SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM

This Settlement Agreement and Release of the Private Attorneys General Act of 2004 ("PAGA") Claim ("Agreement") is made by and between Plaintiffs Antonio Mercado, Hakob Manoukian, and Shakib Ahmad Ansari (together, "Plaintiffs") on behalf of themselves individually and acting as private attorney generals on behalf of other allegedly Aggrieved Employees (as defined below), and Defendants Envision WC MB Auto, LLC; Envision WC Au Auto, LLC; Envision WC CDJR Auto, LLC; Envision Ce LRJ Auto, LLC; Envision Mps Hon Auto, LLC; Envision Vta Fd Auto, LLC; Envision Roc MB Auto, LLC; Envision Sac MB Auto, LLC; Envision EDH MB Auto, LLC; Envision Dte Fd Auto, LLC; Envision WC Toy Auto, LLC; Envision Nwk Toy Auto, LLC; Envision Mps Toy Auto, LLC; Envision Motors Management, LLC; Envision Motors REH, LLC; Envision Motors Holdings, LLC; Envision Rent-a-Car, LLC; Envision Escondido Auto, LLC; Envision Motors Investments Toy WC, LLC; Envision Motors Investments, LLC; (collectively "Envision Motors Entities"); and individual owners Simon Ayman Sarriedine and Frank Zarabi (collectively with the Envision Motors Entities "Defendants"). (The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINTIONS

1.1. "Action" means Plaintiffs' PAGA lawsuit alleging Labor Code violations for PAGA penalties only against Defendants captioned *Antonio Mercado v. Envision Motors Holdings, LLC, et. al.*, Case No. 23PSCV02903, initiated on September 20, 2023, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means Simpluris, 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 Employees" means all current and former non-exempt employees employed by Defendants for at least one day during the PAGA Period in California at any time between June 3, 2020 to the date the PAGA settlement is approved or the date on which no more than 110,000 PAGA Pay Periods are released, whichever is earlier.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defendants" means named Defendants Envision WC MB Auto, LLC; Envision WC Au Auto, LLC; Envision WC CDJR Auto, LLC; Envision Ce LRJ Auto, LLC; Envision Mps Hon Auto, LLC; Envision Vta Fd Auto, LLC; Envision Roc MB Auto, LLC; Envision Sac MB Auto, LLC; Envision EDH MB Auto, LLC; Envision Dte Fd Auto, LLC; Envision WC Toy Auto, LLC; Envision Nwk Toy Auto, LLC; Envision Mps Toy Auto, LLC; Envision Motors Management, LLC; Envision Motors REH, LLC; Envision Motors Holdings, LLC; Envision Rent-a-Car, LLC; Envision Escondido Auto, LLC; Envision Motors Investments Toy WC, LLC; Envision Motors Investments, LLC; (collectively "Envision Motors Entities"); and individual owners Simon Ayman Sarriedine and Frank Zarabi (collectively with the Envision Motors Entities, the "Defendants").

1.9. "Defense Counsel" means and refers to Gordon Rees Scully Mansukhani, LLP, counsel for Defendants in the Action.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters an order approving the PAGA Settlement and (b) the order is final. The order is final on the day it is entered by the Court.

1.11. "Gross Settlement Amount" means $1,875,000.00 which is the total and maximum amount Envision Motors Entities agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the Representative Enhancement Award, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of twenty-five percent (25%) of the PAGA Penalties, calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Final Order" means the order entered by the Court providing Final Approval of the Settlement.

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

1.15. "LWDA PAGA Payment" means the seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.16. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: the Representative Enhancement

Award, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.17. "PAGA Counsel" means Haig B. Kazandjian Lawyers, APC, the attorneys representing the Plaintiffs in the Action.

1.18. "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.

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one (1) day during the PAGA Period.

1.20. "PAGA Period" means the period from June 3, 2020, to the date the PAGA settlement is approved or until the date that no more than 110,000 PAGA Pay Periods are released, whichever is earlier.

1.21. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code §§ 2698. *et seq.)*.

1.22. "PAGA Notice" means Plaintiff Antonio Mercado's June 27, 2023, letter, Plaintiff Hakob Manoukian's June 3, 2021, letter, subsequently amended twice, first on September 26, 2024, and again on December 12, 2024, and Plaintiff Shakib Ahmad Ansari's January 10, 2023, letter to Defendants and the LWDA pursuant to Labor Code section 2699.3, subd. (a).

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated twenty-five percent (25%) to the Aggrieved Employees and the seventy-five percent (75%) to the LWDA (estimated to be in settlement of PAGA claims.

1.24. "Plaintiffs" means Antonio Mercado, Hakob Manoukian, and Shakib Ahmad Ansari.

1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiffs, Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.

1.27. "Released Parties" means: Defendants and former, present, and future parents, subsidiaries, divisions, affiliates and other related entities, principals, members, managers, directors, officers, executives, employees, agents, advisors, consultants, representatives, administrators, shareholders, partners, trusts, insurers, reinsurers, attorneys, accountants, and benefit plans, and their predecessors, heirs, beneficiaries, executors, successors, and assigns (whether or not acting within the scope of their duties), and all natural persons and other legal entities acting by, through, under, or in concert with any of the foregoing.

1.28 "Representative Enhancement Award" means the amount of money for which Plaintiffs shall make application to the Court for services performed and risk incurred in bringing the Action, in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) for the Plaintiffs (Antonio Mercado, Hakob Manoukian, and Shakib Ahmad Ansari), in the amount of $10,000.00 each, which shall be paid out of the Gross Settlement Amount.

1.29 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1. <u>RECITALS</u>

1.1. On September 20, 2023, Plaintiff Antonio Mercado commenced the Action by filing a complaint alleging a single cause of action for penalties under the PAGA against Defendants Envision Motors Holdings LLC, Von Housen Management, INC., Von Housen's Motors Von Housens Sacramento, INC., Mercedes-Benz of Rocklin, and Mercedes-Benz USA, for alleged violations of the California Labor Code committed against him and the Aggrieved Employees for failure to pay overtime and double time, failure to pay minimum wage, failure to provide rest and meal periods, failure to keep accurate payroll records and provide itemized wage statements, failure to provide basic information at the time of hiring and when employment changes occur, failure to timely pay all wages earned, failure to pay all wages earned upon discharge or resignation, failure to reimburse necessary, business-related expenses, failure to provide notice of paid sick time and accrual, and engagement in other conduct that resulted in violations of the California Labor Code, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226, 226(a), 226.7, 246, 510, 512(a), 558(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2810.5(a)(1)(A)-(C), California Code of Regulations, Title 8, sections 11010, *et seq.*, as well as violations of the applicable IWC Wage Order. The Parties intend to submit a stipulation to file a First Amended Complaint to add Plaintiffs Manoukian, and Ansari as Plaintiffs and to add Defendants Envision WC MB Auto, LLC; Envision WC Au Auto, LLC; Envision WC CDJR Auto, LLC; Envision Ce LRJ Auto, LLC; Envision Mps Hon Auto, LLC; Envision Vta Fd Auto, LLC; Envision Roc MB Auto, LLC; Envision Sac MB Auto, LLC; Envision EDH MB Auto, LLC; Envision Dte Fd Auto, LLC; Envision WC Toy Auto, LLC; Envision Nwk Toy Auto, LLC; Envision Mps Toy Auto, LLC; Envision Motors Management, LLC; Envision Motors REH, LLC; Envision Motors Holdings, LLC; Envision Rent-a-Car, LLC; Envision Escondido Auto, LLC; Envision Motors Investments Toy WC, LLC; Envision Motors Investments, LLC; (collectively "Envision Motors Entities"); and individual owners Simon Ayman Sarriedine and Frank Zarabi (collectively with the Envision Motors Entities, the "Defendants"). The First Amended Complaint will be the operative complaint in the Action once filed (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the cause of action alleged.

1.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

1.3. Defendants deny all the allegations in the Action, including all PAGA representative claims, and further deny they committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

1.4. On August 14, 2024, the Parties participated in an all-day mediation presided over by Gig Kyriacou, however a settlement was not reached during this session. A second mediation was held on February 27, 2025, presided over by Kelly Knight, that led to mediator's proposal which was later accepted by the Parties.

1.5. Prior to mediation, Plaintiffs obtained, through informal discovery, information and documentation concerning the claims set forth in the Action, such as documentation regarding Plaintiffs' employment; information regarding the number of Aggrieved Employees; and the total pay periods worked by the Aggrieved Employees.

1.6. On March 19, 2025 the Parties executed a Memorandum of Understanding in which the Parties agreed that approval of the class action settlement in *Abello v. Envision MPS Toy Auto, dba Envision Toyota of Milpitas,* in the Superior Court of the State of California, County of Santa Clara, Case No. 24CV434333 is not required for approval and/or payment of the settlement in the PAGA Settlement encompassed by this PAGA Settlement Agreement.

2. <u>MONETARY TERMS</u>

2.1. Subject to the Court's approval of this Settlement pursuant to Labor Code section 2699(1)(2), which counsel and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding Settlement of the Action.

2.2. <u>Gross Settlement Amount:</u> Defendants promise to pay $1,875,000.00, and no more, as the Gross Settlement Amount, which includes the maximum amounts of payments Plaintiffs will request the Court to award in Paragraph 3.3 below. Under no circumstances will Defendants pay more than the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

2.3. <u>Payments from the Gross Settlement Amount</u>. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

2.3.1. <u>To PAGA Counsel</u>: A PAGA Counsel Fees Payment of not more than thirty five percent (35%), which is currently estimated to be six hundred fifty-nine thousand seven hundred fifty dollars and zero cents ($656,250.00), plus a PAGA Counsel Litigation Expenses Payment of not more than $40,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file a joint stipulation for approval of settlement, including 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 Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee 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.

2.3.2. To the Administrator: An Administrator Expenses Payment not to exceed $9,906.00, except for a showing of good cause and as approved by the Court. To the extent the Administrators Expense Payment is less or the Court approves payment less than $9,906.00, the Administrator will retain the remainder in the Net Settlement Amount.

2.3.3. To the Plaintiffs: Subject to Court approval, a Representative Enhancement Award not to exceed $30,000.00 for the Plaintiffs (Antonio Mercado, Hakob Manoukian and Shakib Ahmad Ansari), in the amount of $10,000.00 each. Defendants will not oppose a request for Court approval of this payment provided that it does not exceed this amount. Plaintiffs and/or PAGA Counsel will file an application or motion for Representative Enhancement Award. If the Court approves a Representative Enhancement Award less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Representative Enhancement Award using an IRS 1099 Form.

2.3.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $1,138,844.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (approximately $854,133.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (approximately $284,711.00) allocated to the Individual PAGA Payments.

2.3.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (approximately $284,711) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

2.3.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Each Individual PAGA Payment shall be treated as non-wage income and the Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3. SETTLEMENT FUNDING AND PAYMENTS

3.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendants estimate there are three thousand seven hundred ninety-five (3,795) Aggrieved Employees who worked a total 100,000 PAGA Pay Periods in the time period of June 3, 2020, through February 28, 2025.

3.2. Aggrieved Employee Data. Within thirty (30) calendar days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

3.3. Funding of Gross Settlement Amount. Within five (5) business days of the Effective Date, the Administrator shall send Defendants' Counsel electronic wiring instructions to fund the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

3.4. Payments from the Gross Settlement Amount. Within five (5) business days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the Representative Enhancement Award, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

3.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must remail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

4. RELEASES OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and PAGA Counsel will be deemed to have released all Released Parties of any and all claims as follows:

4.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, beneficiaries, devisees, legatees, executors, attorneys (including PAGA Counsel), heirs, trustees, conservators, guardians, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice. However, the Parties agree to carve out Plaintiff Manoukian and Ansari's wrongful termination claims from this otherwise general release, with Plaintiffs Manoukian and Ansari reserving the right to pursue their respective wrongful termination claims, as if this settlement of their individual wage and hour, and individual PAGA claims had not occurred.

Without limiting the generality of the foregoing, Plaintiffs also expressly release any and all claims of any form whatsoever, whether known or unknown, unsuspected or latent, that have been or could have been asserted by Plaintiffs whether directly, indirectly, representatively, derivatively, or in any other capacity, against Released Parties, including but not limited to all claims arising out of or relating to alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith and fair dealing (express or implied); any tort, including any claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, and alleged "off the clock" work under federal and state law, including California Labor Code section 510, overtime and double time pursuant to California Labor Code sections 204 and 558, waiting time penalties pursuant to California Labor Code section 203, paid sick time and accrual pursuant to California Labor Code section 246, penalties pursuant to California Labor Code section

201 and 202, California Labor Code sections 246, 1174(d), 1182.2, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2810.5(a)(1)(A)-(C), California Code of Regulations, Title 8, sections 11010, *et seq.*, damages or penalties pursuant to California Labor Code section 226, meal period and rest break payments pursuant to California Labor Code sections 226.7 and 512, failure to provide itemized wage statements pursuant to California Labor Code section 226, statutory or civil penalties pursuant to California Labor Code sections 210, interest and costs pursuant to California Labor Code section 218.5, statutory or common law rights to attorneys' fees and costs, including those pursuant to California Labor Code section 1194, *et seq.*; claims under the Private Attorneys General Act of 2004, Labor Code section 2699, *et seq.*, and the alleged violation or breach of any other state or federal statute, rule and or regulation; including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action ("Plaintiffs' Release").

Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

4.1.1. <u>Plaintiffs' Waiver of Rights Under California Civil Code Section 1542</u>. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Notwithstanding the provisions of California Civil Code section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiffs and PAGA Counsel expressly acknowledge this Agreement is intended to include in its effect, without limitation, all claims that Plaintiffs know of, as well as all claims that they do not know or suspect to, exist in Plaintiffs' favor against the Released Parties, or any of them, for the time period from the beginning of time to the date of the Final Order and Judgment, and that this Agreement contemplates the extinguishment of any such claims. However, the Parties agree to carve out Plaintiff Manoukian and Ansari's wrongful termination claims from this otherwise general release, with Plaintiffs Manoukian and Ansari reserving the right to pursue their respective wrongful termination claims, as if this settlement of their individual wage and hour, and individual PAGA claims had not occurred.

4.2. <u>Release by Aggrieved Employees</u>: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the alleged violations of the Labor Code and applicable Wage Orders, including Labor Code sections 200, 201, 201.3, 202 203, 204, 204(b), 204.1, 204.2, 204.11, 205, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221- 224,, 225.5, 226, 226(a)-(h), 226.2, , 226.3, 226.7, 245-249, 256, 432, 450, 500, 510, 512, 512(a), 515(a), 516, 552, 553, 558, 558(a), 1174, 1174(d), 1175, 1182.12, 1182.2 1193, 1193.6, 1194, 1194.2, 1195, 1197, 1197.1, 1197.5, 1198, 1198,5, 1199 2753, 2800, 2802, 2804, 2810.5 AB 12, and violations pursuant to Applicable Wage Order (Cal. Code of Regs., tit 8 Section 11000, 11020, 11040, 11050(4)(C), 5(A) and IWC Wage Order 1-2001, 7-2001, 4-2001, 5-2001, 9-2001.);.

4.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors, and assigns the Released Parties from all claims for fees and costs incurred in connection with the Operative Complaint and facts stated in the Operative Complaint and the PAGA Notices and American Arbitration Association, Ref No. 01-23-001-8755.

5. **MOTION OR APPLICATION OF FOR APPROVAL OF SETTLEMENT**. The Parties agree to jointly prepare and file a joint stipulation for approval of this Settlement.

5.1. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the Joint Stipulation for Approval of this Settlement. PAGA Counsel is responsible for delivering the Court's Approval Order and Judgment to the Administrator.

5.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court conditions its approval of this Settlement on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6. **SETTLEMENT ADMINSTRATION**

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

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

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

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

7. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Defendants estimate that, between June 3, 2020 through February 28, 2025, there are three thousand seven hundred ninety-five (3,795) Aggrieved Employees who worked a total 100,000 Pay Periods. The PAGA Release Period, defined herein above begins June 3, 2020 and extends through the date of approval of this settlement or to date that no more than 110,000 PAGA Pay Periods are released, whichever is earlier. In the event the actual number of Aggrieved Employee Pay Periods during the PAGA period is more than ten-percent higher than this estimated amount (*i.e.*, more than 111,000) through the date of court approval of the Settlement, then the Gross Settlement Amount shall increase on a proportional basis equal to the percentage increase in the number of Pay Periods exceeding 10% (e.g., if the excess is 15% (from 100,000 to 115,000), the Gross Settlement Amount shall increase by 5%. In order to account for any unanticipated delay in Approval, if the actual number of pay periods increases by more than 10% as of the date of Approval, then Defendants in their sole discretion will either increase the settlement amount proportionately or exercise their right to adjust the ending date of the Covered Pay Periods so that no more than 110,000 Covered Pay periods are released.

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Final Order, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing this Agreement and/or Final Order, (ii) addressing settlement administration matters, and (iii) addressing such post-Final Order matters as permitted by law. The Parties agree that the Action may be dismissed 180 days following entry of the Final Order if all terms of the Settlement have been satisfied.

8.1. Waiver of Right to Appeal. Provided the Final Order is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Final Order, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an Aggrieved Employee or another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

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9. ADDITIONAL PROVISIONS

9.1. Voiding the Agreement: The Agreement shall be voidable and unenforceable as to all Parties herein at the option of either Party if (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, (b) the Court should for any reason fail to enter a judgment, or (c) the approval of the Settlement and judgment is reversed, modified, or declared or rendered void. In that event, neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Settlement to facilitate approval.

9.2. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Settlement and Agreement). This Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Agreement.

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

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

9.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

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

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

9.10. Enforcement Actions: This Agreement is binding and enforceable under California Code of Civil Procedure section 664.6. Except as otherwise provided in this Agreement, in the event that one or more of the Parties to this Agreement institutes any action or proceeding in this case under California Code of Civil Procedure section 664.6 or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.

9.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

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

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

9.14. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement 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. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

9.15. 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.

9.16. 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.

9.17. Waiver: The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

9.18. 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 Plaintiffs:
Haig B. Kazandjian, Esq.
haig@hbklawyers.com;
Cathy Gonzalez, Esq.
cathy@hbklawyers.com;
HAIG B. KAZANDJIAN LAWYERS, APC
801 North Brand Blvd., Suite 1015
Glendale, CA 91203
Telephone: (818) 696-2306
Facsimile: (818) 696-2307

To Defendants:
Dina Glucksman, Esq.
Dglucksman@grsm.com

demeppen@grsm.com
Matthew T. Theriault, Esq.
mtheriault@grsm.com
Daniela Theriault, Esq.
Dtheriault@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP

633 West Fifth Street, 52nd floor
Los Angeles, CA 90071
Telephone: (213) 929-2401
Facsimile: (213) 680-4470

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

9.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, the date to bring a case to trial pursuant to California Code of Civil Procedure section shall be stayed for the entire period of this settlement process.

Dated: 04 / 25 / 2025 By: ______________________
ANTONIO MERCADO

Dated: 04 / 24 / 2025 By: ______________________
HAKOB MANOUKIAN

Dated: 4/27/2025 By: ______________________
Signed by:
191241CE68674D7...
SHAKIB AHMAD ANSARI

HAIG B. KAZANDJIAN LAWYERS APC

Dated: May 13, 2025 By: ______________________
Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Attorneys for Plaintiffs

DATED: 4/17/25

Envision WC MB Auto, LLC

By: Signed by: 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision WC Au Auto, LLC

By: Signed by: 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision WC CDJR Auto, LLC

By: Signed by: 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision Ce LRJ Auto, LLC

By: Signed by: 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision Mps Hon Auto, LLC

By: Signed by: 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision Vta Fd Auto, LLC

By: Signed by: [signature] 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision Roc MB Auto, LLC

By: Signed by: [signature] 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision Sac MB Auto, LLC

By: Signed by: [signature] 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision EDH MB Auto, LLC

By: Signed by: [signature] 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision Dte Fd Auto, LLC

By: Signed by: [signature] 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision WC Toy Auto, LLC

By:
Signed by:
29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision Nwk Toy Auto, LLC

By: Andrew Baeza
Signed by:
29C55E5FA7524D4...

Title & Name: VP

DATED: 4/17/25

Envision Mps Toy Auto, LLC

By:
Signed by:
29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision Motors Management, LLC

By: Andrew Baeza
Signed by:
29C55E5FA7524D4...

Title & Name: VP

DATED: 4/17/25

Envision Motors REH, LLC

By:
Signed by:
29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision Motors Holdings, LLC

By: Signed by: 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision Rent-a-Car, LLC

By: Signed by: 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision Escondido Auto, LLC

By: Signed by: 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision Motors Investments Toy WC, LLC

By: Signed by: 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/25

Envision Motors Investments, LLC

By: Signed by: 29C55E5FA7524D4...

Title & Name: VP Andrew Baeza

DATED: 4/17/2025

Simon Ayman Sarriedine

By: DocuSigned by: Ayman Sarriedine 722FFB6E3AA249A...

Title & Name: CEO Ayman Sarriedine

DATED: 4/17/2025

Frank Zarabi

By: DocuSigned by: Frank Zarabi DF9D0C566C744FB...

Title & Name: COB Frank Zarabi

DATED: 4/18/25

GORDON REES SCULLY MANSUKHANI, LLP

By: M. Theriault

Debra Ellwood Meppen, Esq.
Matthew T. Theriault, Esq.
Daniela Theriault, Esq.
Attorneys for Defendants

Signature: Matthew Theriault
Matthew Theriault (Apr 18, 2025 16:35 PDT)

Email: mtheriault@grsm.com