

Matthew C. Sgnilek, Esq. (State Bar No. 235299)
msgnilek@ohaganmeyer.com

Andrea Rosenkranz, Esq. (State Bar No. 301559)
arosenkranz@ohaganmeyer.com

O'HAGAN MEYER
3200 Park Center Drive, Suite 700
Costa Mesa, CA 92626

Telephone: (949) 942-8500

Facsimile: (949) 942-8510

Attorneys for Defendant
Long Beach Lincoln Mercury Inc.
dba Caruso Ford/Lincoln & RJCCMLB LLC dba Caruso Mazda

[ADDITIONAL COUNSEL LISTED ON NEXT PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

ARAM ROSAS and DAVID BARRIENTOS, as
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA"), on behalf of the
State of California and other aggrieved employees,

Plaintiffs,

vs.

LONG BEACH LINCOLN MERCURY, INC., a
Delaware corporation; PACIFIC FORD, INC., a
Delaware corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23STCV08854

REPRESENTATIVE PAGA ACTION

**JOINT STIPULATION OF
REPRESENTATIVE PAGA ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

[Assigned for All Purposes to the *Hon.*
Lia Martin; Dept. 16]

Complaint Filed: April 21, 2023
Trial Date: Not Yet Set

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
3 Molly A. DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
4 Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
5 CAPSTONE LAW APC
6 1875 Century Park East, Suite 100
7 Los Angeles, California 90067
Telephone: (310) 556-4811
8 Facsimile: (310) 943-0396
9 Attorneys for Plaintiffs
Aram Rosas and David Barrientos

1 This Joint Stipulation of Representative PAGA Action Settlement and Release of Claims
2 (“Settlement” or “Agreement”) is made and entered into by and between Plaintiffs Aram Rosas and
3 David Barrientos (“Plaintiffs” or “Representative Plaintiffs”), individually and on behalf of all
4 putative Aggrieved Employees, and Defendant LONG BEACH LINCOLN MERCURY INC. DBA
5 CARUSO FORD/LINCOLN & RJCCMLB LLC DBA CARUSO MAZDA (collectively referred to
6 as “Defendant”). Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

7 **I. DEFINITIONS**

8 The following definitions are applicable to this Settlement, in addition to other terms defined
9 elsewhere in this Settlement:

10 1. “Action” shall mean the operative Complaint of the civil action initially commenced
11 on April 21, 2023, filed and maintained by Plaintiffs against Defendant in the Superior Court of
12 California, County of Los Angeles, Case No. 23STCV08854.

13 2. “Aggrieved Employees” shall mean all persons who, during the Representative Period,
14 have previously been or currently are employed in California by Defendant, as a non-exempt
15 employee. An “Aggrieved Employee” shall mean an individual who is a member of the Aggrieved
16 Employees (or if any such person is incompetent, deceased, or unavailable due to military service,
17 the person’s legal representative or successor in interest evidenced by reasonable verification).

18 3. “Aggrieved Employee Notice” shall mean the Notice of Settlement and Approval, a
19 sample of which is attached hereto as Exhibit “A”. The Aggrieved Employee Notice shall further
20 contain (i) an Aggrieved Employee’s first and last name, (ii) last known address, (iii) the Aggrieved
21 Employee’s Individual Pay Periods, and (iv) the Aggrieved Employee’s individual share of the
22 Aggrieved Employees’ Payment.

23 4. “Aggrieved Employee’s Settlement Share” shall mean the value of each Aggrieved
24 Employee’s share of the Aggrieved Employees’ Payment as provided by this Agreement.

25 5. “Aggrieved Employees’ Payment” shall mean the remaining twenty-five percent
26 (25%) of the Net Settlement Amount to be distributed on a *pro rata* basis based upon the number of
27 Pay Periods worked by each Aggrieved Employee.

6. “Defense Counsel” shall mean the attorneys representing Defendant in the Action, Matthew C. Sgnilek, Esq., and Andrea Rosenkranz, Esq., of O’Hagan Meyer.

7. “Effective Date” shall mean the date by which this Settlement is approved by the Superior Court by entry of the Judgment and the Judgment becomes Final. If no appeal is filed, the Effective Date shall occur 60 calendar days from entry of Judgment by the Court. If a timely appeal is filed, the Judgment shall become final on the date all appeals from the Judgment have been fully adjudicated. The occurrence of the Effective Date is a prerequisite to any obligation of Defendant to pay any funds into the Settlement Account.

8. “Individual Pay Periods” shall mean the number of Pay Periods for an individual Aggrieved Employee.

9. “Judgment” shall mean the Order of Final Judgment entered by the Superior Court that the Parties anticipate will be entered following an Approval Hearing on the Settlement in this Action.

10. “LWDA Payment” shall mean the payment to the California Labor and Workforce Development Agency (“LWDA”) constituting seventy-five percent (75%) of the Net Settlement Amount.

11. “Maximum Settlement Amount” shall mean the maximum settlement amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) payable by Defendant as provided by this Agreement, unless that amount is increased pursuant to Paragraph 12 below.

12. Defendant represents that as of September 28, 2023, the number of pay periods worked by aggrieved employees during the PAGA Period is approximately 4,600. If it is determined that the pay periods through the PAGA Period exceeds 5,060 (4,600 plus 10% of 4,600), then Defendant shall have the option of either (i) increasing the Maximum Settlement Amount by the following formula: Proportionally Increased Maximum Settlement Amount = Actual Number of Pay Periods ÷ 5,060 × \$300,000; or (ii) changing the end date of the PAGA Period to a date for which there are no more than 5,060 pay periods.

13. “Net Settlement Amount” shall mean the Maximum Settlement Amount, less (i) the Representative Plaintiff Payments approved by the Superior Court; (ii) the PAGA Counsel Fees

1 Payment approved by the Superior Court; (iii) the PAGA Counsel Litigation Expenses Payment
2 approved by the Superior Court; (iv) the Settlement Administrator Payment approved by the Superior
3 Court; and (v) any other fees or expenses (other than PAGA Counsel Fees Payment and PAGA
4 Counsel Litigation Expenses Payment) incurred in implementing the terms and conditions of this
5 Agreement as approved by the Superior Court.

6 14. "PAGA Counsel" shall mean the attorneys representing Plaintiffs in the Action, Raul
7 Perez, Robert J. Drexler, Jr., Molly DeSario, and Jonathan Lee of Capstone Law APC.

8 15. "PAGA Counsel's Fees Payment" shall mean one-third (1/3) of the Maximum
9 Settlement Amount (currently estimated to be One Hundred Thousand Dollars and Zero Cents
10 (\$100,000.00)) subject to approval by the Superior Court as PAGA Counsel's attorneys' fees incurred
11 in connection with the Action, including fees incurred in pre-filing investigation, filing of the Action,
12 and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

13 16. "PAGA Counsel's Litigation Expenses Payment" shall mean the actual litigation
14 expenses and/or costs expended by PAGA Counsel subject to approval by the Superior Court incurred
15 in connection with the Action, including pre-filing investigation, filing of the Action, and all related
16 litigation activities, this Settlement, and all post-Settlement compliance procedures. PAGA Counsel's
17 expenses are not to exceed Twenty-Seven Thousand Dollars and Zero Cents (\$27,000.00).

18 17. "Pay Period" shall mean any pay period in which an Aggrieved Employee actually
19 received payment from Defendant as an hourly-paid, non-exempt employee.

20 18. "Representative Period" shall mean the period of time from September 12, 2021,
21 through November 28, 2023.

22 19. "Representative Plaintiff Payments" shall mean the special payments made to
23 Plaintiffs in their capacity as Representative Plaintiffs to compensate them for prosecuting the Action,
24 and performing work in support of the Action, in the amount of Ten Thousand Dollars and Zero Cents
25 (\$10,000.00), each, subject to approval by the Superior Court.

26 20. "Settlement Administrator" shall mean Phoenix Settlement Administrators proposed
27 by the Parties and appointed by the Superior Court to administer the Settlement.

21. "Settlement Administrator Payment" shall mean the payment to the Settlement Administrator for its fees and expenses in administering this Settlement.

22. "Superior Court" shall mean the Superior Court of California for the County of Los Angeles.

II. RECITALS

23. On September 12, 2022, September 13, 2022, April 10, 2023, April 11, 2023, October 17, 2023, and December 11, 2023, PAGA Counsel, on behalf of Plaintiffs and the Aggrieved Employees, gave written notice to the Labor Workforce and Development Agency ("LWDA") of the Labor Code violations Defendant is alleged to have violated. ("LWDA Exhaustion Letters").

24. On April 21, 2023, Plaintiffs filed a Complaint against Defendant in the Los Angeles County Superior Court, Case No. 23STCV08854. In his Complaint, Plaintiffs pled a cause of action for Civil Penalties pursuant to the Private Attorneys' General Act ("PAGA").

25. Defendant denies and continues to deny all of Plaintiffs' allegations inclusive of the representative manageability of the Action. Specifically, Defendant contends (1) it did not fail to pay Aggrieved Employees the minimum, straight time, regular rate, and/or overtime wages; (2) it paid Aggrieved Employees for all hours worked; (3) it provided employees the required notice of material terms under Labor Code Section 2810.5; (4) it provided Aggrieved Employees with all meal periods according to law and/or paid accurate meal period premium wages; (5) it provided Aggrieved Employees with all rest periods according to law and/or paid accurate rest period premium wages; (6) it did not fail to timely pay Aggrieved Employees wages due and owing during employment and/or upon separation; (7) it provided Aggrieved Employees with accurate itemized wage statements, consistent with Labor Code Section 226; (8) it properly maintained all payroll records; (9) it reimbursed employees for all necessary business expenses; (10) it provided and appropriately compensated employees for sick leave; (11) Aggrieved Employees are not entitled to penalties under PAGA; and (12) it is not liable for damages, including civil penalties, attorneys' fees, or costs of litigation to Aggrieved Employees.

26. In connection with the Action, and in order to work toward a mediated resolution

1 without the time and expense of formal discovery, the Parties produced voluminous documents and
2 data (including, by Defendant, human resources documents and policies, time records, and payroll
3 data during the Representative Period) which were reviewed, investigated, and analyzed by PAGA
4 Counsel.

5 27. On September 28, 2023, the Parties in Action participated in a full day of mediation
6 before an experienced employment and class action mediator, Lynn Frank, Esq. (the "Mediation")
7 and the Parties reached a settlement at the Maximum Settlement Amount.

8 28. The Settlement described in this Agreement represents a compromise and settlement
9 of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission
10 by Defendant that Plaintiffs' claims in the Action have any merit or that Defendant has any liability
11 to Plaintiffs, the Aggrieved Employees or the State on those claims, or as an admission by Plaintiffs
12 that Defendant's defenses in the Action have any merit. This Settlement is intended to fully, finally,
13 and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms
14 and conditions set forth in this Settlement.

15 29. Based on its own thorough, independent investigation and evaluation of this case,
16 PAGA Counsel is of the opinion that the Settlement of this Action with Defendant for the
17 consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best
18 interest of the LWDA and Aggrieved Employees in light of all known facts and circumstances,
19 including the risk of significant costs and delay, the defenses asserted by Defendant including the
20 risks of adverse determinations on the merits and numerous potential appellate issues. Although
21 Defendant contends that it has no liability in the Action, Defense Counsel shares PAGA Counsel's
22 belief that the Settlement represents a fair and adequate settlement given the respective risks
23 associated with the case.

24 30. Based on the foregoing Recitals, the Parties agree as follows:

25 **III. PROCEDURE FOR APPROVING SETTLEMENT**

26 31. **Motion for Approval of Settlement by the Superior Court.** Plaintiffs will move the
27 Superior Court for an order granting Approval of the Settlement, and approving the Aggrieved
28

1 Employee Notice (attached as Exhibit “A” to this Stipulation) (“Motion for Approval”). Any
2 unresolved disagreement among the Parties concerning the Aggrieved Employee Notice or other
3 documents necessary to implement the Settlement will be referred first to Lynn Frank, Esq., and if no
4 resolution is reached, then to the Superior Court.

5 32. At the hearing on the Motion for Approval, the Parties anticipate that they will jointly
6 appear, support the granting of the Motion for Approval, and obtain an order granting approval of the
7 Settlement and granting approval of the Aggrieved Employee Notice.

8 33. Should the Superior Court require any amendments to this Agreement or the Motion
9 for Approval, the Parties agree to work jointly to resolve any issues in order to secure the Superior
10 Court’s approval.

11 34. Should the Superior Court decline to approve any material aspects of the Settlement,
12 the Settlement will be null and void and the Parties will have no further obligations under it. In such
13 event, the Parties shall be returned to their respective positions as of the date and time immediately
14 prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this
15 Agreement had not been executed.

16 35. Upon approval of the Settlement by the Superior Court, the Parties will present for the
17 Superior Court’s approval and entry a Proposed Final Order and Judgment. The entry of the Order
18 and Judgment shall permanently bar all Aggrieved Employees from prosecuting against Defendant
19 any claims for PAGA penalties through the Representative Period, which were or could have been
20 brought in this Action, as well as all claims as set forth in the Release contained in Section V of this
21 Agreement, whether known or unknown.

22 36. After entry of the Judgment, the Superior Court will have continuing jurisdiction over
23 the Action and the Settlement solely for purposes of (i) enforcing this Settlement, (ii) addressing
24 settlement administration matters, and (iii) addressing such post-Judgment matters as may be
25 appropriate under court rules or applicable law.

26 37. **Aggrieved Employee Notice.** After the Superior Court enters its order granting
27 Preliminary Approval, every Aggrieved Employee will be provided with the Aggrieved Employee
28

1 Notice (in English and Spanish) which will include the Aggrieved Employee Notice completed to
2 reflect the order granting Approval of the Settlement and the Aggrieved Employee's information as
3 follows:

4 (a) Within twenty-one (21) days after the Motion for Approval is granted,
5 Defendant will provide to the Settlement Administrator the "Aggrieved Employees' Data," which
6 shall consist of an electronic database containing (i) each Aggrieved Employee's first and last name,
7 (ii) last known mailing address, (iii) the Aggrieved Employee's Social Security number or Tax ID,
8 and (iv) the Aggrieved Employee's total number of Individual Pay Periods. If any or all of the
9 Aggrieved Employees' Data are unavailable to Defendant, Defendant will so inform PAGA Counsel
10 prior to the date on which Defendant is required to submit the Aggrieved Employees' Data to the
11 Settlement Administrator and the Parties will make their best efforts to reconstruct or otherwise agree
12 upon the Aggrieved Employees' Data prior to when it must be submitted to the Settlement
13 Administrator. This information will otherwise remain confidential and will not be disclosed to
14 anyone, except as required to applicable taxing authorities, as required to carry out the reasonable
15 efforts to identify Aggrieved Employee information as described in Paragraphs 37(b) and 45, pursuant
16 to Defendant's express written authorization, or by order of the Superior Court.

17 (b) If An Aggrieved Employee Notice is returned by the U.S. Postal Service
18 because of an incorrect address, the Settlement Administrator will promptly, and not later than five
19 (5) days from receipt of the returned packet, search for a more current address for the Aggrieved
20 Employee and re-mail the Aggrieved Employee Notice to the Aggrieved Employee. The Settlement
21 Administrator will use the Aggrieved Employees' Data and otherwise work with Defense Counsel or
22 utilize its own resources such as skip traces to find a more current address. The Settlement
23 Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job
24 parameters, court orders, and fee, to trace the mailing address of any Aggrieved Employee for whom
25 an Aggrieved Employee Notice is returned by the U.S. Postal Service. These reasonable steps shall
26 include the tracking of all undelivered mail; performing address searches for all mail returned without
27 a forwarding address; and promptly re-mailing to Aggrieved Employees for whom new addresses are

1 found.

2 38. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms
3 and conditions of this Settlement, Plaintiffs, Aggrieved Employees, Defendant, and its respective
4 counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-
5 judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for
6 new trial, a motion under Code of Civil Procedure Section 473, and any extraordinary writ, and the
7 Judgment therefore will become non-appealable by them at the time it is entered. The waiver of appeal
8 does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment
9 proceedings, or any waiver of the right to appeal a reduction by the Court of the requested PAGA
10 Counsel Fees Payment. If an appeal is taken from the Judgment, the time for consummation of the
11 Settlement (including making payments under the Settlement) will be suspended until such time as
12 the appeal is finally resolved and the Judgment, consistent with the terms of this Settlement, becomes
13 Final.

14 39. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.**
15 If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion,
16 petition, writ, or application, the reviewing court vacates, reverses, or modifies the Judgment such
17 that there is a material modification to the Settlement, and that court's decision is not completely
18 reversed and the Judgment is not fully affirmed on review by a higher court, then either Party will
19 have the right to void the Settlement, which the Party must do by giving written notice to the other
20 Parties, the reviewing court, and the Superior Court, not later than fourteen (14) days after the
21 reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final.
22 A vacation, reversal, or modification of the Superior Court's award of the Representative Plaintiff
23 Payments, the PAGA Counsel Fees Payment, and/or PAGA Counsel Litigation Expenses Payment
24 will not constitute a vacation, reversal, or material modification of the Judgment within the meaning
25 of this Paragraph.

26 40. **Establishment of Settlement Account.** The Settlement Administrator shall establish
27 a Settlement Account within ten (10) days of the Effective Date and notify the Parties when the
28

1 Settlement Account has been established. The Settlement Administrator shall also provide Defendant
2 with an itemized statement for the total amount to be deposited into the Settlement Account, which
3 shall equal the Maximum Settlement Amount (“Settlement Account Deposit”). Within ten (10) days
4 after receiving notification of the Settlement Account and statement for the Settlement Account
5 Deposit, Defendant shall pay into the Settlement Account an amount equal to the Settlement Account
6 Deposit. Defendant shall have no obligation to pay any additional funds into the Settlement Account.

7 **41. Payment of Aggrieved Employees’ Settlement Shares.** The Settlement
8 Administrator shall pay to each Aggrieved Employee his or her Aggrieved Employee’s Settlement
9 Share from the Settlement Account. The Settlement Administrator shall pay each Aggrieved
10 Employee’s Settlement Share by sending a check in the appropriate amount to the Aggrieved
11 Employee at the address indicated in the Aggrieved Employees’ Data. Such payment, with the
12 Aggrieved Employees’ Notice, shall be sent by the Settlement Administrator via U.S. Mail within ten
13 (10) calendar days of its receipt of the Settlement Account Deposit from Defendant.

14 **42. Uncashed Aggrieved Employees’ Settlement Share Checks.** Any checks paid to
15 Aggrieved Employees shall be negotiable for one hundred and eighty (180) calendar days from the
16 date of their issuance. An Aggrieved Employee must cash his or her Aggrieved Employee’s
17 Settlement Share check within one hundred and eighty (180) calendar days after it is mailed to him
18 or her. If a check remains uncashed after one hundred and eighty (180) calendar days from the initial
19 mailing, or if a check is returned to the Settlement Administrator as undeliverable during the one
20 hundred eighty-day period, the Settlement Administrator shall take all reasonable efforts to identify
21 the Aggrieved Employee’s correct address, including the performance of a “skip-trace.” If an updated
22 address can be identified, the Settlement Administrator shall issue another check to the Aggrieved
23 Employee and mail it to the Aggrieved Employee at his or her updated address. If an updated address
24 for the Aggrieved Employee cannot be identified, if a reissued check is once again returned to the
25 Settlement Administrator as undeliverable, or if the reissued check remains uncashed after one
26 hundred eighty (180) calendar days, the Settlement Administrator will keep an accounting of such
27 funds and shall give notice to the Parties of the total balance of uncashed Aggrieved Employee’s
28

1 Settlement Shares. An Aggrieved Employee who fails to negotiate or receive their Settlement Share
2 check despite the procedures described above shall nevertheless remain bound by the Settlement and
3 the releases contained herein.

4 43. The funds represented by Aggrieved Employee's Settlement Share checks remaining
5 uncashed for more than one hundred and eighty (180) calendar days after issuance shall be voided
6 and then shall be transmitted to the Controller of the State of California to be held pursuant to the
7 Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of those
8 Aggrieved Employees who did not cash their checks until such time they claim their property. The
9 Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure
10 Code § 384, as the entire Net Settlement Amount will be paid out to Aggrieved Employees, whether
11 or not they all cash their settlement checks.

12 44. **Payment of PAGA Counsel's Fees Payment and PAGA Counsel's Litigation**
13 **Expenses Payment.** The Settlement Administrator shall pay to PAGA Counsel the PAGA Counsel's
14 Fees Payment and PAGA Counsel's Litigation Expenses Payment from the Settlement Account. The
15 Settlement Administrator shall pay the PAGA Counsel's Fees Payment and PAGA Counsel's
16 Litigation Expenses Payment by sending a wire or check in the appropriate amount to PAGA Counsel
17 at the address provided for in Paragraph 76. Such payment shall be sent by the Settlement
18 Administrator within ten (10) calendar days of its receipt of the Settlement Account Deposit from
19 Defendant.

20 45. **Final Report by Settlement Administrator to Superior Court.** Within ten (10) days
21 after final disbursement of all funds from the Settlement Account, the Settlement Administrator will
22 serve on the Parties and file with the Superior Court a declaration providing a final summary report
23 on the disbursements of all funds from the Settlement Account. Within ten (10) days after
24 transmission of any remaining unclaimed funds to Controller of the State of California the Settlement
25 Administrator will serve on the Parties and file with the Superior Court a declaration providing a final
26 summary report on the transmission of any remaining unclaimed funds to Controller of the State of
27 California as outlined in Paragraph 42.

1 **IV. SETTLEMENT TERMS AND CONDITIONS**

2 46. **Aggrieved Employee's Settlement Shares.** Subject to the terms and conditions of
3 this Settlement, the Settlement Administrator will calculate the Aggrieved Employee's Settlement
4 Shares for each Aggrieved Employee within ten (10) days after Defendant provide the Settlement
5 Administrator with the Aggrieved Employees' Data. The Aggrieved Employee's Settlement Share
6 for each Aggrieved Employee will be calculated as follows, understanding that the formulas below
7 do not constitute an admission by either Party, and are intended only to provide a practical means to
8 simplify and administer the claims process:

9 (a) **Number of Aggrieved Employees and Pay Periods.** Defendant shall
10 determine the total number of Aggrieved Employees and the aggregate number of Pay Periods for
11 those Aggrieved Employees as of the time of the close of the Representative Period. This information
12 shall be provided to the Settlement Administrator along with the Aggrieved Employees' Data as
13 described in Paragraph 37(a) above.

14 (b) **Calculation of the Pay Period Value.** The Settlement Administrator shall
15 determine the value of a Pay Period ("Pay Period Value") by taking the Aggrieved Employees'
16 Payment amount and dividing it by the sum of all Aggrieved Employees' Pay Periods.

17 (c) **Calculation of Aggrieved Employee's Settlement Shares.** The Settlement
18 Administrator shall assign to each Aggrieved Employee an Aggrieved Employee's Settlement Share
19 which shall be equal to the Pay Period Value multiplied by each Aggrieved Employee's Individual
20 Pay Periods. Upon calculation of the Aggrieved Employee's Settlement Share, the Settlement
21 Administrator shall furnish to PAGA Counsel and Defense Counsel a worksheet containing a list of
22 employee identification numbers for the Aggrieved Employees with their corresponding Individual
23 Pay Periods and Aggrieved Employee's Settlement Share.

24 47. **Taxes and Withholdings.** Each Aggrieved Employee's Settlement Share is intended
25 to settle the Aggrieved Employees' claims for civil penalties. Accordingly, one hundred percent
26 (100%) of each Aggrieved Employee's Settlement Share shall represent civil penalties. The
27 Aggrieved Employee's Settlement Share shall be paid to the Aggrieved Employee in full without
28

1 deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each
2 Aggrieved Employee for that amount, to the extent the Aggrieved Employee's Settlement Share is
3 Six Hundred Dollars and Zero Cents (\$600.00) or more. Each Aggrieved Employee shall be
4 individually responsible for their own share of applicable income tax withholdings and deductions
5 for his or her Aggrieved Employee's Settlement Share.

6 **48. Total Payment Amount.** In no event will Defendant be required to pay more than the
7 Maximum Settlement Amount (unless that amount is increased pursuant to Paragraph 12 above) for
8 distribution to the Plaintiffs, PAGA Counsel, Aggrieved Employees, the LWDA, Settlement
9 Administrator, or for any other costs or expenses not otherwise enumerated.

10 **49. Payments to Plaintiffs and PAGA Counsel and Others.** Subject to the terms and
11 conditions of this Settlement, the Settlement Administrator will make the following payments out of
12 the Maximum Settlement Amount as follows:

13 **(a) To Plaintiffs:** In addition to their Aggrieved Employee's Settlement Share,
14 Plaintiffs will apply to the Superior Court for Representative Plaintiff Payments in amounts not to
15 exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), each. Defendant will not oppose these
16 Representative Plaintiff Payments. The Settlement Administrator will pay the Representative Plaintiff
17 Payments approved by the Superior Court out of the Maximum Settlement Amount. Payroll tax
18 withholding and deductions will not be taken from the Representative Plaintiff Payments and an IRS
19 Form 1099 will be issued to Plaintiffs for these payments.

20 **(b) To PAGA Counsel:** PAGA Counsel will apply to the Superior Court for the
21 PAGA Counsel Fees Payment in an amount not to exceed one-third (1/3) of the Maximum Settlement
22 Amount (currently estimated to be One Hundred Thousand Dollars and Zero Cents (\$100,000.00)).
23 PAGA Counsel will also submit to the Superior Court a memorandum of costs for the PAGA Counsel
24 Litigation Expenses Payment in an amount not to exceed Twenty-Seven Thousand Dollars and Zero
25 Cents (\$27,000.00) as request reasonable costs of suit to be paid from the Maximum Settlement
26 Amount. Defendant will not oppose these requests. The Settlement Administrator will pay the
27 amounts approved by the Superior Court out of the Maximum Settlement Amount. Withholding and
28

1 deductions will not be taken from the PAGA Counsel Fees Payment or PAGA Counsel Litigation
2 Expenses Payment and one or more IRS Forms 1099 will be issued to PAGA Counsel with respect
3 to those payments.

4 (c) **To the LWDA:** As part of their Motion for Approval, the Plaintiffs will apply
5 to the Superior Court for approval of the LWDA Payment in the estimated amount of One Hundred
6 Eleven Thousand Dollars (\$111,000), which shall constitute the LWDA's seventy-five percent (75%)
7 share of the estimated One Hundred Forty-Eight Thousand Dollars (\$148,000) in civil penalties paid
8 under this Settlement. The remaining estimated Thirty-Seven Thousand Dollars (\$37,000) in civil
9 penalties shall be distributed on a *pro rata* basis based upon the number of pay periods worked by
10 each Aggrieved Employee ("Aggrieved Employees' Payment").

11 (d) **To the Settlement Administrator:** The Settlement Administrator will be paid
12 from the Maximum Settlement Amount its reasonable fees and expenses as approved by the Superior
13 Court, which are estimated to be Five Thousand Dollars (\$5,000).

14 50. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court
15 to appoint Phoenix Settlement Administrators, a qualified and experienced administrator based in
16 California where the Action is venued, to serve as the Settlement Administrator, which, as a condition
17 of appointment, will agree to be bound by this Agreement with respect to the performance of its duties
18 and its compensation. The Settlement Administrator's duties will include (i) calculating Aggrieved
19 Employee's Settlement Shares; (ii) preparing, printing, and mailing the Aggrieved Employee Notice
20 to all Aggrieved Employees; (iii) using reasonable measures to contact all Aggrieved Employees,
21 including conducting a National Change of Address search on all Aggrieved Employees before
22 mailing the Aggrieved Employee Notice to each Aggrieved Employee's address; (iv) re-mailing the
23 Aggrieved Employee Notice to the Aggrieved Employee's new address for those Aggrieved
24 Employees whose address had changed; (v) setting up a toll-free telephone number to receive calls
25 from Aggrieved Employees; (vi) using reasonable measures to deliver issued checks to Aggrieved
26 Employees, including use of a "skip-trace" for undeliverable checks; and (vii) otherwise
27 administering the Settlement pursuant to this Agreement. The Settlement Administrator's reasonable
28

1 fees and expenses are estimated to be Five Thousand Dollars (\$5,000) and will be paid out of the
2 Maximum Settlement Amount, as set forth herein, subject to Court approval.

3 **V. RELEASE OF CLAIMS**

4 51. **Plaintiffs' Released Claims.** Plaintiffs, individually and on behalf of Plaintiffs' heirs,
5 executors, administrators, representatives, attorneys, successors and assigns knowingly and
6 voluntarily release and forever discharge Defendant, including any and all parent corporation,
7 affiliates, subsidiaries, managers, divisions, predecessors, insurers, franchisors, successors and
8 assigns, including but not limited to each of their current and former employees, attorneys, officers,
9 directors and agents thereof, both individually and in their business capacities, and their employee
10 benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and
11 programs (collectively, "Plaintiffs' Released Parties"), to the fullest extent permitted by law, of and
12 from any and all claims, known and unknown, asserted and unasserted, which Plaintiffs have or may
13 have against the Plaintiffs' Released Parties as of the date of execution of this Settlement Agreement.
14 Plaintiffs are not waiving any rights Plaintiffs may have to: (i) Plaintiffs' own vested accrued
15 employee benefits under the Defendant's health, welfare or retirement benefits plans, if any, as of the
16 date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable
17 workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly
18 released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by
19 law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement
20 Agreement.

21 52. To affect a full and complete general release as described above, Plaintiffs expressly
22 waive and relinquish all rights and benefits of § 1542 of the Civil Code of the State of California and
23 does so understanding and acknowledging the significance and consequence of specifically waiving
24 § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release
25 and discharge of all parties, Plaintiffs expressly acknowledge this Settlement Agreement is intended
26 to include in its effect, without limitation, all claims Plaintiffs do not know or suspect to exist in
27 Plaintiffs' favor at the time of signing this Settlement Agreement, and that this Settlement Agreement
28

1 contemplates the extinguishment of any such claims. Plaintiffs warrant Plaintiffs have read this
2 Settlement Agreement, including this waiver of California Civil Code § 1542, and that Plaintiffs have
3 consulted with or had the opportunity to consult with counsel of Plaintiffs' choosing about this
4 Settlement Agreement and specifically about the waiver of § 1542, and that Plaintiffs understand this
5 Settlement Agreement and the § 1542 waiver, and so Plaintiffs freely and knowingly enter into this
6 Settlement Agreement. Plaintiffs further acknowledge that Plaintiffs later may discover facts different
7 from or in addition to those Plaintiffs now know or believe to be true regarding the matters released
8 or described in this Settlement Agreement, and even so Plaintiffs agree that the releases and
9 agreements contained in this Settlement Agreement shall remain effective in all respects
10 notwithstanding any later discovery of any different or additional facts. Plaintiffs expressly assume
11 any and all risk of any mistake in connection with the true facts involved in the matters, disputes or
12 controversies released or described in this Settlement Agreement or with regard to any facts now
13 unknown to Plaintiffs relating thereto.

14 **53. Aggrieved Employees Released Claims.** As of the date of the Judgment, each
15 Aggrieved Employee, and without the need to manually sign a release document, shall release the
16 Released Parties and the State of California from all causes of action and claims for civil penalties
17 under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the
18 operative complaint in the Action or reasonably could have been alleged based on the facts contained
19 in the operative complaint in the Action or LWDA letters, including claims for civil penalties based
20 on the following: (i) failure to pay all regular rate wages, minimum wages, and overtime wages due;
21 (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure
22 to timely pay wages during employment; (v) failure to provide complete, accurate wage statements;
23 (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to maintain records
24 in accordance with Labor Code Section 1174; (viii) failure to reimburse necessary expenditures; (ix)
25 failure to provide notice of material terms of employment under Labor Code Section 2810.5; (x)
26 unpaid sick leave; and/or (xi) claims, causes of action or legal theories of relief seeking civil penalties
27 under the California Labor Code Private Attorneys General Act of 2004 plead in the operative
28

1 complaint and underlying LWDA Exhaustion Letters filed by both Barrientos and Rosas (collectively,
2 the “PAGA Released Claims”). PAGA Released Claims for Aggrieved Employees who worked for
3 Defendant in California during the Representative Period shall have their claims released during the
4 Representative Period.

5 54. Released Parties includes Defendant and it past, present and/or future, direct and/or
6 indirect, owners, officers, directors, members, managers, employees, agents, representatives,
7 attorneys, including but not limited to O’Hagan Meyer, insurers, partners, investors, shareholders,
8 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns,
9 and joint venturers.

10 55. In light of the binding nature of a PAGA judgment on non-party employees pursuant
11 to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.*
12 (2011) 796 F.Supp.2d 1246, individuals meeting the definition of an Aggrieved Employee may not
13 exclude themselves from the Settlement and shall receive a payment for the amount of each such
14 individual’s estimated share of the PAGA Payment, and shall have released PAGA claims, as outlined
15 in Paragraph 54.

16 56. The PAGA Released Claims described in Paragraph 53 expressly exclude all claims
17 made by an Aggrieved Employee for vested benefits, wrongful termination, unemployment insurance,
18 disability, social security, workers’ compensation, claims while classified as exempt, and claims
19 outside of the Representative Period.

20 57. **PAGA Counsel.** As of the Effective Date, and except as otherwise provided by this
21 Settlement, PAGA Counsel and any counsel associated with PAGA Counsel waive any further claims
22 to costs and attorneys’ fees and expenses against Defendant or the Released Parties based on any
23 claim released by this agreement during the Representative Period.

24 58. **No Effect on Other Benefits.** The payment the Aggrieved Employee’s Settlement
25 Shares will not result in any additional employee benefit payments (such as 401(k), vacation, or
26 bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

1 **VI. DUTIES OF THE PARTIES**

2 59. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to
3 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
4 limited to, execution of such other documents and the taking of such other actions as may reasonably
5 be necessary to fulfill the terms of this Settlement unless the Court denies the Settlement with
6 prejudice. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation
7 and any other efforts that may become necessary by court order or otherwise, to effectuate this
8 Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation,
9 PAGA Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and
10 reasonable steps to secure the Court's approval of this Stipulation. The Parties will work together to
11 make any non-material modifications of the Settlement requested by the Court to obtain approval of
12 the Parties' Settlement.

13 60. **Duty to Support and Defend the Settlement.** The Parties agree to abide by all of the
14 terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts
15 to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

16 **VII. MISCELLANEOUS TERMS**

17 61. **No Admission of Liability.** Defendant denies that it has engaged in any unlawful
18 activity, has failed to comply with the law in any respect, or has any liability to anyone under the
19 claims asserted in the Action. This Settlement is entered into solely for the purpose of compromising
20 highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission
21 of liability or wrongdoing by Defendant, an admission by Plaintiffs that any of their claims were non-
22 meritorious, or any defense asserted by Defendant was meritorious. This Settlement and the fact that
23 Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be
24 admissible in connection with, any litigation (other than solely in connection with the Settlement).

25 62. Whether or not the Judgment becomes Final, neither the Settlement, any document,
26 statement, proceeding or conduct related to the Settlement, nor any reports or accounting of those
27 matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be

1 evidence for any purpose adverse to Defendant or any of the Released Parties, including, but not
2 limited to, evidence of a presumption, concession, indication or admission by any of the Released
3 Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred
4 to or offered in evidence against any of the Released Parties, or any other civil, criminal or
5 administrative action or proceeding except for purposes of effectuating this Settlement.

6 63. Notwithstanding Paragraph 64 of this Settlement, any and all provisions of this
7 Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce any
8 or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

9 64. **Non-Disparagement.** Plaintiffs agree not to make any untruthful, malicious,
10 disparaging or defamatory statements, allegations, comments or communications, regardless of form
11 (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise),
12 regarding the Released Parties. Plaintiffs further agree not to encourage authorize or permit any such
13 statements, allegations, comments or communications to be made by others on Plaintiffs' behalf. To
14 the extent Plaintiffs have posted any negative comments about the Released Parties on Glassdoor,
15 Yelp, or other websites, Plaintiffs agree to request that these comments be removed and to provide a
16 copy of such request to Defense Counsel within 30 days of the execution of this Agreement.
17 Notwithstanding the foregoing, nothing in this Paragraph shall be construed to abridge, or interfere
18 with, PAGA Counsel's rights and obligations under California Rules of Professional Conduct, rule 1-
19 500.

20 65. **Waiver of Reemployment.** Plaintiffs acknowledge that they have no intent to apply
21 for employment and/or re-employment with Defendant. Plaintiffs further acknowledge that
22 Defendant or any related, successor, parent, or subsidiary companies has the right to refuse rehire
23 Plaintiffs for non-discriminatory and non-retaliatory reasons and Plaintiffs acknowledge that
24 Defendant's position is that such legitimate non-discriminatory and non-retaliatory reasons exist.

25 66. **Integrated Agreement.** After this Settlement is signed and delivered by all Parties
26 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
27 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
28

1 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
2 other than the representations, warranties, covenants, and inducements expressly stated in this
3 Settlement and its exhibits.

4 **67. Attorney Authorization.** PAGA Counsel and Defense Counsel warrant and represent
5 that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action
6 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms,
7 and to execute any other documents required to effectuate the terms of this Settlement. The Parties
8 and their counsel will cooperate with each other and use their best efforts to affect the implementation
9 of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any
10 document needed to implement the Settlement, or on any supplemental provisions that may become
11 necessary to effectuate the terms of this Settlement, the Parties will seek the assistance of mediator
12 Lynn Frank, Esq., and if no resolution is reached the Superior Court, and in all cases all such
13 documents, supplemental provisions and assistance of the court will be consistent with this
14 Settlement.

15 **68. Modification of Agreement.** This Agreement, and any and all parts of it, may be
16 amended, modified, changed, or waived only by an express written instrument signed by all Parties,
17 their successors-in-interest, and/or the Parties' respective counsel, as authorized, and approved by the
18 Court.

19 **69. Settlement Binding on Successors.** This Settlement Agreement will be binding upon,
20 and inure to the benefit of, the successors of each of the Parties.

21 **70. Applicable Law.** All terms and conditions of this Settlement and its exhibits will be
22 governed by and interpreted according to the laws of the State of California, without giving effect to
23 any conflict of law principles or choice of law principles.

24 **71. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation
25 of this Settlement. This Settlement will not be construed against any Party on the basis that the Party
26 was the drafter or participated in the drafting.

27 **72. Fair Settlement.** The Parties and their respective counsel believe and warrant that this
28

1 Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this
2 Settlement through arms-length negotiations, taking into account all relevant factors, current and
3 potential.

4 73. **Headings.** The descriptive heading of any section or Paragraph of this Settlement is
5 inserted for convenience of reference only and does not constitute a part of this Settlement.

6 74. **Notice.** All notices, demands or other communications given under this Settlement
7 will be in writing and deemed to have been duly given as of the third business day after mailing by
8 U.S. Mail, addressed as follows:

9 *To PAGA Counsel:*

Raul Perez
Robert J. Drexler, Jr.
Molly DeSario
Jonathan Lee
CAPSTONE LAW APC
1875 Century Park East, Suite 100
Los Angeles, California 90067
Telephone: (310) 556-4811

14 *To the Defendant's Counsel:*

Matthew C. Sgnilek, Esq.
Andrea Rosenkranz, Esq.
O'HAGAN MEYER
3200 Park Center Drive, Suite 700
Costa Mesa, CA 92626

18 75. **Execution in Counterpart.** This Settlement may be executed in one or more
19 counterparts. All executed counterparts and each of them will be deemed to be one and the same
20 instrument provided that counsel for the Parties will exchange between themselves original signed
21 counterparts. Facsimile signatures, scanned PDF signatures, and electronic (e.g. DocuSign) signatures
22 will be presumptive evidence of execution of the original, which shall be produced on reasonable
23 request. Any executed counterpart will be admissible to prove the existence and contents of this
24 Settlement.

1 DATED: 3/29/2024

Aram Rosas

DocuSigned by:

Aram Rosas

0A75230763E04F8...

2
3
4
5 DATED: 3/29/2024

David Barrientos

DocuSigned by:

David Barrientos

52644B2BE516407...

6
7
8 DATED: 3/28/2024

LONG BEACH LINCOLN MERCURY , INC.
DBA CARUSO FORD/LINCOLN

DocuSigned by:

Mike

FB0092CF6C734C6...

MIKE

By:

Its:

VP/GM

9
10
11
12
13
14 DATED: 3/28/2024

RJCCMLB LLC DBA CARUSO MAZDA

DocuSigned by:

Mike

FB0092CF6C734C6...

MIKE

By:

Its:

VP/GM

15
16
17
18
19 DATED: 3/29/2024

CAPSTONE LAW APC

By:

Raul Perez, Esq.

Robert J. Drexler, Jr., Esq.

Molly DeSario, Esq.

Jonathan Lee, Esq.

Attorneys for Plaintiffs Aram Rosas and David
Barrientos

1 DATED: 3/28/2024
2 _____

O'HAGAN MEYER

3 By: _____
4

DocuSigned by:

Matthew C. Sgnilek

EAD811FD17F9409...

Matthew C. Sgnilek, Esq.

Andrea Rosenkranz, Esq.

6 Attorneys for Defendant Long Beach Lincoln
7 Mercury Inc. dba Caruso Ford/Lincoln &
8 RJCCMLB LLC dba Caruso Mazda
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Aram Rosas, et al. v. Long Beach Lincoln Mercury Inc.
Los Angeles County Superior Court Case No. 23STCV08854

|||||
<<ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF REPRESENTATIVE PAGA ACTION SETTLEMENT

If you are or were a non-exempt, hourly employee of Long Beach Lincoln Mercury Inc. dba Caruso Ford/Lincoln or RJCCMLB LLC dba Caruso Mazda (“Defendant”) at any time between September 12, 2021 and November 28, 2023, you are entitled to receive money from a Representative PAGA Action Settlement.

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why should you read this notice?

A settlement (the “Settlement”) was reached in a representative PAGA action lawsuit entitled *Aram Rosas, et al. v. Long Beach Lincoln Mercury Inc., et al.*, Los Angeles County Superior Court Case No. 23STCV08854 (the “Action” or “Lawsuit”). Long Beach Lincoln Mercury Inc. dba Caruso Ford/Lincoln & RJCCMLB LLC dba Caruso Mazda are collectively referred to as the Defendant in the action.

The Court has approved a settlement that covers “Aggrieved Employees” defined as follows:

All persons employed in the State of California as hourly, non-exempt employees by Defendant at any time between September 12, 2021 and November 28, 2023.

Defendant’s employment records indicate that you meet this definition, which makes you a member of the group of Aggrieved Employees. The Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your rights.

This Notice explains the Lawsuit, the Settlement, and your legal rights.

2. What is this Lawsuit about?

On April 21, 2023, Plaintiffs Aram Rosas and David Barrientos (“Plaintiffs”) filed the operative complaint against Defendant alleging several violations of California wage and hour laws. Plaintiffs filed the Action on behalf of themselves and on behalf of Defendant’s current and former non-exempt, hourly employees in the State of California. By Plaintiffs’ Complaint, Plaintiffs allege that Defendant owed penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2698-2699.5 (“PAGA”). Defendant vigorously denies all the claims and contentions made in the Lawsuit and maintains it has fully complied with the law, but has agreed to settle the Lawsuit to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. This

allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiffs and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees.

4. What are the terms of the Settlement?

Defendant will pay Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) to settle the Action (the “Maximum Settlement Amount”). The Maximum Settlement Amount includes: (i) all Settlement payments to Aggrieved Employees; (ii) the Representative Plaintiff Payments; (iii) the PAGA Counsel’s attorneys’ fees and costs; (iv) a payment to the California Labor and Workforce Development Agency (“LWDA”) for civil penalties brought under PAGA; and (v) the reasonable fees and costs of the Settlement Administrator.

The Court has approved the following payments from the Maximum Settlement Amount:

- The Representative Plaintiff Payments of [REDACTED] Dollars and Zero Cents (\$ [REDACTED].00) to each Plaintiff;
- Plaintiffs’ Counsel’s fees of One Hundred Thousand Dollars (\$100,000.00);
- Plaintiffs’ Counsel’s out-of-pocket litigation costs of [REDACTED] Dollars and Zero Cents (\$ [REDACTED].00); and
- Settlement Administration Costs for the third-party Settlement Administrator of [REDACTED] Dollars and Zero Cents (\$ [REDACTED].00).

The law requires that [REDACTED] Dollars and Zero Cents (\$ [REDACTED].00), or 75% of the [REDACTED] Dollars and Zero Cents (\$ [REDACTED].00) remaining in the Maximum Settlement Amount, be paid to the LWDA. The remaining [REDACTED] Dollars and Zero Cents (\$ [REDACTED].00) (“Aggrieved Employees Payment”) will be paid out to the Aggrieved Employees. No portion of the Maximum Settlement Amount will be returned to Defendant.

5. How much am I receiving?

Each Aggrieved Employee is receiving a *pro rata* share of the Aggrieved Employees Payment based on the number of pay periods the person worked for Defendant as a non-exempt, hourly employee during the Representative Period, defined as the period of time from September 12, 2021, through November 28, 2023. Any pay period in which an Aggrieved Employee worked at least one day was counted as a pay period.

To calculate an Aggrieved Employee’s share of the Aggrieved Employees’ Payment, the Aggrieved Employees’ Payment was divided by the aggregate total number of pay periods of all Aggrieved Employees, resulting in the “Pay Period Value.” Each Aggrieved Employee’s share of the Aggrieved Employees Payment will be calculated by multiplying each individual Aggrieved Employee’s total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your share of the Aggrieved Employees Payment is: \$<<Est.PAGAPaymentAmt>>

Each Aggrieved Employee’s share of the Aggrieved Employees Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each Aggrieved Employee will receive an IRS Form 1099 for his or her share of the Aggrieved Employees Payment, unless his or her share of the Aggrieved Employees Payment is \$600 or less.

The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Aggrieved Employees who did not cash their Settlement checks until such time they claim their property.

6. What claims are being released by the Settlement?

A Judgment has been entered by the Court. Upon the Effective Date of the Judgment, all Aggrieved Employees have released the Released Parties from the Released Claims for the Representative Period, which is defined as the period of time between September 12, 2021, through November 28, 2023.

The Released Claims are defined as all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the operative complaint in the Action or reasonably could have been alleged based on the facts contained in the operative complaint in the Action or LWDA letters, including claims for civil penalties based on the following: (i) failure to pay all regular rate wages, minimum wages, and overtime wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to maintain records in accordance with Labor Code Section 1174; (viii) failure to reimburse necessary expenditures; (ix) failure to provide notice of material terms of employment under Labor Code Section 2810.5; (x) unpaid sick leave; and/or (xi) claims, causes of action or legal theories of relief seeking civil penalties under the California Labor Code Private Attorneys General Act of 2004 plead in the operative complaint and underlying LWDA Exhaustion Letters filed by both Barrientos and Rosas (collectively, the “PAGA Released Claims”). PAGA Released Claims for Aggrieved Employees who worked for Defendant in California during the Representative Period shall have their claims released during the Representative Period.

Aggrieved Employees cannot opt out of or object to the foregoing Release.

Released Parties includes Defendant and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, including but not limited to O’Hagan Meyer, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

If you have questions, you can call the Settlement Administrator at [REDACTED].

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT’S MANAGERS OR
SUPERVISORS ABOUT THIS SETTLEMENT
They will not be able to assist you.