate action.

19 4. “Compensable Pay Periods” means the total number of pay periods during which
20 an Aggrieved Employee worked for Defendants as a non-exempt employee in California during
21 the PAGA Period, based on Defendants’ records, and which shall be used to calculate Individual
22 Settlement Payments.

23 5. “Defendants” means defendants VAG Inc., VAG LLC, and Harrold Ford.

24 6. “Defense Counsel” means Varouj Arabian, and Shannon Benbow of Gordon Rees
25 Scully Mansukhani, LLP.

26 7. “Effective Date” means the latter of: (a) the date upon which the Judgment is
27 entered by the Court; or (b) if an appeal, review or writ is sought from the Judgment, the date
28 upon which all appellate and/or other proceedings resulting from the appeal, review or writ have

1 been finally terminated in such a manner as to permit the Judgment to take effect in substantially
2 the form described herein.

3 8. "Employee Information" means information regarding the Aggrieved Employees
4 that Defendants shall in good faith compile from their records and shall be authorized by the
5 Court to transmit in a secured manner to the Settlement Administrator. Employee Information
6 shall be transmitted in electronic form and shall include each Aggrieved Employee's full name;
7 last known address; Social Security number; and total number of Compensable Pay Periods.

8 9. "Incentive Award" means the amount that the Court authorizes to be paid to
9 Plaintiff, in addition to Plaintiff's Individual Settlement Payment, in recognition of Plaintiff's
10 effort and risk in prosecuting the Action.

11 10. "Individual Settlement Payment" means the amount payable from the PAGA Fund
12 to each Aggrieved Employee.

13 11. "Judgment" means the final order and judgment to be entered by the Court
14 granting approval of the Settlement and this Stipulation as binding upon the Parties and the
15 Aggrieved Employees.

16 12. "LWDA" means the California Labor and Workforce Development Agency.

17 13. "Notice" means the Notice of Representative Action Settlement, substantially in
18 the form attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement
19 Administrator shall mail to each Aggrieved Employee explaining the terms of this Stipulation and
20 the Settlement.

21 14. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California
22 Labor Code sections 2698, et seq.

23 15. "PAGA Fund" means the Settlement Fund, less Plaintiff's Counsel Award, the
24 Incentive Award, and Settlement Administration Costs, of which seventy five percent (75%) shall
25 be distributed to the LWDA for PAGA penalties pursuant to California Labor Code § 2699(i),
26 and twenty five percent (25%) shall be distributed to the Aggrieved Employees for their
27 Individual Settlement Payments.
28

1 16. “PAGA Period” means the time period from October 31, 2021 through August 31,
2 2022.

3 17. “Parties” means Plaintiff and Defendants.

4 18. “Plaintiff” means plaintiff Christopher Weiss.

5 19. “Plaintiff’s Counsel” means Matthew J. Matern, Deanna S. Leifer, and Kristen B.
6 Doyan of Matern Law Group, PC.

7 20. “Plaintiff’s Counsel Award” means reasonable attorneys’ fees for Plaintiff’s
8 Counsel’s litigation and resolution of this Action (not to exceed 33 1/3% of the Settlement Fund),
9 and Plaintiff’s Counsel’s expenses and costs reasonably incurred in connection with this Action.

10 21. “Released Parties” means Defendants and their present or former parents, owners,
11 subsidiaries, and any affiliated or related persons or entities and each of its officers, directors,
12 employees, partners, shareholders, attorneys and agents, and any other predecessors, successors,
13 assigns, or legal representatives.

14 22. “Settlement” means the final and complete disposition of the Action pursuant to
15 this Stipulation.

16 23. “Settlement Administration Costs” means the reasonable costs and fees of
17 administering the Settlement to be paid from the Settlement Fund, including, but not limited to:
18 (i) printing, mailing, and re-mailing (if necessary) Settlement Packets to the Aggrieved
19 Employees; (ii) preparing and submitting to Aggrieved Employees and government entities all
20 appropriate tax filings and forms; (iii) computing the amount of and distributing Individual
21 Settlement Payments, the Incentive Award, the Plaintiff’s Counsel Award, and the PAGA
22 payment to the LWDA; (iv) establishing a Qualified Settlement Fund, as defined by the Internal
23 Revenue Code; and (vi) preparing and submitting filings required by law in connection with the
24 payments required by the Settlement.

25 24. “Settlement Administrator” means XPand Legal Consulting, LLC.

26 25. “Settlement Fund” means the maximum amount Defendants shall have to pay in
27 connection with this Settlement, which shall be inclusive of all Individual Settlement Payments to
28 the Aggrieved Employees, the Plaintiff’s Counsel Award, the Incentive Award, Settlement

Administration Costs, and the PAGA payment to the LWDA. Subject to Court approval and the terms of this Stipulation, the Settlement Fund Defendants shall be required to pay is Two Hundred Twenty Five Thousand Dollars (\$225,000.00).

26. "Settlement Packet" means the packet of documents which shall be mailed to all Aggrieved Employees by the Settlement Administrator, including the Notice and each Aggrieved Employee's respective Individual Settlement Payment.

RECITALS

27. Procedural History. On January 4, 2023, Plaintiff filed a complaint against Defendants in Sacramento County Superior Court, alleging a single cause of action for penalties under PAGA.

28. Defendants filed an answer to Plaintiff's complaint on April 4, 2023.

29. On December 19, 2024, the Parties attended a private mediation session with Monique Ngo-Bonnici, Esq. At the end of the mediation, Ms. Ngo-Bonnici made a mediator's proposal outlining the material terms of a proposed representative action settlement. On December 20, 2024, the Parties accepted the mediator's proposal, made subject to the Parties entering into a long form settlement agreement.

30. Benefits of Settlement to Plaintiff and the Aggrieved Employees. Plaintiff and Plaintiff's Counsel recognize the expense and length of continued proceedings that would be necessary to litigate Plaintiff's claims in the Action through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Plaintiff's Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing penalties and other relief sought in the Action. Plaintiff and Plaintiff's Counsel also have taken into account Defendants' agreement to enter into a settlement that penalizes Defendants for their alleged wrongdoing and confers substantial benefits upon the State of California and Aggrieved Employees. Based on the foregoing, Plaintiff and Plaintiff's Counsel

1 have determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable
2 and is in the best interests of all Aggrieved Employees.

3 31. Defendants' Reasons for Settlement. Defendants have concluded that any further
4 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
5 Defendants' time, energy, and resources have been, and unless this Settlement is completed, shall
6 continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendants have also
7 taken into account the risks of further litigation in reaching their decision to enter into this
8 Settlement. Even though Defendants contend they are not liable for any of the claims alleged by
9 Plaintiff in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the
10 terms set forth in this Stipulation and to put to rest the claims alleged in this Action. Defendants
11 have asserted and continue to assert that the claims alleged by Plaintiff have no merit and do not
12 give rise to any liability, damages, restitution, penalties, or other payments. This Stipulation is a
13 compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to
14 herein, and no action taken to carry out this Stipulation, shall be construed or used as an
15 admission by or against Defendants as to the merits or lack thereof of the claims asserted in the
16 Action. Defendants contend that they have complied with all applicable state, federal and local
17 laws.

18 TERMS OF SETTLEMENT

19 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
20 set forth herein, the Parties agree, subject to the Court's approval, as follows:

21 32. Binding Settlement. This Settlement shall bind the Parties and all Aggrieved
22 Employees, subject to the terms and conditions hereof and the Court's approval.

23 33. Tax Liability. The Parties make no representations as to the tax treatment or legal
24 effect of the payments specified herein, and the Aggrieved Employees are not relying on any
25 statement or representation by the Parties, Plaintiff's Counsel or Defense Counsel in this regard.
26 The Aggrieved Employees and Plaintiff's Counsel understand and agree that they shall be
27 responsible for the payment of all taxes and penalties assessed on the payments specified herein,
28 and shall hold the Parties, Plaintiff's Counsel, and Defense Counsel free and harmless from and

1 against any claims resulting from treatment of such payments as non-taxable, including the
2 treatment of such payments as not subject to withholding or deduction for payroll and
3 employment taxes.

4 34. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE
5 THAT (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN
6 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS
7 COUNSEL, OR DEFENSE COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED
8 TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
9 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING
10 OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
11 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
12 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
13 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS STIPULATION,
14 (B) HAS NOT ENTERED INTO THIS STIPULATION BASED UPON THE
15 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
16 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
17 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
18 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
19 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
20 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
21 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
22 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
23 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
24 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
25 STIPULATION.

26 35. Approval of Settlement. Plaintiff shall be responsible for moving the Court to
27 approve the Settlement and enter the Judgment. The Parties agree to work diligently and
28 cooperatively to have this Settlement presented to the Court for approval. The Judgment shall

1 provide for, among other things, the Settlement Packet to be sent to Aggrieved Employees as
2 specified herein.

3 36. Release by Plaintiff and Other Aggrieved Employees:

4 a. Aggrieved Employees' Released Claims. Upon Defendants providing the
5 Settlement Fund to the Settlement Administrator, all Aggrieved Employees shall be deemed to
6 have released the Released Parties of any and all claims and/or causes of action under PAGA
7 which are based upon the factual allegations set forth in the operative complaint and/or Plaintiff's
8 PAGA notice to the LWDA and arising at any time during the PAGA Period.

9 b. Plaintiff's Released Claims. Upon Defendants providing the Settlement
10 Fund to the Settlement Administrator, Plaintiff shall be deemed to have released the Released
11 Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form
12 whatsoever, arising under federal, state, local, or common laws, rules, or regulations, whether
13 known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could
14 have been asserted by Plaintiff, or Plaintiff's heirs, successors and/or assigns, whether directly,
15 indirectly, representatively, derivatively or in any other capacity, against Defendants or any of the
16 other Released Parties, arising at any time prior to entry of the Judgment, including but not
17 limited to those claims raised in the Action, and those arising from or related to Plaintiff's
18 employment with or work for Defendants. This release excludes only the release of claims not
19 permitted by law.

20 As to the Released Claims only, Plaintiff expressly waives all rights and benefits under the
21 terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
23 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
24 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
25 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
26 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
27 **DEBTOR OR RELEASED PARTY.**
28

1 Notwithstanding the provisions of section 1542, and for the purpose of implementing a
2 full and complete release and discharge of all of her Released Claims, Plaintiff expressly
3 acknowledges that this Settlement is intended to include in its effect, without limitation, all
4 Released Claims which Plaintiff does not know or suspect to exist in his favor at the time of
5 execution hereof, and that the Settlement contemplates the extinguishment of all such Released
6 Claims.

7 37. Settlement Administration.

8 a. Within ten (10) days of the Effective Date, Defendants shall provide the
9 Settlement Administrator with the Employee Information for purposes of mailing the Settlement
10 Packets to Aggrieved Employees.

11 i. Notice by First Class U.S. Mail. Upon receipt of the Employee
12 Information, the Settlement Administrator shall perform a search based on the National Change
13 of Address Database maintained by the United States Postal Service to update and correct any
14 known or identifiable address changes. Within ten (10) days of receiving the Settlement Fund
15 from Defendants as provided herein, the Settlement Administrator shall mail copies of the
16 Settlement Packet, which shall include the Notice and each Aggrieved Employee's respective
17 Individual Settlement Payment, to all Aggrieved Employees via regular First Class U.S. Mail.
18 The Settlement Administrator shall exercise its best judgment to determine the current mailing
19 address for each Aggrieved Employee. The address identified by the Settlement Administrator as
20 the current mailing address shall be presumed to be the most current mailing address for each
21 Aggrieved Employee. The Parties agree that this procedure for notice provides the best notice
22 practicable to Aggrieved Employees and fully complies with due process.

23 ii. Undeliverable Settlement Packets. Any Settlement Packet returned
24 to the Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address
25 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall
26 promptly attempt to determine a correct address by the use of skip-tracing, or other type of
27 automated search, using the name, address, and/or Social Security number of the Aggrieved
28 Employee involved, and shall then perform a re-mailing to the Aggrieved Employee whose

1 Settlement Packet was returned as non-deliverable, assuming another mailing address is identified
2 by the Settlement Administrator. If these procedures are followed, notice to Aggrieved
3 Employees shall be deemed to have been fully satisfied, and if the intended recipient of the
4 Settlement Packet does not receive the Settlement Packet, the intended recipient shall
5 nevertheless remain bound by all terms of the Settlement and the Judgment.

6 iii. Determination of Individual Settlement Payments. The Settlement
7 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
8 Payment under the terms of this Stipulation. The Settlement Administrator's determination of the
9 eligibility for and amount of each Individual Settlement Payment shall be binding upon the
10 Aggrieved Employees and the Parties, yet subject to review by Plaintiff's Counsel, Defense
11 Counsel, and the Court. In the absence of fraud or gross negligence, Defendants' records shall be
12 presumed accurate.

13 iv. Disputes Regarding Administration of Settlement. Any dispute not
14 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
15 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
16 confer in good faith and make use of the services of Ms. Ngo-Bonnici, if necessary, to resolve the
17 dispute without the necessity of involving the Court.

18 b. Monitoring and Reviewing Settlement Administration. The Parties have
19 the right to monitor and review the administration of the Settlement to verify that the monies
20 allocated under the Settlement are distributed in the correct amount, as provided for in this
21 Stipulation.

22 c. Best Efforts. The Parties agree to use their best efforts to carry out the
23 terms of this Settlement.

24 38. Funding and Allocation of the Settlement Fund. No later than five (5) days after
25 the Effective Date, Defendants shall provide to the Settlement Administrator in any feasible
26 manner, including, but not limited to, by way of a wire transfer, the Settlement Fund. If this
27 Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled, or
28

1 fails to become effective for any reason, or if the Effective Date does not occur, then no portion
2 of the Settlement Fund shall be paid.

3 a. Individual Settlement Payments. The Aggrieved Employees shall not be
4 required to submit a claim in order to receive a share of the PAGA Fund, and no portion of the
5 Settlement Fund shall revert to Defendants or result in an unpaid residue. Individual Settlement
6 Payments shall be paid by the Settlement Administrator from the PAGA Fund pursuant to the
7 formula set forth herein.

8 i. Each Aggrieved Employee's Individual Settlement Payment shall
9 be calculated solely by the Settlement Administrator according to the following formula:
10 Defendants shall provide the Settlement Administrator with the Compensable Pay Periods for
11 each Aggrieved Employee. The Settlement Administrator shall then divide the Aggrieved
12 Employees' portion of the PAGA Fund by the total number of Compensable Pay Periods for all
13 Aggrieved Employees resulting in a value for each week worked by the Aggrieved Employees
14 during the PAGA Period ("Pay Period Value"). The Settlement Administrator shall then multiply
15 the number of Compensable Pay Periods for each Aggrieved Employee by the Pay Period Value.

16 ii. Individual Settlement Payments shall be made by check and shall
17 be made payable to each Aggrieved Employee as set forth in this Stipulation.

18 iii. Individual Settlement Payments shall be allocated one hundred
19 percent (100%) as non-wage penalties not subject to payroll tax withholdings. The Settlement
20 Administrator shall issue an IRS Form 1099 to each Aggrieved Employee along with the
21 Individual Settlement Payment.

22 iv. Individual Settlement Payment checks shall remain negotiable for
23 one hundred eighty (180) days from the date of mailing. If an Individual Settlement Payment
24 check remains uncashed after one hundred eighty (180) days from issuance, the Settlement
25 Administrator shall distribute the value of the uncashed check to the State Controller's Office
26 Unclaimed Property Fund in the name of the Aggrieved Employee. In such event, such
27 Aggrieved Employees shall nevertheless remain bound by the Settlement.

28

1 v. It is expressly understood and agreed that the receipt of Individual
2 Settlement Payments shall not entitle any Aggrieved Employee to additional compensation or
3 benefits under any collective bargaining agreement or under any bonus, contest, or other
4 compensation or benefit plan or agreement in place during the period covered by the Settlement,
5 nor shall it entitle any Aggrieved Employee to any increased pension and/or retirement, or other
6 deferred compensation benefits. It is the intent of the Parties that the Individual Settlement
7 Payments provided for in this Stipulation are the sole payments to be made by Defendants to the
8 Aggrieved Employees in connection with this Settlement, with the exception of Plaintiff, and that
9 the Aggrieved Employees are not entitled to any new or additional compensation or benefits as a
10 result of having received the Individual Settlement Payments. Furthermore, the receipt of
11 Individual Settlement Payments by the Aggrieved Employees shall not, and does not, by itself
12 establish any general, special, or joint employment relationship between and among the
13 Aggrieved Employees and Defendants.

14 b. Incentive Award. Subject to Court approval, Plaintiff shall be paid an
15 Incentive Award not to exceed Ten Thousand Dollars (\$10,000.00), or any lesser amount as
16 awarded by the Court, for his time and effort in bringing and presenting the Action and for
17 releasing his Released Claims. Defendants shall not oppose or object to Plaintiff's request for an
18 Incentive Award in an amount not to exceed Ten Thousand Dollars (\$10,000.00). The Incentive
19 Award shall be paid to Plaintiff from the Settlement Fund no later than ten (10) days after
20 Defendants provide the Settlement Administrator with the Settlement Fund. The Settlement
21 Administrator shall issue an IRS Form 1099 to Plaintiff for his Incentive Award. Plaintiff shall
22 be solely and legally responsible to pay any and all applicable taxes on his Incentive Award and
23 shall hold harmless Defendants, Plaintiff's Counsel, and Defense Counsel from any claim or
24 liability for taxes, penalties, or interest arising as a result of payment of the Incentive Award. The
25 Incentive Award shall be made in addition to Plaintiff's Individual Settlement Payment. Any
26 amount requested by Plaintiff for the Incentive Award and not awarded by the Court shall become
27 part of the PAGA Fund and shall be distributed to the LWDA and to the Aggrieved Employees as
28 part of their Individual Settlement Payments.

1 c. Plaintiff's Counsel Award. Subject to Court approval, Plaintiff's Counsel
2 shall be entitled to receive reasonable attorneys' fees in an amount not to exceed thirty three and
3 one third percent (33 1/3%) of the Settlement Fund, which amounts to Seventy Five Thousand
4 Dollars (\$75,000.00). In addition, subject to Court approval, Plaintiff's Counsel shall be entitled
5 to an award of reasonable costs associated with Plaintiff's Counsel's prosecution of the Action in
6 an amount not to exceed Thirty Five Thousand Dollars (\$35,000.00). Plaintiff's Counsel shall
7 provide the Settlement Administrator with a properly completed and signed IRS Form W-9 in
8 order for the Settlement Administrator to process the Plaintiff's Counsel Award approved by the
9 Court. Defendants shall not oppose or object to Plaintiff's request for an award of attorneys' fees
10 in an amount not to exceed Seventy Five Thousand Dollars (\$75,000.00) and request for an award
11 of reasonable costs not to exceed Thirty Five Thousand Dollars (\$35,000.00). In the event that
12 the Court awards Plaintiff's Counsel less than Seventy Five Dollars (\$75,000.00) in attorneys'
13 fees and/or less than Thirty Five Thousand Dollars (\$35,000.00) in costs, the difference shall
14 become part of the PAGA Fund and shall be distributed to the LWDA and the Aggrieved
15 Employees as part of their Individual Settlement Payments. Plaintiff's Counsel shall be paid any
16 Court-awarded attorneys' fees and costs no later than ten (10) days after Defendants provide the
17 Settlement Administrator with the Settlement Fund. Plaintiff's Counsel shall be solely and
18 legally responsible to pay all applicable taxes on the Plaintiff's Counsel Award. The Settlement
19 Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the Plaintiff's Counsel
20 Award. This Settlement is not conditioned upon the Court awarding Plaintiff's Counsel any
21 particular amount of attorneys' fees or costs, unless the amount awarded is more than specified in
22 this paragraph.

23 d. Settlement Administration Costs. The Settlement Administration fees and
24 expenses, which are estimated not to exceed Three Thousand Seven Hundred Dollars (\$3,700.00)
25 shall be paid from the Settlement Fund. The Parties agree to cooperate in the Settlement
26 Administration process and to make all reasonable efforts to control and minimize Settlement
27 Administration Costs.

28

1 i. The Parties each represent they do not have any financial interest in
2 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
3 that could create a conflict of interest.

4 ii. The Settlement Administrator shall keep the Parties timely apprised
5 of the performance of all Settlement Administrator responsibilities required by the Settlement.
6 The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund
7 (“QSF”) pursuant to IRS rules and regulations in which the Settlement Fund shall be placed and
8 from which payments required by the Settlement shall be made.

9 39. Approval Hearing and Entry of Judgment. An Approval Hearing shall be
10 conducted to determine whether to grant approval of the Settlement, including determining the
11 amounts properly payable for: (i) the Plaintiff’s Counsel Award; and (ii) the Incentive Award. If
12 the Court grants approval of the Settlement, the Settlement Administrator shall post notice of final
13 judgment on its website within seven (7) calendar days of entry of the Judgment.

14 40. Nullification of Settlement. In the event: (i) the Court does not enter the
15 Judgment; or (ii) the Settlement does not become final for any other reason, this Stipulation shall
16 be rendered null and void, any order or judgment entered by the Court in furtherance of this
17 Settlement shall be treated as void from the beginning, and this Stipulation and any documents
18 related to it shall not be used in any other civil, criminal, or administrative action against
19 Defendants or any of the other Released Parties. In the event an appeal is filed from the
20 Judgment, or any other appellate review is sought, administration of the Settlement shall be
21 stayed pending final resolution of the appeal or other appellate review. Any fees incurred by the
22 Settlement Administrator prior to it being notified of the filing of an appeal from the Judgment, or
23 any other appellate review, shall be paid by Defendants to the Settlement Administrator.

24 41. Escalator Clause. The Settlement Fund was negotiated and is premised on the
25 understanding that there are approximately 1,677 pay periods worked by Aggrieved Employees
26 during the PAGA Period of October 31, 2021 to August 31, 2022. This is a material
27 representation for Plaintiff to enter into this Agreement. Should the actual number of pay periods
28 during the PAGA Period increase beyond ten percent (10%), the Settlement Fund shall be

1 increased by the percentage increase in the number of pay periods worked by Aggrieved
2 Employees during the PAGA Period above ten percent (10%) (e.g. if the number of pay periods
3 increases by 11%, the Settlement Fund will increase by 1%).

4 42. No Admission by Defendants. Defendants deny all claims alleged in this Action
5 and deny all wrongdoing whatsoever by Defendants. Neither this Stipulation, nor any of its terms
6 and conditions, nor any of the negotiations connected with it, is a concession or admission, and
7 none shall be used against Defendants as an admission or indication with respect to any claim of
8 any fault, concession, or omission by Defendants. The Parties agree that this Stipulation shall not
9 be admissible in this or any other proceeding as evidence that Defendants are liable to Plaintiff or
10 any Aggrieved Employee, other than according to the terms of this Stipulation.

11 43. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
12 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
13 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
14 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

15 44. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
16 all proceedings in the Action, except such proceedings necessary to implement and complete the
17 Settlement and enter the Judgment.

18 45. Amendment or Modification. This Stipulation may be amended or modified only
19 by a written instrument signed by counsel for all Parties or their successors-in-interest.

20 46. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
21 agreement between the Parties, and no oral or written representations, warranties, or inducements
22 have been made to Plaintiff or Defendants concerning this Stipulation or its Exhibits other than
23 the representations, warranties, and covenants contained and memorialized in this Stipulation and
24 its Exhibits. No other prior or contemporaneous written or oral agreements may be deemed
25 binding on the Parties.

26 47. Authorization to Enter into Settlement Agreement. Plaintiff's Counsel and
27 Defense Counsel warrant and represent they are expressly authorized by the Parties whom they
28 represent to negotiate this Stipulation and to take all appropriate actions required or permitted to

1 be taken by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any
2 other documents required to effectuate the terms of this Stipulation. The Parties, Plaintiff's
3 Counsel, and Defense Counsel shall cooperate with each other and use their best efforts to effect
4 the implementation of the Settlement. In the event that the Parties are unable to reach agreement
5 on the form or content of any document needed to implement the Settlement, or on any
6 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
7 Parties may seek the assistance of the Court and/or Ms. Ngo-Bonnici to resolve such
8 disagreement. The persons signing this Stipulation on behalf of Defendants represent and warrant
9 that they are authorized to sign this Stipulation on behalf of Defendants. Plaintiff represents and
10 warrants that he is authorized to sign this Stipulation and that he has not assigned any claim, or
11 part of a claim, covered by this Settlement to a third-party. Plaintiff acknowledges that he has
12 read this Stipulation, that he fully understands his rights, privileges, and duties under the
13 Stipulation, and enters this Stipulation freely and voluntarily. Plaintiff further acknowledges that
14 he has had the opportunity to consult with his attorneys to explain the terms of this Stipulation
15 and the consequences of signing this Stipulation. Additionally, the Parties have cooperated in the
16 drafting and preparation of this Stipulation. Hence, in any construction made of this Stipulation,
17 the same shall not be construed against any of the Parties.

18 48. Fees and Costs. The Parties shall each bear their own costs, attorneys' fees,
19 mediator fees, and other fees incurred in connection with this Stipulation and in connection with
20 the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

21 49. Weekends and Holidays. If any deadline to perform any act required by this
22 Stipulation falls on a weekend or holiday, the deadline shall be extended to the next business day.

23 50. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
24 inure to the benefit of, the successors and assigns of the Parties.

25 51. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
26 be governed by and interpreted according to the laws of the State of California, without giving
27 effect to any law that would cause the laws of any jurisdiction other than the State of California to
28 be applied.

1 52. Counterparts. This Stipulation may be executed in one or more counterparts. All
2 executed counterparts and each of them shall be deemed to be one and the same instrument.

3 53. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
4 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
5 this Stipulation and all orders and judgments entered in connection therewith, and the Parties,
6 Plaintiff's Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of
7 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all
8 orders and judgments entered in connection therewith.

9 54. Invalidity of Any Provision. Before declaring any term or provision of this
10 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
11 provisions valid to the fullest extent possible consistent with applicable precedents so as to define
12 all provisions of this Stipulation as valid and enforceable.

13
14 Dated: February , 3 , 2025

C. Weiss
Christopher K. Weiss (Feb 3, 2025 12:30 PST)
Plaintiff Christopher Weiss

15
16 Dated: _____, 2025

Defendant Victory Automotive Group, LLC
(converted from Victory Automotive Group, Inc.)

17
18 By: _____

19 Its: _____

20
21 Dated: _____, 2025

Defendant Cappo Management XXIX, Inc. dba
Harrold Ford

22 By: _____

23
24 Its: _____

52. Counterparts. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

53. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith, and the Parties, Plaintiff's Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in connection therewith.

54. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

Dated: _____, 2025

Plaintiff Christopher Weiss

Dated: February 3, 2025 | 6:56 AM PST
_____, 2025

Defendant Victory Automotive Group, LLC
(converted from Victory Automotive Group, Inc.)

Signed by:
By: Katie Digsby
59079DD049DE486...

Director of Human Resources

Its: _____

Dated: February 3, 2025 | 6:56 AM PST
_____, 2025

Defendant Cappo Management XXIX, Inc. dba
Harrold Ford

Signed by:
By: Katie Digsby
59079DD049DE486...

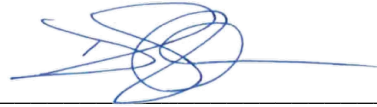
Authorized to sign in her
Its: capacity as Director of Human
Resources for Victory Automotive
Group, LLC

1 Approved as to form and content:

2 DATED: January 29, 2025

MATERN LAW GROUP, PC

3
4 By:



MATTHEW J. MATERN

DEANNA S. LEIFER

KRISTEN B. DOYAN

Attorneys for Plaintiff CHRISTOPHER WEISS,
individually and on behalf of all other aggrieved
employees

5
6
7
8
9 DATED: January 29, 2025

GORDON REES SCULLY MANSUKHANI, LLP

10
11 By:

VAROUJ ARABIAN

SHANNON BENBOW

Attorneys for Defendants

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1 Approved as to form and content:

2 DATED: January 31, 2025

MATERN LAW GROUP, PC

3
4 By:

5 MATTHEW J. MATERN
6 DEANNA S. LEIFER
7 KRISTEN B. DOYAN
8 Attorneys for Plaintiff CHRISTOPHER WEISS,
9 individually and on behalf of all other aggrieved
10 employees

11 DATED: January 31, 2025

GORDON REES SCULLY MANSUKHANI, LLP

12 By:

13 DocuSigned by:
14 *Shanna Benbow*
15 6FC387D2367B4BF...

16 VAROUJ ARABIAN
17 SHANNON BENBOW
18 Attorneys for Defendants
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