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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

EDGAR LEON, an individual and on behalf
of all others similarly situated,

Plaintiff,

v.

RIVERSIDE METRO AUTO GROUP, LLC,
et al.,

Defendants,

CASE NO.: CVRI2300433

[Assigned for all purpose to the Hon.
Harold W. Hopp, in Dept 1]

REPRESENTATIVE ACTION

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

Action Filed: January 27, 2023

Trial Date: None Set

This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff Edgar Leon (“Plaintiff”), individually and on behalf of the Aggrieved Employees, on one hand; and Defendants Riverside Metro Auto Group, LLC; Riverside Metro Dealer, LLC; Riverside Metro Partners, LLC; and Riverside Metro Automotive Products, LLC (collectively, “Defendants”), on the other hand, in the lawsuit entitled *Edgar Leon v. Riverside Metro Auto Group, LLC, et al.*, filed in Riverside County Superior Court, Case No. CVRI2300433 (the “Action”). Plaintiff and Defendants shall be, at times, collectively referred to as the “Parties”. This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1. “**Action**” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Edgar Leon v. Riverside Metro Auto Group, LLC, et al.*, initiated on January 27, 2023, and pending in Superior Court of the State of California, County of Riverside.

1.2. “**Administrator**” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “**Administration Expenses Payment**” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4. “**Aggrieved Employee**” means all current and former non-exempt, hourly-paid employees employed by Defendants, either directly or through any subsidiary, staffing agency, or professional employer organization, who were employed by Defendants in California during the PAGA Period.

1.5. “**Aggrieved Employee Data**” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security

1 Number(s); and (5) each Aggrieved Employee's individual aggregate semi-monthly pay
2 periods (or their equivalent) worked during the PAGA Period. Concurrently with the delivery
3 of the Aggrieved Employee Data to the Settlement Administrator, as detailed in Section 4.2
4 below, Defendants will provide PAGA Counsel a declaration attesting to the Pay Period total,
5 which will include an explanation as to how the totals were calculated.

6 1.6. **"Aggrieved Employee Address Search"** means the Administrator's
7 investigation and search for current Aggrieved Employee mailing addresses using all reasonably
8 available sources, methods and means including, but not limited to, the National Change of
9 Address database, skip traces, and direct contact by the Administrator with Aggrieved
10 Employees.

11 1.7. **"Court"** means the Superior Court of California, County of Riverside.

12 1.8. **"Defense Counsel"** means David J. Reese and Daniel Padova of Fine, Boggs &
13 Perkins LLP.

14 1.9. **"Effective Date"** means the date by when both of the following have occurred:
15 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the
16 Judgment is final. The Judgment is final as of the day the Court enters Judgment.

17 1.10. **"Gross Settlement Amount"** means \$545,000.00 which is the total amount
18 Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The
19 Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
20 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
21 Administrator's Expenses Payment.

22 1.11. **"Individual PAGA Payment"** means the Aggrieved Employee's pro rata share
23 of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
24 Employee worked during the PAGA Period.

25 1.12. **"Judgment"** means the judgment entered by the Court based upon the Final
26 Approval.

27 1.13. **"LWDA"** means the California Labor and Workforce Development Agency, the
28 agency entitled, under Labor Code section 2699, subd. (i).

1.14. **“LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. **“PAGA Counsel”** means David D. Bibiyan and Vedang J. Patel, the attorneys representing the Plaintiff in the Action.

1.17. **“PAGA Counsel Fees Payment”** and **“PAGA Counsel Litigation Expenses Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, as described in paragraph 3.2.1 below.

1.18. **“PAGA Pay Period”** means semi-monthly pay periods during which any Aggrieved Employee received one or more payroll checks with respect to relevant roles, as applicable, during the PAGA Period.

1.19. **“PAGA Period”** means the period from May 2, 2022, through March 31, 2024.

1.20. **“PAGA”** means the Private Attorneys’ General Act (Labor Code §§ 2698. et seq.).

1.21. **“PAGA Notice”** means Plaintiff’s March 3, 2023, letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.22. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$81,845.83) and the 75% to LWDA (\$245,537.50) in settlement of PAGA claims.

1.23. **“Plaintiff”** means Edgar Leon, the named plaintiff in the Action.

1.24. **“Approval Order”** means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. **“Released PAGA Claims”** means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1 1.26. “**Released Parties**” means Defendants and each of their officers, directors,
2 members, partners, owners, shareholders, agents, attorneys, assigns, predecessors, successors,
3 parent entities, subsidiary entities, and affiliated entities, as well as any other individual or entity
4 who could otherwise be found liable for violations against Plaintiffs or any Aggrieved Employee
5 under California Labor Code section 558.1 in connection with Plaintiffs employment with
6 Defendants or any of them. Released Parties specifically includes, but is expressly not limited
7 to Richard Michaelson, and Dan Purinton.

8 1.27. “**Settlement**” means the disposition of the Action effected by this Agreement and
9 the Judgment.

10 2. **RECITALS**

11 2.1. On or around January 27, 2023, Plaintiff filed a Class Action Complaint for
12 damages in the Riverside County Superior Court, Case No. CVRI2300433. Plaintiff alleged that
13 Defendants violated the Labor Code by, including, but not limited to: (1) failure to pay overtime
14 wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to
15 provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to
16 timely pay wages; (8) failure to indemnify; (9) violation of Labor Code § 227.3; and (10) unfair
17 competition pursuant to California Business and Professions Code section §§17200, et seq.

18 2.2. On or around March 2, 2023, Plaintiff provided written notice pursuant to Labor
19 Code section 2699.3, online and by certified mail, of Defendants’ Labor Code violations to the
20 Labor and Workforce Development Agency (“LWDA”).

21 2.3. The LWDA did not provide notice of its intention to investigate Defendants’
22 violations within sixty-five (65) days.

23 2.4. Thus, on July 6, 2023, Plaintiff filed a First Amended Complaint adding a
24 representative claim on behalf of himself and all other aggrieved employees under the Private
25 Attorneys General Act of 2004 (“PAGA”) for civil penalties pursuant to Labor Code sections
26 210, 226.3, 558, 1174.5, 1197.1 and 2699, et seq.

27 2.5. Thereafter, the Parties agreed to exchange informal discovery and attend
28 mediation.

1 2.6. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and
2 payroll records for approximately 25-30 Aggrieved Employees and (b) all documents pertaining
3 to Plaintiff available to Defendants. Although not produced by Defendants, Plaintiff was in
4 possession of several documents related to Defendants' wage and hour policy documents.

5 2.7. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set
6 forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot*
7 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

8 2.8. On March 5, 2024, the Parties participated in an all-day mediation presided over
9 by Lynn Frank. The mediation was successful, and the Parties agreed to resolve all PAGA claims
10 in the Action.

11 2.9. The Court has not granted class certification. Moreover, the parties stipulate and
12 agree that, in light of the existence of individual agreements to binding arbitration, class
13 certification would be inconsistent with and preempted by federal jurisprudence regarding the
14 Federal Arbitration Act. As such, Plaintiff agrees to obtain dismissal of all class allegations and
15 causes of action, as a condition of this Settlement.

16 2.10. The Parties, Class Counsel, and Defense Counsel represent that they are not aware
17 of any other pending matter or action asserting claims that will be extinguished or affected by
18 the Settlement.

19 3. **MONETARY TERMS**

20 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below,
21 Defendants promise to pay \$545,000.00 and no more as the Gross Settlement Amount.
22 Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated
23 in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
24 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of
25 payment. None of the Gross Settlement Amount will revert to Defendants.

26 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make
27 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
28 by the Court in the Final Approval:

3.2.1

3.2.1. **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than one third (1/3), subject to escalation pursuant to section 8.1 of this Agreement and approval by the Court, which is currently estimated to be \$181,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to Aggrieved Employees or request for additional consideration from Defendants for such work unless Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from PAGA Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

1 3.2.2. **To the Administrator:** An Administrator Expenses Payment not to
2 exceed \$5,950.00 except for a showing of good cause and as approved by
3 the Court. To the extent the Administration Expenses are less or the Court
4 approves payment less than \$5,950.00, the Administrator will retain the
5 remainder in the Net Settlement Amount.

6 3.2.3. **To the LWDA and Aggrieved Employees:** PAGA Penalties in the
7 amount of \$327,383.33 to be paid from the Gross Settlement Amount, with
8 75% (\$245,537.50) allocated to the LWDA PAGA Payment and 25%
9 (\$81,845.83) allocated to the Individual PAGA Payments.

10 3.2.3.1. The Administrator will calculate each Individual PAGA Payment
11 by (a) dividing the amount of the Aggrieved Employees' 25%
12 share of PAGA Penalties (\$89,370.83) by the total number of
13 PAGA Period Pay Periods worked by all Aggrieved Employees
14 during the PAGA Period and (b) multiplying the result by each
15 Aggrieved Employee's PAGA Period Pay Periods. Aggrieved
16 Employees assume full responsibility and liability for any taxes
17 owed on their Individual PAGA Payment.

18 3.2.3.2. If the Court approves PAGA Penalties of less than the amount
19 requested, the Administrator will allocate the remainder to the Net
20 Settlement Amount. The Administrator will report the Individual
21 PAGA Payments on IRS 1099 Forms.

22 4. **SETTLEMENT FUNDING PAYMENTS**

23 4.1. **Aggrieved Employee Pay Periods.** Based on a review of its records at the time
24 of mediation, Defendants estimate there are 533 Aggrieved Employees who worked a total of
25 14,000 PAGA Pay Periods during the PAGA Period.

26 4.2. **Aggrieved Employee Data.** Within 21 days of the Effective Date, Defendants
27 will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
28 spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain

1 the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for
2 purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved
3 Employee Data to Administrator employees who need access to the Aggrieved Employee Data
4 to effect and perform under this Agreement. Defendants have a continuing duty to immediately
5 notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee
6 identifying information and to provide corrected or updated Aggrieved Employee Data as soon
7 as reasonably feasible. Without any extension of the deadline by which Defendants must send
8 the Aggrieved Employee Data to the Administrator, the Parties and their counsel will
9 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
10 to missing or omitted Aggrieved Employee Data. Concurrently with the delivery of the
11 Aggrieved Employee Data to the Settlement Administrator, Defendants and/or Defense Counsel
12 will provide PAGA Counsel a declaration attesting to the PAGA Pay Period total.

13 **4.3. Funding of Gross Settlement Amount.** Defendants shall fully fund the Gross
14 Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the
15 Effective Date.

16 **4.4. Payments from the Gross Settlement Amount.** Within 14 days after Defendants
17 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
18 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
19 Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment
20 shall not precede disbursement of Individual PAGA Payments.

21 **4.4.1.** The Administrator will issue checks for the Individual PAGA Payments
22 and send them to the Aggrieved Employees via First Class U.S. Mail,
23 postage prepaid. The face of each check shall prominently state the date
24 (not less than 180 days after the date of mailing) when the check will be
25 voided. The Administrator will cancel all checks not cashed by the void
26 date. Before mailing any checks, the Settlement Administrator must update
27 the recipients' mailing addresses using the National Change of Address
28 Database.

1 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search
2 for all Aggrieved Employees whose checks are returned undelivered
3 without USPS forwarding address. Within 7 days of receiving a returned
4 check the Administrator must re-mail checks to the USPS forwarding
5 address provided or to an address ascertained through the Aggrieved
6 Employee Address Search. The Administrator need not take further steps
7 to deliver checks to Aggrieved Employees whose re-mailed checks are
8 returned as undelivered. The Administrator shall promptly send a
9 replacement check to any Aggrieved Employee whose original check was
10 lost or misplaced, requested by the Aggrieved Employee prior to the void
11 date.

12 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
13 uncashed and cancelled after the void date, the Administrator shall
14 transmit the funds represented by such checks to California's Controller's
15 Unclaimed Property Fund in the name of the Aggrieved Employee.

16 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants
17 to confer any additional benefits or make any additional payments to the
18 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
19 those specified in this Agreement.

20 **5. RELEASES OF CLAIMS**

21 Effective on the date when Defendants fully fund the entire Gross Settlement Amount
22 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

23 5.1. **Release by Aggrieved Employees:** All Aggrieved Employees are deemed to
24 release, on behalf of themselves and their respective former and present representatives, agents,
25 attorneys, heirs, administrators, successors, and assigns, Released Parties from all claims, rights,
26 demands, liabilities and causes of action that arose during the PAGA Period for civil penalties
27 under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated
28 in the Operative Complaint and the PAGA Notice for PAGA civil penalties, including, but not

1 limited to, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, in
2 connection with alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7,
3 246, *et seq.*, 432, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 2699 and 2810.5,
4 among others.

5 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

6 The Parties agree to jointly prepare and file an application or motion for approval of this
7 Settlement.

8 6.1. **Plaintiff's Responsibilities.** Plaintiff will prepare and endeavor to deliver to
9 Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor
10 Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of
11 PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed"
12 bid for administering the Settlement and attesting to its willingness to serve; competency;
13 operative procedures for protecting the security of Aggrieved Employee Data; amounts of
14 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
15 relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA;
16 and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense
17 Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission
18 to the LWDA of initial notice of violations (Labor Code section 2699.3, subd.(a)) and this
19 Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or
20 potential conflict of interest with Aggrieved Employees and/or the Administrator. In their
21 Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending
22 matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

23 6.2. **Responsibilities of Counsel.** PAGA Counsel and Defense Counsel are jointly
24 responsible for expeditiously finalizing and filing the application or motion for approval of this
25 Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt
26 hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA
27 Counsel and Defense Counsel will work together to fulfill all requirements provided by the Court
28 concerning a Motion or Application for Approval of Settlement as outlined in the Court's Case

1 Management Order. PAGA Counsel is responsible for delivering the Court's Preliminary
2 Approval to the Administrator.

3 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
4 application or motion for approval of this Settlement and/or the supporting declarations and
5 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
6 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
7 If the Court does not grant the motion for approval of this Settlement or conditions its approval
8 on any material change to this Agreement, PAGA Counsel and Defense Counsel will
9 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
10 in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

11 **7. SETTLEMENT ADMINISTRATION**

12 **7.1. Selection of Administrator.** The Parties have jointly selected Phoenix to serve as
13 the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound
14 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
15 exchange for payment of Administration Expenses. The Parties and their Counsel represent that
16 they have no interest or relationship, financial or otherwise, with the Administrator other than a
17 professional relationship arising out of prior experiences administering settlements.

18 **7.2. Employer Identification Number.** The Administrator shall have and use its own
19 Employer Identification Number for purposes of calculating payroll tax withholdings and
20 providing reports state and federal tax authorities.

21 **7.3. Qualified Settlement Fund.** The Administrator shall establish a settlement fund
22 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
23 Regulation section 468B-1.

24 **7.4. Administrator Duties.** The Administrator has a duty to perform or observe all
25 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

26 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR** 27 **CLAUSE**

1 Based on their records, Defendants estimate that, as of the date of this Settlement
2 Agreement, there are at least 533 Aggrieved Employees who worked 14,000 PAGA Pay Periods
3 during the PAGA Period.

4 8.1. **Escalator Clause.** Defendants represent that there are approximately
5 14,000 PAGA Pay Periods worked during the PAGA Period. In the event the actual number of
6 PAGA Pay Periods during the PAGA Period is more than 110% of the 14,000 estimated (15,400
7 Pay Periods, or the “Escalation Threshold”), the GSA shall increase in proportion to the number
8 of actual PAGA Pay Periods in relation to the Escalation Threshold multiplied by the Pay Period
9 Value. The Pay Period value shall be calculated by dividing the GSA by 14,000, which amounts
10 to \$40.00. By way of example, if the actual number of PAGA Pay Periods were 16,000, the GSA
11 would increase by \$24,000 $((16,000 - 15,400) \times \$40.00)$.

12 9. **CONTINUING JURISDICTION OF THE COURT**

13 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
14 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
15 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
16 Judgment matters as are permitted by law.

17 9.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
18 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
19 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all
20 rights to appeal from the Judgment, including all rights to post-judgment and appellate
21 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
22 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
23 motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to
24 perform under this Agreement will be suspended until such time as the appeal is finally resolved
25 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
26 Settlement Amount.

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1 **10. ADDITIONAL PROVISIONS**

2 **10.1. No Admission of Liability or Representative Manageability for Other**
3 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
4 Nothing in this Agreement is intended or should be construed as an admission by Defendants
5 that any of the allegations in the Operative Complaint have merit or that Defendants have any
6 liability for any claims asserted; nor should it be intended or construed as an admission by
7 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative
8 treatment is for purposes of this Settlement only. If, for any reason the Court does not approve
9 this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff
10 reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties'
11 willingness to settle the Action will have no bearing on, and will not be admissible in connection
12 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
13 Agreement).

14 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
15 Agreement together with its attached exhibits shall constitute the entire agreement between the
16 Parties relating to the Settlement, superseding any and all oral representations, warranties,
17 covenants, or inducements made to or by any Party.

18 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
19 warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take
20 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
21 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
22 terms of this Agreement including any amendments to this Agreement.

23 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and
24 use their best efforts, in good faith, to implement the Settlement by, among other things,
25 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
26 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
27 the form or content of any document necessary to implement the Settlement, or on any
28

1 modification of the Agreement that may become necessary to implement the Settlement, the
2 Parties will seek the assistance of a mediator and/or the Court for resolution.

3 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
4 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
5 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
6 action, or right released and discharged by the Party in this Settlement.

7 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendants nor Defense
8 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
9 Settlement be relied upon as such within the meaning of United States Treasury Department
10 Circular 230 (31 CFR Part 10, as amended) or otherwise.

11 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
12 amended, modified, changed, or waived only by an express written instrument signed by all
13 Parties or their representatives, and approved by the Court.

14 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and
15 inure to the benefit of, the successors of each of the Parties.

16 **10.9. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
17 be governed by and interpreted according to the internal laws of the state of California, without
18 regard to conflict of law principles.

19 **10.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and
20 preparation of this Agreement. This Agreement will not be construed against any Party on the
21 basis that the Party was the drafter or participated in the drafting.

22 **10.11. Confidentiality.** To the extent permitted by law, all agreements made, and orders
23 entered during Action and in this Agreement relating to the confidentiality of information shall
24 survive the execution of this Agreement.

25 **10.12. Use and Return of Aggrieved Employee Data.** Information provided to PAGA
26 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
27 provided to PAGA Counsel by Defendants in connection with the mediation, other settlement
28 negotiations, or in connection with the Settlement, may be used only with respect to this

Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

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Vedang J. Patel (SBN 328647)
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To Defendants:

FINE, BOGGS & PERKINS LLP
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Long Beach, CA 90802
(562) 366-0861 Tel
(562) 490-8561 Fax

10.16. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be

1 deemed to be one and the same instrument if counsel for the Parties will exchange between
2 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
3 prove the existence and contents of this Agreement.

4 10.17. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement
5 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
6 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
7 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
8 process beginning from the full execution of the Parties' Memorandum of Understanding.

9 10.18. PAGA Counsel and Defense Counsel separately warrant and represent that they
10 are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required
11 or permitted to be taken by such Parties pursuant to this Agreement, to effectuate its terms, and
12 to execute any other documents reasonably required to effectuate the terms of this Agreement
13 including any amendments to this Agreement. Furthermore, PAGA Counsel and Defense
14 Counsel are expressly authorized to submit to the Court amendments of this Agreement, amended
15 Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed,
16 which includes, but is not limited to, authorization of use of signatures previously provided by
17 the Parties.

18 *Edgar Leon*

06/10/2026

19 Plaintiff, Edgar Leon

Defendant, Riverside Metro Auto Group,
LLC

22 Defendant, Riverside Metro Dealer, LLC

24 Defendants, Riverside Metro Partners, LLC

26 Defendants, Riverside Metro Automotive
27 Products, LLC

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1 **Approved as to form only:**

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3 Vedang J. Patel 6/10/2026

4 David D. Bibryan
5 Vedang J. Patel
6 Counsel for Plaintiff Edgar Leon

7 David J. Reese
8 Counsel for Defendants Riverside Metro Auto
9 Group, LLC, Riverside Metro Dealer, LLC,
10 Riverside Metro Partners, LLC, and Riverside
11 Metro Automotive Products, LLC
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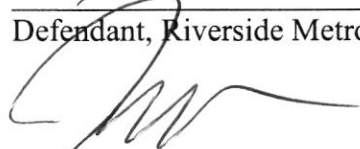
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19 _____
20 Plaintiff, Edgar Leon



Defendant, Riverside Metro Auto Group,
LLC



Defendant, Riverside Metro Dealer, LLC



Defendants, Riverside Metro Partners, LLC



Defendants, Riverside Metro Automotive
Products, LLC

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1 **Approved as to form only:**



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4 David D. Bibiyan
5 Vedang J. Patel
6 Counsel for Plaintiff Edgar Leon

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David J. Reese
Counsel for Defendants Riverside Metro Auto
Group, LLC, Riverside Metro Dealer, LLC,
Riverside Metro Partners, LLC, and Riverside
Metro Automotive Products, LLC