

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby, Esq. [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

RICARDO GALLARDO, individually, on
a representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

CLASSIC COLLISION CORPORATE
SERVICES, INC., a Georgia Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2303068
*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing

Date: August 14, 2025

Time: 8:30 a.m.

Dept.: 1

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment law department and am a partner with the law firm of Lauby, Mankin & Lauby LLP, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

1 **COUNSEL’S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since
3 2001. I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 23 years in practice. Over the last 18 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled well over 300 class action and
10 representative action wage/hour cases, and have been appointed by the court as class counsel and
11 have received final court approval and judgment in over half of those actions to date, and
12 anticipate receiving final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered in excess of \$250
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). My team and I once held the record for the largest known PAGA-only
17 case in California’s history - a \$12.5 million-dollar court approved settlement, which followed
18 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
19 50 company (*Garcia v. Macy’s*, Los Angeles Superior Court).

20 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
21 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court
22 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against
23 Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million.
24 Both cases were appealed.

25 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
26 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
27 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I
28 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of all current and former nonexempt (hourly paid) employees employed by Defendant in California at any time during the Class Period (which is June 14, 2019, through March 21, 2025).

8. The Gross Settlement Amount is \$1,400,000 and, as set forth in the in the Declaration of Taylor Mitzner on behalf of the Settlement Administrator, Phoenix Settlement Administrators, the Net Settlement Amount is \$787,882.86, as detailed here:

<i>Gross Settlement Amount</i>	\$ 1,400,000.00
Attorneys' Fees (1/3)	\$ 466,666.67
Litigation Costs	\$ 20,450.47
Administrator Costs	\$ 10,000.00
PAGA Penalties	\$ 100,000.00
Class Representative Service Award	\$ 5,000.00
<i>Net Settlement Amount</i>	\$ 787,882.86

9. The process of mailing the Notice Packets, consisting of a Class Notice, Objection Form, Dispute Form and Exclusion Form, was completely successful, as 100% of the Notice Packets were successfully delivered by the Settlement Administrator.

10. The response from the Class Members was overwhelmingly positive, with zero objections and only one opt-out, meaning 99.85% of the Class participated in the Settlement.

11. As discussed at length in Plaintiff's motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is very favorable to the Class and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by an experienced wage and hour mediator, the extensive exchange of informal discovery, the experience of Class Counsel, the fact that all Class Members elected to participate (and no objections were submitted), the presumption of fairness is justified.

13. I believe that the settlement is fair, reasonable, adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and possible

1 appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations
2 submitted in support thereof, Defendant vigorously challenged Plaintiff's claims, and Plaintiff
3 faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter.
4 Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and
5 that it is desirable that the action be fully and finally settled in the manner and upon the terms
6 and conditions set forth in the Settlement Agreement in order to limit further expense,
7 inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit
8 the operation of Defendant's business without further expensive litigation and the distraction and
9 diversion of its personnel with respect to matters at issue. All parties took into account the
10 uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The
11 parties determined that it is desirable and beneficial to both the Class and Defendant that this
12 case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The
13 recoveries contemplated by the Settlement represent a good result for the Class, fairly
14 proportioned to the likely risk-adjusted recovery in litigation.

15 **ADEQUACY OF COUNSEL AND**
16 **REASONABLENESS OF REQUEST FEE AND COST AWARDS**

17 14. As set forth above, I have handled well over 300 class and representative actions.
18 I have been appointed as class counsel and have successfully resolved approximately half of
19 those cases (while many are ongoing and will successfully resolve in the future) while recovering
20 hundreds of millions of dollars for my clients and Class Members. This is substantially better
21 than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class
22 Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which
23 found that only one-third of class actions are successful, compared to two-thirds that are defeated
24 and result in no payment to the class members.¹

25 15. When this case was taken on a contingency fee basis, with my firm agreeing to
26 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
27

28

¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

1 course of this litigation, Class Counsel paid all costs including filing fees, court costs, research
2 fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

3 16. It has been my experience that the benchmark for attorney fee awards in
4 California state cases is one-third of a common settlement fund, which the CA Supreme Court
5 upheld in the *Laffitte v. Robert Half*, 1 Cal.5th 480 case. Here, in accordance with the Settlement
6 Agreement, Class Counsel is seeking a fee of one-third of the Settlement Amount.

7 17. There are several additional factors why I believe that the Court should award
8 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
9 resulted in a very good result for the Class, especially in light of the disputed nature of the claims
10 alleged. This result was achieved by the work and success of my office, who negotiated the
11 settlement after extensive preparation, investigation, mediation, and substantial work thereafter.

12 18. Second, Plaintiff faced significant risks going forward with the litigation. As
13 discussed in the motion for preliminary approval, Defendant raised various defenses throughout
14 this litigation, any one of which, if successful, could have decimated Plaintiff's case. And
15 Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues
16 going forward with this litigation, and it would have taken several more years to realize any
17 recovery in this action along with the possibility of post-trial appeals.

18 19. Third, Class Counsel are experienced class action litigators. This experience and
19 expertise, combined with the high quality of work performed in this case, resulted in the
20 settlement achieved in this case.

21 20. Fourth, Class Counsel has been representing Plaintiff strictly on a contingency fee
22 basis. To that end, we have incurred the risk of non-recovery after investing a substantial
23 amount of time, money, and resources, and have done so since the inception of this case without
24 any payment or compensation. If Plaintiff had lost this case, we would have recovered nothing,
25 and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a
26 small firm. While some cases result in a positive lodestar and some in a negative lodestar like
27 this case, if, despite these hardships and risks, the best my office could hope for is merely to be
28 paid our hourly rate, then Class Counsel would not be compensated for the hardships and serious

1 risks we face when litigating contingency fee cases, and would not be incentivized to take on
2 similar cases in the future. Indeed, not all class/PAGA cases are successful. Many cases end
3 with no fees or a greatly reduced fee that is far less than lodestar like this one, often due to no
4 fault of counsel (*i.e.*, bankruptcy, change in the law, consolidation- coordination-preemption,
5 being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third
6 of class actions are successful, compared to two-thirds that are defeated and result in no payment
7 to the class members.

8 21. Fifth, the request for attorney's fees in the amount of one-third of the common
9 fund falls well within the norms accepted by state and federal courts in California in comparable
10 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee
11 recovery under the common fund doctrine was approved by the California Supreme Court in
12 *Laffitte, supra*, 1 Cal.5th 480, 503.

13 22. For these reasons, a common fund fee award here in the amount of one-third of
14 the common fund created by Plaintiff and Class Counsel is fair and reasonable, especially where
15 the actual lodestar for my firm far surpasses the amount requested (as discussed below).

16 23. At my office, this case was handled by Misty Lauby while I performed the role of
17 the supervising attorney. Ms. Lauby's experience is set forth in her declarations, but in sum, she
18 works exclusively with me on employment law matters and has been in practice for 16 years, and
19 bills at the hourly rate of \$650/hour. I have been in practice for over 23 years, with most of those
20 years handling complex litigation and for over the last 18 years, my practice has almost entirely
21 consisted of handling class action wage and hour matters. My billing rate is \$950/hour.

22 24. I believe these rates are comparable to those of other attorneys with equal or
23 similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at www.laffeymatrix.com
24 indicates that the benchmark rates are: \$878/hour for a 11–19-year attorney and \$1,057/hour for
25 a 20+ year attorney).

26 25. The reasonableness of these rates is reinforced by facts showing that local
27 attorneys in Los Angeles engaged in complex litigation bill at rates far higher than my office –
28 and far higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles

1 Department of Water and Power is paying outside counsel at minimum rates of \$1,800 for
2 partners, \$1,180 per hour for associates with 7 years of experience or more, and LADWP even
3 pays first year associates \$745 per hour. See <https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits>.
4

5 26. Moreover, the Wolters Kluwer 2023 Real Rate Report (“Real Rate Report”) provides directly applicable information in this regard. The Real Rate Report is based on an
6 enormous and statistically significant compilation of data, comprising millions billing entries
7 from a hundred thousand individual timekeepers who worked at thousands of law firms. The
8 Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners
9 and associates in major metropolitan areas. For the southern California area: (a) the rate for
10 partners in Los Angeles is between \$840 and \$1,159 per hour for the middle and upper quartiles,
11 and (b) the rates for associates with seven or more years of experience, the median rate is \$674
12 per hour, and the upper quartile rate is \$888 per hour. And, perhaps most importantly, the
13 information provided in the Real Rate Report is not based on self-reported numbers, surveys,
14 sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual
15 hours and fees billed by law firms, which makes it “a much better reflection of true market rates
16 than self-reported rates in all practice areas.” *Brown v. CVS Pharmacy, Inc.* (C.D. Cal. Apr. 24,
17 2017) 2017 U.S. Dist. LEXIS 182309, at *21.
18

19 27. Here, the combined lodestar for my firm totals \$242,845. This includes Ms.
20 Lauby’s 157.3 hours that she billed on this matter (as set forth in her declaration) plus my 148
21 hours (including 113 hours I have billed on the case plus an estimated 35 future hours I will bill
22 in finalizing and filing the motion, preparing for and attending the approval hearing, and working
23 with the administrator and defense counsel to issue checks, respond to class members and
24 finalize this matter). Thus, our total lodestar reflects a modest lodestar multiplier of 1.92. Thus,
25 the requested fee is warranted and appropriate because of the results achieved for the Class
26 Members, both in terms of the immediate cash settlement, as well as the fact that the Class
27 Members resoundingly supported the Settlement. Defendant does not oppose this fee request.
28

1 28. In the course of prosecuting this action, my office has incurred expenses
2 necessary to the effective representation of the Class. These expenses included but were not
3 limited to: court filings, copying and management of documents, messenger services, postage,
4 fax transmission expenses, transportation, mediation fees, expert fees, and other incidental
5 expenses directly related to this action. My firm's expenses through the final approval hearing
6 are estimated to be \$20,450.47, which includes filing this motion, process/server costs, and
7 service expenses (see the itemized statement of these costs attached hereto as Exhibit C). Since
8 the Settlement Agreement provided for capped costs up to \$25,000, the savings will be placed in
9 the Net Settlement Amount and distributed to the Participating Class Members. Defendant does
10 not oppose this request for costs.

11 **REASONABLENESS OF REQUESTED SERVICE AWARD**

12 29. I also believe that the service award of \$10,000 to Class Representative Ricardo
13 Gallardo is fair and warranted, plus \$5,000 as a release payment in exchange for Plaintiff
14 agreeing to foregoing his individual claims. He came forward and worked directly with my
15 office in analyzing the claims and documents, providing valuable information. (See his
16 declaration for supporting information.) Indeed, his participation was an essential element of
17 Defendant's desire to mediate and of the pre- and post-mediation analysis that allowed Class
18 Counsel to settle the case. Of course, Plaintiff also took on various risks, including the risk that
19 he could have been ordered to pay Defendant's costs if he lost and the risk of retaliation and
20 being black-balled in the industry. Defendant does not oppose the requested service awards.

21 **SUBMISSION TO THE LWDA**

22 30. The Motion and declarations, including the Settlement Agreement, have
23 concurrently been submitted to the LWDA. (*See* Exhibit D hereto).

24 **EXHIBITS AND CONCLUSION**

25 31. A true and correct copy of the Class Action and PAGA Settlement Agreement
26 and Release of Claims (the "Settlement Agreement") is attached hereto as **Exhibit A**.

27 32. A true and correct copy of the Order granting preliminary approval is attached
28 hereto as **Exhibit B**.

33. A true and correct copy of an itemized statement of my firm's litigation costs is attached hereto as **Exhibit C**.

34. A true and correct copy of the LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as **Exhibit D**.

35. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys' fees, costs, and enhancements.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 23, 2025, at Riverside, California.

By: Brian J. Mankin
Brian J. Mankin, Esq.

EXHIBIT “A”

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby, Esq. [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY, LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 || Fax: (951) 320-1445

Attorneys for Plaintiff, on behalf of all others similarly situated

Hazel U. Poui, Esq. [CSB 214928]
hazel.poui@jacksonlewis.com
Kelli M. Dreger, Esq. [CSB 267404]
kelli.dreger@jacksonlewis.com
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Tel: (949) 885-1360 | Fax: (949) 885-1380

Martin P. Vigodnier, Esq. [CSB 311834]
martin.vigodnier@jacksonlewis.com
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, CA 90017
Tel: (213) 689-0404 | Fax: (213) 689-0430

Attorneys for Defendant, Classic Collision, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

RICARDO GALLARDO, individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiff,

vs.

CLASSIC COLLISION CORPORATE
SERVICES, INC., a Georgia Corporation; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2303068

*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

1 This Class Action and PAGA Settlement Agreement and Release of Claims is entered into
2 by and between Plaintiff Ricardo Gallardo, individually and on behalf of all others similarly
3 situated, and on behalf of the State of California, and Defendant Classic Collision, LLC, and is
4 approved by their respective counsel of record, subject to the terms and conditions hereof and the
5 Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Gallardo v. Classic*
8 *Collision, LLC*, that was commenced in the Riverside County Superior Court on June 14, 2023,
9 and designated as Case No. CVRI2303068.

10 2. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class
11 Action and PAGA Settlement Agreement.

12 3. "Class" is defined all current and former nonexempt (hourly paid) employees
13 employed by Defendant in California at any time during the Class Period.

14 4. "Class Member(s)" refers to individual member(s) of the Class.

15 5. "Class Counsel" refers to Brian Mankin and Misty Lauby of Lauby, Mankin &
16 Lauby LLP.

17 6. "Class Data" means a complete list that Defendant will diligently and in good faith
18 compile from their records and provide to the Settlement Administrator on an Excel format
19 spreadsheet which shall include, for each Class Member: the individual's full name; last known
20 address; Social Security Number; total Workweeks worked during the Class Period; and total pay
21 periods worked during the PAGA Period.

22 7. "Class Period" is defined as any time during the period of June 14, 2019, through
23 the Preliminary Approval Date or, alternatively, the New Class Period End Date, as defined below.

24 8. "Complaint" refers to the operative First Amended Complaint that was filed on
25 about September 20, 2023, which pleads class action and PAGA representative claims.

26 9. "Court" means the California Superior Court, County of Riverside.

27 10. "Defendant" means and refers to Defendant Classic Collision, LLC, erroneously
28 sued as Classic Collision Corporate Services, Inc.

1 11. “Defendant’s Counsel” or “Defense Counsel” means and refers to Hazel U. Poei,
2 Kelli M. Dreger, and Martin P. Vigodnier of Jackson Lewis P.C.

3 12. “Effective Date” shall mean the date when all of the following events have
4 occurred: (a) the Settlement Agreement has been executed by all Parties, Class Counsel, and
5 Defendant’s Counsel; (b) the Court has granted Preliminary Approval of the Settlement
6 Agreement; (c) the Notice Packet has been mailed to the Class, providing them with an opportunity
7 to object to the terms of this Settlement Agreement or opt out of the settlement; (d) the Court has
8 held a formal fairness hearing and entered Final Approval and Judgment certifying the Class, and
9 approving the Settlement Agreement, including the PAGA Settlement; and (e) (i) if no Class
10 Member timely and properly intervenes or files a motion to vacate the Judgment under Code of
11 Civil Procedure § 663, then the date the Court enters an order granting Final Approval; (ii) if a
12 Class Member intervenes or files a motion to vacate the Judgment, then sixty-one (61) calendar
13 days following the date the Court enters an order granting Final Approval, assuming no appeal is
14 filed; or (iii) if a Class Member timely and properly intervenes or files a motion to vacate the
15 Judgment under Code of Civil Procedure § 663 or initiates another collateral attack, and if a timely
16 appeal is filed, then the date of final resolution of that appeal or other collateral attack (including
17 any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the
18 Settlement.

19 13. “Escalator Clause”: Defendant represents that there are approximately 714 Class
20 Members who worked approximately 70,000 Workweeks during the Class Period. If the number
21 of Workweeks worked by all Class Members as of the Preliminary Approval Date exceeds 77,000
22 Workweeks (*i.e.*, 70,000 Workweeks + 10%), then Defendant, at its sole discretion, shall either (a)
23 increase the Gross Settlement Amount by Twenty Dollars and Zero Cents (\$20.00) for each
24 additional Workweek over 77,000 Workweeks; or (b) elect to shorten the Class Period and PAGA
25 Period as of the date the total Workweeks worked by Class Members during the Class Period does
26 not exceed ten percent (10%) of the 70,000 estimate (*i.e.*, so that the total Workweeks is at or
27 below 77,000) (the “New Class Period End Date”). In no event shall the New Class Period End
28 Date be earlier than the mediation date of October 18, 2024. The Escalator Clause will not be

1 triggered if Defendant elects to shorten the Class Period and PAGA Period and the total number
2 of Workweeks worked by Class Members during the Class Period does not exceed 77,000.

3 14. “Final Approval” or “Final Approval Order” refers to the order of the Court
4 granting final approval of this Settlement Agreement and entering a judgment approving this
5 Agreement on substantially the terms provided herein or as may be modified by subsequent
6 agreement of the Parties. It is the intent of the Parties that the Final Approval Order shall have full
7 equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

8 15. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
9 Approval of the Settlement.

10 16. “Final Judgement” means the Judgment entered by the Court upon granting Final
11 Approval of the Settlement.

12 17. “Individual Class Payment” refers to each Participating Class Member’s share of
13 the Net Settlement Amount, as further discussed in Paragraph 57(c) below.

14 18. “Individual PAGA Payment” refers to each PAGA Employee’s share of the PAGA
15 Payments, as further discussed in Paragraph 57(c) below.

16 19. “LWDA” refers to the California Labor and Workforce Development Agency.

17 20. “LWDA Notice Letter” refers to Plaintiff’s January 25, 2024 written notice to the
18 LWDA, and delivered by certified mail to Defendant, asserting the provisions of the California
19 Labor Code alleged to have been violated, including the facts and theories to support the alleged
20 violations.

21 21. “Net Settlement Amount” is defined as the Gross Settlement Amount less the
22 Attorneys’ Fees and Costs Award, the Service Payment to Plaintiff as awarded by the Court, the
23 Settlement Administration Costs, and PAGA Payments, as further discussed in Paragraph 57(b)
24 below.

25 22. “Non-Participating Class Member” means any Class Member who opts out of the
26 Class Settlement by sending the Settlement Administrator a valid and timely Request for
27 Exclusion.
28

1 23. “Notice” or “Class Notice” means the notice of proposed settlement that will be
2 sent to Class Members, and which will advise each Class Member of the settlement, the estimated
3 Individual Class and PAGA Payments, and the Final Approval Hearing date.

4 24. “Notice Packet” means the Notice, Request for Exclusion Form, the Objection
5 Form, and the Dispute Form to be sent to all Class Members.

6 25. “Objecting Class Member” means a Class Member, other than Plaintiff, who
7 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 79(c)
8 below.

9 26. “PAGA” refers to the California Labor Code Private Attorneys General Act of 2004
10 (Cal. Lab. Code §§ 2698, *et seq.*).

11 27. “PAGA Employee(s)” means all current and former nonexempt (hourly paid)
12 employees employed by Defendant in California at any time during the PAGA Period. The Parties
13 agree that there is no statutory right for any PAGA Employee to opt out or otherwise exclude
14 himself or herself from the PAGA Settlement and the associated release of claims and rights under
15 PAGA.

16 28. “PAGA Payment” means the amount that the Parties have agreed to be paid from
17 the Gross Settlement Amount in connection with the settlement and satisfaction of Plaintiff’s
18 claims against Defendant under PAGA, of which seventy-five percent (75%) shall be paid to the
19 to the LWDA (“LWDA Payment”) and twenty-five percent (25%) shall be paid to PAGA
20 Employees according to Pay Periods PAGA Employees worked during the PAGA Period
21 (“Individual PAGA Payments”).

22 29. “PAGA Period” is deemed to be any time during the period of June 14, 2022,
23 through the Preliminary Approval Date or, alternatively, the New Class Period End Date, as
24 defined below.

25 30. “PAGA Settlement” means the settlement and release of Released PAGA Claims
26 by PAGA Employees, as defined below.

27 31. “Participating Class Member” means any and all Class Members who are deemed
28 to participate and receive an Individual Class Payment and do not opt-out of the Class Settlement

1 by submitting timely valid Requests for Exclusion.

2 32. “Parties” mean Plaintiff and Defendant, collectively.

3 33. “Plaintiff” or “Class Representative” means and refers to Plaintiff Ricardo
4 Gallardo.

5 34. “Preliminary Approval Date” means the date the Court approves the Settlement
6 Agreement and enters the Preliminary Approval Order.

7 35. “Preliminary Approval” or “Preliminary Approval Order” means the judicial Order
8 to be entered by the Court, upon the application or motion of the Plaintiff, preliminarily approving
9 this Settlement and providing for the issuance of the Notice Packet to the Class, an opportunity to
10 opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting
11 a final approval hearing on the fairness of the terms of Settlement, including approval of attorneys’
12 fees and costs. Provided that the motion is consistent with the terms herein, Defendant will not
13 object to Plaintiff’s motion for preliminary approval but will be provided with an opportunity to
14 review and comment upon the motion before it is filed, as discussed in detail in Section J below.

15 36. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator
16 for the benefit of the Participating Class Members and PAGA Employees, and from which the
17 settlement payments shall be made.

18 37. “Released Claims” means the claims being released in the Settlement, which
19 includes the Released Class Claims, Released Individual Claims, and Released PAGA Claims, as
20 described in Paragraphs 38, 39, and 40, respectively, below.

21 38. “Released Class Claims” or “Class Released Claims” means the claims being
22 released in the Class Settlement by the Participating Class Members upon Final Approval of the
23 Settlement, which includes all claims stated in the Complaint and those based solely upon the facts
24 in the Complaint, including, but not limited to: (1) failure to pay minimum and overtime wages
25 (including, but not limited to, sick pay, meal/rest period premium pay, and accrued vacation pay),
26 (2) failure to provide meal periods or to pay premium wages for missed meal periods, (3) failure to
27 provide rest breaks or to pay premium wages for missed rest periods, (4) failure to reimburse
28 business expenses, (5) failure to timely pay final wages, (6) failure to provide accurate itemized

wage statements, and (7) violation of Business and Professions Code §§ 17200 et seq.; as well as claims under state, federal or local law, whether statutory, common law or administrative law, arising under California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 227.3, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, and 2802, California Industrial Welfare Commission Wage Orders, the California Code of Regulations, and including, but not limited to, claims for injunctive relief, penalties of any nature, damages, restitution, losses, disgorgement, liquidated damages, interest, attorneys' fees, fees, fines, debts, obligations, costs, and expenses. The time period governing the Released Class Claims shall be any time during the Class Period.

39. "Released Individual Claims" or "Plaintiff's Released Claims" means the general release of claims by Plaintiff as the Class Representative, as described in Section F below.

40. "Released PAGA Claims" means any and all PAGA Claims against the Released Parties based on the facts and violations identified in Plaintiff's LWDA Notice Letter and only to the extent that they are alleged in the LWDA Notice Letter and Complaint, including any and all PAGA Claims for civil penalties that could have been sought by the California Labor Commissioner against Released Parties for the violations identified in Plaintiff's LWDA Notice Letter, and any and all PAGA Claims seeking civil penalties premised upon: (1) failure to pay minimum and overtime wages (including sick pay, meal/rest period premium pay, and accrued vacation pay), (2) failure to provide meal periods or to pay premium wages for missed meal periods, (3) failure to provide rest breaks or to pay premium wages for missed rest periods, (4) failure to reimburse business expenses, (5) failure to timely pay final wages, (6) failure to provide accurate itemized wage statements, which were premised upon alleged violations of California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 227.3, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, and 2802, including California Industrial Commission Wage Orders, the California Code of Regulations and other related claims based on the facts and allegations pled in the operative Complaint during the PAGA Period. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

1 41. “Released Parties” means Defendant and all its present and former officers,
2 directors, employees, agents, ~~attorneys, and Defense Counsel of record in the Action. Released~~
3 ~~Parties also includes any individual or entity which could be liable for any of the Released Claims,~~
4 including ~~but is not limited to,~~ Pride Collision Centers, Inc. and Ultimate Auto Glass and
5 Electronics, LLC.

BJM


6 42. “Response Deadline” is 45 calendar days from the date the Notice is mailed to the
7 Class Members by the Settlement Administrator and shall be the last date on which Class Members
8 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his, her, or their Objection
9 to the Settlement. Class Members to whom Notice Packets are resent after having been returned
10 undeliverable to the Settlement Administrator shall have an additional fourteen (14) days beyond
11 the Response Deadline expiration date.

12 43. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 79(a)
13 below.

14 44. “Settlement Amount” or “Gross Settlement Amount” is One Million Four Hundred
15 Thousand Dollars and Zero Cents (\$1,400,000.00), subject to Defendant’s sole discretion to
16 exercise the Escalator Clause and exclusive of Defendant’s obligation to fund its share of payroll
17 taxes owed on Individual Class Payments, as further discussed in Paragraph 57(c) below.

18 45. “Service Payment” means the amount approved by the Court to be paid to Plaintiff
19 in addition to his Individual Settlement Payment as a Participating Class Member and Individual
20 PAGA Payment as a PAGA Employee.

21 46. “Settlement” means the disposition of the Action effected by this Agreement and
22 the Judgment.

23 47. “Settlement Administrator” means and refers to Phoenix Settlement
24 Administrators, the neutral, third-party class action settlement administrator agreed to by the
25 Parties, that will provide the Notice Packet to the Class Members, distribute the payments to Class
26 Members and PAGA Employees, and perform other duties as described in this Agreement.

27 48. “Settlement Administration Costs” or “Settlement Administration Fees” means the
28 costs payable from the Gross Settlement Amount to the Settlement Administrator for administering

1 this Settlement, including, but not limited to, printing, distributing, and tracking documents for
2 this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes,
3 unclaimed property due diligence, reporting and remittance obligations, distributing the Gross
4 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties.
5 The Settlement Administration Costs shall be paid from the Gross Settlement Amount and shall
6 not exceed the amount approved by the Court, regardless of any additional costs that the Settlement
7 Administrator may request or feel is necessary to administer the Settlement.

8 49. “Workweeks” means any and all weeks during the Class Period during which a
9 Class Member performed work for Defendant in California for at least one day.

10 **B. General Terms**

11 50. On June 14, 2023, Plaintiff filed the instant class action, alleging that Defendant
12 violated various sections of the Labor Code. On the same day, Plaintiff gave written notice of the
13 PAGA claims by submitting the LWDA Notice Letter via online filing to the LWDA and by
14 certified mail to Defendant of the specific provisions of the Labor Code alleged to have been
15 violated, including the facts and theories to support the alleged violations. Then, on September 20,
16 2024, Plaintiff filed the operative First Amended Complaint, adding causes of action under PAGA.

17 51. Defendant denies all of Plaintiff’s claims and allegations and contends that the
18 Action is not suitable for class certification, and further denies that Plaintiff’s claims are suitable
19 for class or representative treatment.

20 52. Plaintiff believes he can proceed with the representative and class claims, that the
21 Action is meritorious, and that class certification is appropriate.

22 53. The Parties have conducted a thorough investigation into the facts of the Action.
23 This includes conducting an extensive exchange of informal discovery prior to mediation. Class
24 Counsel is both knowledgeable about and has done extensive research with respect to the
25 applicable law and potential defenses to the claims of the Class. Class Counsel has diligently
26 pursued an investigation of the Class Members’ claims against Defendant. Based on the foregoing
27 data and on their own independent investigation and evaluation, Class Counsel is of the opinion
28 that the Settlement with Defendant for the consideration and on the terms set forth in this

1 Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
2 Members in light of all known facts and circumstances, including the risk of significant delay and
3 uncertainty associated with litigation, various defenses asserted by Defendant, and numerous
4 potential appellate issues.

5 54. On October 18, 2024, the Parties attended a mediation session with Kelly Knight,
6 Esq., a well-respected wage-and-hour class and PAGA mediator. At the conclusion of mediation,
7 and after extensive arms-length negotiations, the mediator issued a mediator's proposal which was
8 mutually accepted by the Parties.

9 55. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts
10 to be performed or judgment to be entered pursuant to the terms of the Settlement and Agreement,
11 shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or
12 law or liability on the claims or allegations in the Action.

13 56. Stipulation for Class Certification. For settlement purposes only, Defendant
14 stipulates that the Class Members described herein who do not Request Exclusion from the Class
15 may be conditionally certified as a Class. This stipulation to certification is in no way an admission
16 that class action certification is proper and shall not be admissible in this action except for the sole
17 purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final
18 Approval, the Parties' stipulation to class certification as part of the Settlement shall become null
19 and void ab initio and shall have no bearing on, and shall not be admissible in this Action in
20 connection with, the issue of whether certification would be appropriate in a non-settlement
21 context. Defendant expressly reserves its rights and declares that it would continue to oppose class
22 certification and the substantive merits of the case should the Court fail to issue Final Approval.
23 Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification
24 and a trial should the Court fail to issue Final Approval. The Parties agree that, in the event the
25 Settlement is not approved by the Court, or if the Settlement is terminated by either Party under
26 the provisions of this Agreement, either or both Parties will request or may request, respectively,
27 that the Court reopen proceedings within thirty (30) calendar days.

28 ///

1 **C. Terms of Settlement**

2 57. The financial terms of the Settlement are as follows:

3 (a) Gross Settlement Amount: The Parties agree to settle this Action for the
4 Gross Settlement Amount, subject to Defendant's sole discretion to exercise the Escalator Clause
5 and Defendant's obligation to separately pay its share of employer-side payroll taxes owed on the
6 wage portion of Individual Class Payments, which is the maximum amount that will be paid by
7 Defendant, and this includes payments to the Participating Class Members, PAGA Payments (to
8 the PAGA Employees and LWDA), Attorneys' Fees and Costs Award, the Service Payment to
9 Plaintiff, and Settlement Administration Costs.

10 (b) Net Settlement Amount: The Net Settlement Amount is the amount payable
11 to the Participating Class Members. If the Court reduces the Attorneys' Fees and Costs Award,
12 Service Payment, or Settlement Administrator Costs, or either increases or decreases the amount
13 allocated to the PAGA Payments, the difference shall be placed in the Net Settlement Amount and
14 allocated to the Participating Class Members.

15 (c) Calculation of Individual Class Payments: Individual Class Payments for
16 the Class will be calculated and apportioned from the Net Settlement Amount based on the number
17 of Workweeks by a Class Member during the Class Period. Each specific Individual Class
18 Payment will be calculated by: (a) dividing the Net Settlement Amount by the total number of
19 Workweeks by all Participating Class Members during the Class Period, and (b) multiplying the
20 result by each Participating Class Members' Workweeks. The entire Net Settlement Amount will
21 be disbursed to all Participating Class Members. If there are any valid and timely Requests for
22 Exclusion, the Settlement Administrator shall proportionally increase the Individual Class
23 Payment for each Participating Class Member according to the number of Workweeks, so that the
24 amount actually distributed to Participating Class Members equals one hundred percent (100%) of
25 the Net Settlement Amount.

26 (d) Allocation of Individual Class Payments: The Individual Class Payments to
27 Participating Class Members shall be allocated as 15% as wages subject to withholding of all
28 applicable local, state and federal taxes, and 85% for interest and statutory penalties (pursuant to,

1 e.g., California Labor Code sections 203, 210, 226) from which no taxes will be withheld. The
2 Settlement Administrator will issue to each Participating Class Member (as applicable) an Internal
3 Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and/or
4 a Form 1099 with respect to the penalties and interest allocations.

5 (e) Service Payment to Plaintiff: The amount, if any, awarded to the Plaintiff
6 as a Service Payment will be set by the Court not to exceed Ten Thousand Dollars and Zero Cents
7 (\$10,000.00) in exchange for the service that Plaintiff performed on behalf of the Class, plus Five
8 Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff in exchange for signing a full release
9 and California Civil Code § 1542 waiver and foregoing the right to bring separate individual
10 claims. Defendant agrees not to oppose this request. The Service Payment to Plaintiff will be paid
11 out of the Gross Settlement Amount. Plaintiff will be issued an IRS Form 1099 in connection with
12 this payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes
13 on this payment. The Parties agree that any amount awarded as the Service Payment to Plaintiff
14 less than the requested amount shall not be a basis for Plaintiff or Class Counsel to void this
15 Settlement Agreement. Should the Court approve a lesser amount for the Service Payment, the
16 difference shall be added to the Net Settlement Amount to be distributed to the Participating Class
17 Members.

18 (f) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a request
19 by Class Counsel to the Court for an award of attorneys' fees of one-third of the Gross Settlement
20 Amount, plus verified and reasonable litigation costs not to exceed Twenty-Five Thousand Dollars
21 and Zero Cents (\$25,000.00) ("Attorney's Fees and Cost Award"). Defendant agrees not to oppose
22 any contention by Class Counsel that attorneys' fees should be based on the common fund theory.
23 The Attorneys' Fee and Cost Award shall be paid from the Gross Settlement Amount, and, except
24 for this award, Defendant shall have no further obligation to pay any attorneys' fees, costs, or
25 expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class
26 Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the
27 Participating Class Members. Any Court order awarding less than the amount sought by Class
28 Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the

1 Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099
2 reflecting the amount of attorneys' fees and costs awarded by the Court.

3 (g) Settlement Administration Costs: The fees and other charges of the
4 Settlement Administrator will be paid from the Gross Settlement Amount, not to exceed \$10,000,
5 unless (1) Defendant, in its sole discretion, has exercised its right under the Escalator Clause to
6 increase the Gross Settlement Amount, in which case any reasonable increase in Settlement
7 Administration Costs shall be paid from the increased Gross Settlement Amount, subject to Court
8 approval, or (2) as otherwise approved by all Parties and the Court.

9 (h) PAGA Payments: The Parties agree that One Hundred Thousand Dollars
10 and Zero Cents (\$100,000.00) is allocated to PAGA Payments and is to be paid from the Gross
11 Settlement Amount, subject to Court approval. Of this amount, Seventy-Five Thousand Dollars
12 and Zero Cents (\$75,000.00) (75%) shall be paid to the LWDA in satisfaction of civil penalties
13 under the Private Attorney General Act of 2004 ("PAGA") and Twenty-Five Thousand Dollars
14 and Zero Cents (\$25,000.00) (25%) will form the Individual PAGA Payments to the PAGA
15 Employees, which shall be calculated and allocated pro-rata based on the number of pay periods
16 worked by an PAGA Employee during the PAGA Period, which will be treated as civil penalties
17 and shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice to
18 the LWDA of the Settlement.

19 (i) No Tax Advice: Class Counsel and Defendant make no representations as
20 to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and
21 the Class Members are not relying on any statement or representation by Class Counsel or
22 Defendant in this regard. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
23 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
24 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
25 10, as amended) or otherwise. Plaintiff, Participating Class Members, and PAGA Employees
26 understand and agree that they will be solely responsible for the payment of any taxes and penalties
27 assessed on their respective Individual Class Payments and Individual PAGA Payments, described
28 herein. Forms 1099 will be distributed in the manner required by the Internal Revenue Code of

1 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
2 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
3 set forth in this Section may be modified in a manner to bring Defendant into compliance with any
4 such changes. Plaintiff, Participating Class Members, and PAGA Employees understand and agree
5 that they will be solely responsible for the payment of any taxes and penalties assessed on their
6 respective payments described herein.

7 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
8 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
9 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
10 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
11 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
12 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
13 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
14 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
15 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
16 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
17 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
18 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
19 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
20 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
21 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
22 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
23 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
24 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER
25 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
26 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES
27 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
28 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX

STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

(k) “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. Under no circumstances will any portion of the Gross Settlement Amount revert to Defendant. Participating Class Members and PAGA Employees will not have to make a claim to receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of Individual Class Payment or Individual PAGA Payments will be made directly to each Participating Class Member and PAGA Employee. The Settlement Administrator shall be responsible for accurately and timely reporting and remittance obligations with respect to unclaimed funds as a result of a Participating Class Member and/or PAGA Employee not cashing any checks delivered pursuant to the Settlement by the check cashing deadline, as set forth herein.

(l) Class Counsel and Plaintiff believe that the Settlement is fair and reasonable and will so represent same to the Court.

D. Release by the Participating Class Members

58. Upon entry of the Final Approval Order and Defendant’s funding of the Gross Settlement Amount, and except as to such rights or claims as may be created by this Agreement, Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period. The scope of the Released Class Claims is a material term of this Agreement and the Parties agree to comply in good faith with the Court’s Case Management Order in defining the Released Class Claims and the Parties’ reasonable interpretation of the same. To the extent the Court orders the Parties to modify the scope of the Released Class Claims, the Parties shall meet and confer in good faith and attempt to address the Court’s concerns.

59. Each Participating Class Member will be deemed to have made the foregoing release as if by manually signing it.

60. Plaintiff, on behalf of himself and the Class, acknowledges and agrees that the claims for unpaid wages and untimely payment of wages in the Action are disputed, and that the

1 payments set forth herein constitute payment of all sums allegedly due to them. Plaintiff, on behalf
2 of himself and the Class, acknowledges and agrees that California Labor Code Section 206.5 is
3 not applicable to the Parties or Settlement. Labor Code § 206.5 provides in pertinent part as
4 follows: “An employer shall not require the execution of any release of any claim or right on
5 account of wages due, or to become due, or made as an advance on wages to be earned, unless
6 payment of those wages has been made.”

7 **E. Release of PAGA Claims**

8 61. Upon entry of the Final Approval Order and Defendant’s funding of the Gross
9 Settlement Amount, Plaintiff, on behalf of himself and his respective former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the State of
11 California, and the LWDA – and, to the fullest extent permitted by law and this Court’s Case
12 Management Order, PAGA Employees, on behalf of themselves their respective former and
13 present representatives, agents, attorneys, heirs, administrators, successors, and assigns – shall
14 completely release and discharge the Released Parties from the Released PAGA Claims for the
15 PAGA Period. The scope of the Released PAGA Claims is a material term of this Agreement and
16 the Parties agree to comply in good faith with the Court’s Case Management Order in defining the
17 Released PAGA Claims and the Parties’ reasonable interpretation of the same. To the extent the
18 Court orders the Parties to modify the scope of the Released PAGA Claims, the Parties shall meet
19 and confer in good faith and attempt to address the Court’s concerns.

20 62. Regardless of submitting a valid Request for Exclusion, neither Plaintiff nor any
21 PAGA Employee shall have the right to opt-out or otherwise exclude themselves from releasing
22 the Released PAGA Claims.

23 **F. Release by Plaintiff**

24 63. Plaintiff does hereby, for himself and his spouses, heirs, successors, beneficiaries,
25 devisees, legatees, executors, administrators, trustees, conservators, guardians, personal
26 representatives, and assigns forever and completely release and discharge the Released Parties
27 from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
28 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and

1 expenses (including back wages, statutory penalties, civil penalties, liquidated damages,
2 exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the
3 beginning of time through the execution of this Agreement, whether known or unknown, suspected
4 or unsuspected, including but not limited to all claims arising out of, based upon, or relating to
5 Plaintiff's employment with Defendant or the remuneration for or termination of such employment
6 (the "Released Individual Claims" or "Plaintiff's Released Claims").

7 64. Without limiting the generality of the foregoing, this general release by Plaintiff
8 includes, but is not limited to, all of the Released Class Claims, and any other claims arising under
9 the California Labor Code; all federal, state and local statutory claims, federal and state common
10 law claims (including but not limited to those for contract, tort and equity), including without
11 limitation any claims for breach of any implied or express contract or covenant; claims for
12 promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of insurance and
13 employee benefits (except workers' compensation benefits); claims for failure to hire, public
14 policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress,
15 assault/battery, or other common law or tort matters; claims of harassment, retaliation or
16 discrimination based on age, race, color, religion, sex, national origin, ancestry, physical or mental
17 disability, protected activity, medical condition, marital status, sexual preference, union activity,
18 or veteran status; claims under the Americans with Disabilities Act, Age Discrimination in
19 Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of
20 1991; 42 U.S.C. section 1981, 42 U.S.C. section 1983, the Older Workers Benefit Protection Act,
21 the Family and Medical Leave Act; claims for unfair competition; claims based on legal
22 restrictions on Defendant's right to terminate, not to hire or promote employees, or to change an
23 employee's compensation; and claims based on any federal, state or other governmental statute,
24 regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages,
25 damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest,
26 attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under
27 the Fair Labor Standards Act, the Employment Retirement Security Income Act of 1974, the
28 California Constitution, the California Fair Employment and Housing Act, the California Unfair

1 Competition Act (California Business and Professions Code section 17200 et seq.), the California
2 Labor Code, or Industrial Welfare Commission Wage Orders; and any and all claims arising out
3 of or based upon the following categories of allegations regardless of the forum in which they may
4 be brought, to the fullest extent such claims are releasable by law: (i) all claims for unpaid
5 overtime; (ii) all claims for unpaid wages; (iii) all claims for meal break violations; (iv) all claims
6 for rest period violations; (v) all claims for paid sick leave violations; (vi) all claims for the failure
7 to timely pay wages upon termination; (vii) all claims for the failure to timely pay wages during
8 employment; (viii) all claims for wage statement violations; (ix) all claims for reporting time pay;
9 and (x) all other penalties recoverable for such claims under PAGA.

10 65. Plaintiff agrees that there is a risk that any injury that he may have suffered by
11 reason of the Released Parties' relationship with them might not now be known, and there is a
12 further risk that said injuries, whether known or unknown at the date of this Settlement Agreement,
13 might possibly become progressively worse, and that as a result thereof further damages may be
14 sustained. Nevertheless, Plaintiff agrees to forever and fully release and discharge the Released
15 Parties and understands that, by the execution of this Settlement Agreement, no further claims for
16 any such injuries that existed at the time of the execution of this Settlement Agreement may ever
17 be asserted by Plaintiff with respect to claims arising in the time period from the beginning of time
18 to the execution of this Settlement Agreement.

19 66. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
20 Section 1542 of the Civil Code of the State of California and does so understanding and
21 acknowledging the significance of the waiver of Civil Code Section 1542. Section 1542 of the
22 Civil Code of the State of California states:

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

1 Plaintiff acknowledges and agrees that this knowing and voluntary waiver is an essential
2 and material term of this Settlement Agreement, and the Settlement Agreement would not have
3 been entered into without such a waiver.

4 Notwithstanding the provisions of Civil Code Section 1542, and for the purpose of
5 implementing a full and complete release and discharge of all parties, Plaintiff expressly
6 acknowledges that this Settlement Agreement is intended to include in its effect, without
7 limitation, all claims that Plaintiff knew of, as well as all claims that he does not know or suspect
8 to exist in his favor against the Released Parties, or any of them, for the time period from the
9 beginning of time to the execution of this Settlement Agreement, and that this Settlement
10 Agreement contemplates the extinguishment of any such Plaintiff's claims. Notwithstanding the
11 above, the general release by Plaintiff shall not extend to claims for workers' compensation
12 benefits, claims for unemployment benefits, or other claims that may not be released by law.

13 **G. Stay of Proceedings**

14 67. The Parties agree that, upon the execution of this Agreement, the litigation shall be
15 stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing
16 of this Agreement, pursuant to California Code of Civil Procedure section 583.330, to extend the
17 date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire
18 period of this settlement process.

19 **H. Notice Process**

20 68. Appointment of Settlement Administrator. The Parties have agreed to the
21 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
22 including mailing the Notice Packet, using standard devices to obtain forwarding addresses,
23 independently reviewing and verifying documentation associated with any claims or opt-out
24 requests, resolving any disputes regarding the calculation or application of the formula for
25 determining the Individual Class Payments, drafting and mailing the settlement checks to
26 Participating Class Members and PAGA Employees, issuing all necessary tax forms, and
27 performing such other tasks as set forth herein or as the Parties mutually agree or that the Court
28 orders.

1 69. Disputes Regarding Settlement Administration. Any and all disputes relating to
2 administration of the Settlement by the Settlement Administrator (except for disputes regarding
3 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
4 over the terms and conditions of this Agreement, until Plaintiff and Defendant notify the Court
5 that all payments and obligations contemplated by this Agreement have been fully carried out.
6 Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve
7 the dispute without the necessity of Court intervention. The Settlement Administrator shall also
8 be responsible for issuing to Plaintiff, Participating Class Members, and PAGA Employees, and
9 Class Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this
10 Agreement.

11 70. Class Data. Within thirty (30) calendar days after entry of the Preliminary
12 Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The
13 Settlement Administrator will run a check of the Class Members' addresses against those on file
14 with the U.S. Postal Service's National Change of Address List. The Class Data provided to the
15 Settlement Administrator will remain confidential and will not be used or disclosed to anyone,
16 except as required by applicable tax authorities, pursuant to Defendant's express written consent,
17 or by order of the Court. Although Class Counsel will not be provided with the list of Class Data,
18 nothing herein shall prevent Class Counsel from communicating with Class Members regarding
19 the Action and Settlement.

20 71. Potential Triggering of the Escalator Clause. The Settlement Administrator will
21 inform the Parties within five (5) days of receipt of the Class Data if Defendant, in its sole
22 discretion, has exercised its right under the Escalator Clause to increase the Gross Settlement
23 Amount, and whether the Settlement Administrator will seek an adjustment of the Settlement
24 Administration Costs. Within five (5) days of this notification from the Settlement Administrator,
25 Defendant shall make its selection and, if Defendant elects to shorten the Class Period, it shall
26 advise the Settlement Administrator and Class Counsel of the New Class Period End Date.

27 72. Total Workweeks and Pay Periods. At least five (5) calendar days prior to mailing
28 the Notice Packet, the Settlement Administrator shall provide a spreadsheet to Class Counsel and

1 Defense Counsel containing a preliminary calculation of all payments to be paid from the Gross
2 Settlement Amount, including the estimated Individual Class Payments to each Class Member and
3 Individual PAGA Payments to each PAGA Employee (a person's name shall be redacted and a
4 control number used in place of the name).

5 73. Notice Packet. The Notice Packet, as approved by the Court, shall be sent by the
6 Settlement Administrator to the Class Members, by first class mail in English and Spanish within
7 twenty (20) calendar days following the Administrator's receipt of the Class Data. The Settlement
8 Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of
9 Class Members if any envelopes are returned.

10 74. Returned Notice Packets. The Settlement Administrator will take steps to ensure
11 that the Notice Packet is received by all Class Members, including utilization of the National
12 Change of Address Database maintained by the United States Postal Service to review the accuracy
13 of and, if possible, update a mailing address. Notices will be re-mailed to any Class Member for
14 whom an updated address is located within ten (10) calendar days following both the Settlement
15 Administrator learning of the failed mailing and its receipt of the updated address. The Notice
16 Packet shall be identical to the original Notice Packet, except that it shall notify the Class Member
17 that the exclusion (opt-out) request or objection must be returned by the later of the Response
18 Deadline or fifteen (15) calendar days after the remailing of the Notice Packet.

19 75. Presumption Regarding Receipt of Notice Packet. It will be conclusively presumed
20 that if an envelope has not been returned to Settlement Administrator by the Response Deadline
21 that the Class Member received the Notice Packet.

22 76. Disputes Regarding Class Data (i.e., Challenges to Calculation of Workweeks
23 and/or Pay Periods). Class Members are deemed to participate in the Settlement unless they opt-
24 out, and PAGA Employees may not opt out of the Released PAGA Claims. The Class Notice will
25 inform Class Members of his/her estimated Individual Class Payment and Individual PAGA
26 Payment, as well as the number of Workweeks during the Class Period and number of pay periods
27 worked the PAGA Period. Class Members may dispute their Workweeks by timely submitting
28 evidence to the Settlement Administrator. Each Class Member shall have forty-five (45) days after

1 the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members
2 whose Class Notice is re-mailed) to challenge the number of Workweeks and/or Pay Periods
3 allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation
4 by communicating with the Settlement Administrator via fax, email or mail. To be valid, a
5 challenge to the calculation of Workweeks and/or Pay Periods must be in writing, be postmarked,
6 emailed, or fax stamped and returned to the Settlement Administrator at the specified address,
7 email, or fax telephone number, and contain: (1) the Settlement Class Member's full name,
8 signature, address, telephone number, and the last four digits of his/her Social Security number;
9 (2) the number of workweeks the Settlement Class Member contends is correct; and (3) any
10 evidence supporting his/her contention. The date of the postmark on the return mailing envelope
11 or fax stamp shall be the exclusive means used to determine whether the challenge was timely
12 submitted. Defendant's records will be presumed determinative absent reliable evidence to rebut
13 Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the
14 Class Member. The Settlement Administrator must encourage the challenging Class Member to
15 submit supporting documentation and Defendant may also provide the Settlement Administrator
16 with additional records regarding the challenging Class Member's employment history in
17 connection with the Settlement Administrator's review. The Settlement Administrator's
18 determination of each Class Member's allocation of Workweeks and Pay Periods shall be final
19 and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall
20 promptly provide copies of all challenges to calculation of Workweeks or Pay Periods to Defense
21 Counsel and Class Counsel and the Settlement Administrator's determination of the challenges.
22 Class Counsel and Defense Counsel agree to meet and confer in good faith regarding the evidence
23 presented by a Class Member challenging the calculation of Workweeks and/or Pay Periods to
24 determine the Class Member's actual number of Workweeks and/or Pay Periods, and estimated
25 Individual Class and PAGA Payments.

26 77. Declaration of Due Diligence. The Settlement Administrator shall provide counsel
27 for the Parties, at least five (5) days after the initial Response Deadline, a declaration of due
28 diligence and compliance with all of its obligations under this Agreement, including, but not

1 limited to, its proof of mailing the Notice Packet, Notice Packets returned as undelivered, the re-
2 mailing of Notice Packets, attempts to locate Class Members, the total number of Requests for
3 Exclusion from Settlement it received (both valid or invalid), the number of written objections,
4 and attach the Exclusion List. The Administrator will supplement its declaration as needed or
5 requested by the Parties and/or the Court. Class Counsel is responsible for filing the
6 Administrator's declaration(s) in Court.

7 78. Final Report by Settlement Administrator. At least fifteen (15) days before any
8 deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel
9 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
10 of all payments required under this Agreement. Class Counsel is responsible for filing the
11 Settlement Administrator's declaration(s) in Court.

12 79. Class Members' Rights. Each Class Member will be fully advised of the
13 Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion
14 from the Class Claims portion of the Settlement. The Notice Packet will inform the Class Members
15 of the Court-established deadlines for filing objections or requesting exclusion from the Settlement
16 in accordance with the following guidelines:

17 (a) Requests for Exclusion from Class. Any Class Member, other than
18 Plaintiff, may request to be excluded from the Class by completing the Request for Exclusion Form
19 provided within the Notice Packet. The Request for Exclusion Form must be sent to the Settlement
20 Administrator by mail. The Request for Exclusion Form must include the Class Member's name,
21 address, email address or telephone number, and last four digits of his or her Social Security
22 Number. The Request for Exclusion Form must be postmarked on or before the Response
23 Deadline in order to be timely, unless the Parties otherwise agree in writing. Any such Request
24 must be made in accordance with the terms set forth in the Notice Packet. If the Settlement
25 Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator
26 may demand additional proof of the Class Member's identity. The Settlement Administrator's
27 determination of authenticity shall be final and not appealable or otherwise susceptible to
28 challenge. The Settlement Administrator shall attach each Request for Exclusion to its declaration

1 of due diligence and file with the Court prior to the Final Approval Hearing. Any Class Member
2 who timely requests exclusion in compliance with these requirements: (i) will not have any rights
3 under the Class Settlement portion of this Agreement, including the right to object, appeal or
4 comment on the Class Settlement; (ii) will not be entitled to receive any Class payments under this
5 Agreement; and (iii) will not be bound by the Class Settlement portion of Agreement, or the Class
6 Settlement portion of the Court's Judgment. Because there is no statutory right for any PAGA
7 Employee to opt out or otherwise exclude himself or herself from the PAGA Settlement and the
8 associated release of claims and rights under PAGA, and further PAGA claims are subject to claim
9 preclusion upon entry of Judgment, Non-Participating Class Members who are PAGA Employees
10 will still be deemed to have released the Released PAGA Claims of this Agreement to the fullest
11 extent permitted by law and will remain eligible for an Individual PAGA Payment. All Parties
12 and their counsel, including Defendant and its agents and employees, shall not encourage or solicit
13 opt-outs or objections, directly or indirectly, through any means.

14 (b) Binding Effect on Participating Class Members. All Participating Class
15 Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and the
16 releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have
17 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the
18 Settlement.

19 (c) Objections to Settlement. Only Participating Class Members, excluding
20 Plaintiff, may object to the class action components of this Settlement and/or this Agreement,
21 including contesting the fairness of the Settlement, and/or amounts requested for the Attorneys'
22 Fees and Costs Award and/or Class Representative Service Payment and Release Payments, by
23 completing the Objection Form provided within the Notice Packet. Participating Class Members
24 must send the Objection Form to the Settlement Administrator, by mail. The Objection Form must
25 be postmarked on or before the Response Deadline in order to be timely, unless the Parties
26 otherwise agree in writing. Additionally, any written objection must be made in accordance with
27 the terms set forth in the Notice Packet. A Participating Class Member who elects to send a written
28 objection to the Settlement Administrator must do so not later than forty-five (45) days after the

1 Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class
2 Members whose Class Notice was re-mailed). The Settlement Administrator shall provide any
3 objections to Class Counsel and Defense Counsel no later than three (3) days of receipt, and the
4 Settlement Administrator shall attach the same to its declaration of due diligence and file with the
5 Court prior to the Final Approval Hearing. Any Participating Class Member who files an objection
6 remains eligible to receive monetary compensation from the Settlement. Plaintiff and Defendant
7 shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his
8 or her counsel related to any objections to the Settlement. Submitting an objection does not
9 preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming
10 a party of record by timely and properly intervening or filing a motion to vacate the judgment
11 under Code of Civil Procedure § 663. Non-Participating Class Members have no right to object
12 to any of the class action components of the Settlement.

13 (d) Failure to Object. Any Class Member who does not timely and properly
14 become a party of record by intervening or filing a motion to vacate the judgment waives any and
15 all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and
16 appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under
17 California Code of Civil Procedure § 473, and extraordinary writs.

18 (e) Responses to Objections. Counsel for the Parties may file with the Court a
19 response to any written objections submitted by Objecting Class Members at least five (5) court
20 days before the date of the Final Approval Hearing.

21 (f) Weekly Reports. The Settlement Administrator shall, on a weekly basis,
22 provide written reports to Class Counsel and Defense Counsel that, among other things, tally the
23 number of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for
24 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
25 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and
26 Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Settlement
27 Administrator's assessment of the validity of Requests for Exclusion and attach copies of all
28 Requests for Exclusion and objections received.

1 80. Funding of the Gross Settlement Amount. Defendant shall make a one-time deposit
2 into the QSF of the Gross Settlement Amount within thirty (30) calendar days after the Effective
3 Date, plus pay its share of payroll taxes on the wage portion of the Individual Class Payment.
4 The Administrator shall issue the applicable W-2s and IRS Form 1099 reflecting all payments to
5 the Participating Class Members and PAGA Employees.

6 81. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
7 Gross Settlement Amount into the QSF, the Settlement Administrator shall mail the Individual
8 Class Payments to the Participating Class Members, the Individual PAGA Payments to the PAGA
9 Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service
10 Payment to the Class Representative, the payment to the LWDA for PAGA Payments, and will
11 pay itself the Settlement Administration Costs from the Gross Settlement Amount in accordance
12 with the percentages set forth herein.

13 82. Deadline for Cashing Settlement Checks. Participating Class Members and PAGA
14 Employees shall have 180 calendar days after mailing by the Settlement Administrator to cash
15 their settlement checks. If any Participating Class Member's or PAGA Employee's check is not
16 cashed within that period, the check will be void and a stop-payment will be issued, and the
17 Administrator shall issue the unclaimed funds to the California State Controller's Office in the
18 name of the Class Member or PAGA Employee. The release will be binding upon all Participating
19 Class Members and PAGA Employees who do not cash their checks within the 180-day period.
20 In the event that any settlement check is returned to the Settlement Administrator within 180 days
21 of mailing, the Settlement Administrator will, within five (5) business days of receipt of the
22 returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel
23 and Class Counsel of the results. If a new address is located by these means, the Settlement
24 Administrator will have ten (10) business days to re-issue the check. Neither Defendant, Defense
25 Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost
26 or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation
27 of settlement checks. Without limiting the foregoing, in the event a Participating Class Member
28 or PAGA Employee notifies the Settlement Administrator that he or she believes that a settlement

1 check has been lost or stolen, the Settlement Administrator shall immediately stop payment on
2 such check. If the check in question has not been negotiated prior to the stop payment order, the
3 Settlement Administrator will issue a replacement check.

4 **I. Duties of the Parties Prior to the Court's Approval**

5 83. Promptly after execution of this Agreement, Plaintiff will move the Court for
6 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
7 accomplishing the following:

8 (a) Scheduling the Final Approval Hearing on the issue of whether this
9 Settlement should be finally approved as fair, reasonable and adequate as to the Class Members
10 and a hearing on fees, costs and the Service Payments;

11 (b) Approving as to form and content the proposed Notice Packet;

12 (c) Directing the mailing of the Notice Packet by first class mail to the Class
13 Members;

14 (d) Preliminarily approving this Settlement;

15 (e) Preliminarily certifying the class for purposes of this Settlement; and

16 (f) Advising the LWDA of the proposed Settlement.

17 **J. Motion for Preliminary Approval**

18 84. The Parties agree to jointly prepare and file a motion for preliminary approval
19 ("Motion for Preliminary Approval").

20 85. Plaintiff's Responsibilities. At least five (5) business days prior to filing the Motion
21 for Preliminary Approval, Plaintiff will prepare and deliver to Defense Counsel all documents
22 necessary for obtaining Preliminary Approval of the Class Settlement and approval of the PAGA
23 Settlement under Labor Code section 2699(f)(2), including drafts of the notice, memorandum in
24 support, declarations in support, and proposed Order Granting Preliminary Approval. The
25 proposed Order Granting Preliminary Approval shall be approved by Defense Counsel prior to
26 Plaintiff's filing the proposed Order with the Court. Plaintiff will attempt to incorporate any and
27 all of Defense Counsel's revisions to the drafts of the notice and memorandum in support. In the
28 event Plaintiff disagrees with any of Defense Counsel's revisions, the Parties will expeditiously

1 meet and confer in person or by telephone, and in good faith, to resolve any disagreements prior
2 to the Motion for Preliminary Approval being filed with the Court.

3 86. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
4 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
5 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or
6 by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
7 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
8 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
9 in person or by telephone, and in good faith, in an attempt to modify the Agreement and otherwise
10 satisfy the Court's concerns if possible.

11 **K. Motion for Final Approval**

12 87. Not later than sixteen (16) court days before the calendared Final Approval
13 Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a
14 request for approval of the PAGA Settlement under Labor Code section 2699(1), a Proposed Final
15 Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff
16 shall provide drafts of all documents to be filed, including drafts of the notice, memorandum in
17 support, declarations in support, and proposed Final Approval Order and Judgment, at least five
18 (5) business days prior to filing the Motion for Final Approval. The proposed Final Approval
19 Order and Judgment shall be approved by Defense Counsel prior to Plaintiff filing the proposed
20 Final Approval Order and Judgment with the Court. Plaintiff will attempt to incorporate any and
21 all of Defense Counsel's revisions to the drafts of the notice and memorandum in support. In the
22 event Plaintiff disagrees with any of Defense Counsel's revisions, the Parties will expeditiously
23 meet and confer in person or by telephone, and in good faith, to resolve any disagreements prior
24 to the Motion for Final Approval being filed with the Court.

25 88. Response to Objections. Each Party retains the right to respond to any objection
26 raised by a Participating Class Member, including the right to file responsive documents in Court
27 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
28 accepted by the Court.

1 89. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement (including, but not limited to, the scope of
3 release to be granted by Class Members), the Parties will expeditiously work together in good faith
4 to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval
5 if possible. The Court's decision to award less than the amounts requested for the PAGA Payment,
6 Service Payment to the Class Representative and/or Release Payments, Attorneys' Fees and Costs
7 Award, and/or Settlement Administrator Expenses Payment shall not constitute a material
8 modification to the Agreement within the meaning of this paragraph.

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

13 91. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
14 conditions of this Agreement, specifically including the Attorneys' Fees and Costs Award set forth
15 in this Settlement, the Parties, their respective counsel, and all Participating Class Members who
16 did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the
17 Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions
18 to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal
19 does not include any waiver of the right to oppose such motions, writs or appeals. If an objector
20 appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended
21 until such time as the appeal is finally resolved and the Judgment becomes final.

22 92. Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the
23 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
24 modification of this Agreement (including, but not limited to, the scope of release to be granted by
25 Class Members), this Agreement shall be null and void. The Parties shall nevertheless
26 expeditiously work together in good faith to address the appellate court's concerns and to obtain
27 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
28 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify

the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

L. Duties of the Parties Following Court's Final Approval

93. In connection with the Final Approval Hearing provided for in this Agreement, Class Counsel shall, subject to the terms in Section K above, submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Plaintiff, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement.

M. Amended Judgment

94. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

N. Voiding the Agreement

95. Defendant will have, in its sole discretion, the right to void and withdraw from the Settlement if more than ten percent (10%) of Class Members submit a timely and valid Request for Exclusion to the Settlement Administrator and/or if the combined Workweeks worked by Class Members who timely exclude themselves amounts to ten percent (10%) or more of the total Workweeks worked by all Class Members. Defendant shall notify the Settlement Administrator, Court and Class Counsel of its decision to withdraw within ten (10) business days after the Settlement Administrator informs the Parties of the total number of valid and timely Requests for Exclusion. If Defendant elects to withdraw for this reason, it shall pay all Settlement Administrator Costs incurred to that point.

96. All Parties, signatories, and their counsel shall not encourage opt-outs or objections to this Agreement. The Parties specifically agree not to solicit opt-outs, directly or indirectly,

1 through any means.

2 97. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have
3 no further obligations under the Settlement, including any obligation by Defendant to pay the
4 Gross Settlement Amount, or any amounts that otherwise would have been owed under this
5 Settlement.

6 98. If the Settlement is voided or fails for any reason, any costs incurred by the
7 Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise
8 specified in this Agreement.

9 **O. Other Terms**

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

12 100. Parties' Authority. The signatories hereto represent that they are fully authorized to
13 enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

14 101. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
15 accomplish the terms of this Agreement, including but not limited to, execution of such documents
16 and to take such other action as may reasonably be necessary to implement the terms of this
17 Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
18 contemplated by this Agreement and any other efforts that may become necessary by order of the
19 Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as
20 practicable after execution of this Agreement, Class Counsel shall, with the assistance and
21 cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's
22 preliminary and final approval of the settlement, and the final entry of judgment. The Parties have
23 cooperated in the drafting and preparation of this Agreement. This Agreement will not be
24 construed against any Party on the basis that the Party was the drafter or participated in the drafting.

25 102. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
26 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
27 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
28 action or rights released and discharged by this Agreement.

1 103. No Admission. This Agreement represents a compromise and settlement of highly
2 disputed claims. Nothing in this Agreement is intended or should be construed as an admission
3 by Defendant or any other Released Party that any of the allegations in this Action have merit or
4 that Defendant or any other Released Party has any liability for any claims asserted. Defendant
5 denies any and all liability whatsoever, denies any and all liability whatsoever to Plaintiff, any
6 Class Member, any PAGA Employee, and/or the State of California, as to any and all causes of
7 action that were asserted or that might have been asserted in this Action, and further denies
8 Plaintiff's claims are suitable for class or representative treatment. If, for any reason the Court
9 does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the
10 right to contest certification of any class for any reason, and Defendant reserves all available
11 defenses to the claims in the Action. The Settlement, this Agreement, and Parties' willingness to
12 settle the Action will have no bearing on, and will not be admissible in connection with, any
13 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

14 104. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
15 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
16 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant
17 or any of the other Released Parties. Each of the Parties hereto has entered into this Agreement
18 with the intention of avoiding further disputes and litigation with the attendant inconvenience and
19 expenses. This Agreement is a settlement document, and it, along with all related documents such
20 as the notices, and motions for preliminary and final approval, shall, pursuant to California
21 Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any
22 proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce
23 this Agreement. The stipulation for class certification as part of this Agreement is for settlement
24 purposes only and if, for any reason the settlement is not approved, the stipulation will be of no
25 force or effect.

26 105. Confidentiality Prior to Preliminary Approval. The Parties and their respective
27 Counsel agree they will not make any public disclosures of any kind regarding the Settlement,
28 including but not limited to postings on Class Counsel's website and postings on any social media

1 sites/outlets. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will
2 encourage him to adhere to, the restriction against any public disclosures regarding the Settlement.
3 Class Counsel will not include or use the Settlement for any marketing or promotional purposes,
4 or for attempting to influence Defendant's business relationships, either before or after the Motion
5 for Preliminary Approval is filed. Following preliminary approval of the Settlement, Plaintiff and
6 Class Counsel will not initiate any communications with the media, on social media or the Internet
7 or settlement/verdict reporting services. Nothing herein shall be construed to prevent Class
8 Counsel from the public filing of motions or other case materials in the Action related to seeking
9 and obtaining Court approval of this Settlement and the related awards of attorneys' fees and costs.
10 Nothing herein will restrict Class Counsel from including publicly available information regarding
11 this settlement in future judicial submissions. This paragraph does not restrict Class Counsel's
12 communications with Class Members or their representatives in accordance with Class Counsel's
13 ethical obligations owed to Class Members. In response to any media inquiry or if contacted by
14 the media, Class Counsel may state only that the Action has been settled on terms mutually
15 agreeable to the Parties. Class Counsel will take all steps necessary to ensure Plaintiff is aware of,
16 and will encourage him to adhere to, the restriction against initiating any media comment. The
17 Parties agree that the provisions in this Paragraph are material terms of this Settlement Agreement.

18 106. Confidentiality After Preliminary Approval. Class Counsel will not include or use
19 the Settlement for any marketing or promotional purposes, or for attempting to influence
20 Defendant's business relationships, either before or after the Motion for Preliminary Approval is
21 filed. Following preliminary approval of the Settlement, Plaintiff and Class Counsel shall issue
22 no press release, and shall not post or display information, opinions, statements or content on any
23 social media site (like Facebook, Instagram, X (formerly known as "Twitter"), TikTok, etc.),
24 website, or blog, regarding this Settlement Agreement or this Action. This prohibits any posting
25 on Class Counsel's website concerning this Action or this Settlement Agreement with the
26 exception of the posting of the Class Notice, the deadline to opt out of the settlement, object to the
27 settlement or dispute workweek calculations, and the date, time and location of the Final Approval
28 hearing, which may be posted during the period between the date the Court grants preliminary

1 approval of the Settlement through the date the Court grants final approval of the Settlement. In
2 the event that Plaintiff or Class Counsel receive any inquiry from a third party media source about
3 this litigation or its termination, Plaintiff and Class Counsel may state only that “the matter was
4 resolved.” Class Counsel will take all steps necessary to ensure Plaintiff is aware of and adheres
5 to the restriction against initiating any media comment. Nothing herein will restrict Class Counsel
6 from including publicly available information regarding this Settlement in future judicial
7 submissions. The Parties agree that the provisions in this Paragraph are material terms of this
8 Settlement Agreement.

9 107. Plaintiff’s Waiver of Right to Be Excluded. Plaintiff agrees that, by signing this
10 Agreement, he will be bound by the terms herein, including the general release described in Section
11 F above. Plaintiff further agrees that, upon signing this Agreement, he will not request to be
12 excluded from this Settlement and that any such request for exclusion by Plaintiff will be void and
13 of no force or effect.

14 108. Notices. Unless otherwise specifically provided herein, all notices, demands or
15 other communications given hereunder shall be in writing and shall be deemed to have been duly
16 given as of the third business day after mailing by United States registered or certified mail, return
17 receipt requested, addressed:

18 *To the Class:*

19 Brian J. Mankin
20 *brian@lmlfirm.com*
21 Lauby, Mankin & Lauby LLP
22 5198 Arlington Ave, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

23 *To Defendant:*

24 Hazel U. Poei
25 *hazel.poei@jacksonlewis.com*
26 Kelli M. Dreger
27 *kelli.dreger@jacksonlewis.com*
JACKSON LEWIS P.C.
28 200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Tel: (949) 885-1360 | Fax: (949) 885-1380

1 Martin P. Vigodnier
2 *martin.vigodnier@jacksonlewis.com*
3 JACKSON LEWIS P.C.
4 725 South Figueroa Street, Suite 2800
5 Los Angeles, CA 90017
6 Tel: (213) 689-0404 | Fax: (213) 689-0430

7 109. Construction. The Parties hereto agree that the terms and conditions of this
8 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and
9 that this Agreement shall not be construed in favor of or against any Party. Plaintiff and Defendant
10 expressly waive the common-law and statutory rule of construction that ambiguities should be
11 construed against the drafter of an agreement and further agree, covenant, and represent that the
12 language in all parts of this Agreement shall be in all cases construed as a whole, according to its
13 fair meaning.

14 110. Captions and Interpretations. Paragraph titles or captions contained herein are
15 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
16 describe the scope of this Agreement or any provision hereof. Each term of this Agreement is
17 contractual and not merely a recital.

18 111. Modification. This Agreement may not be changed, altered, or modified, except in
19 writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement
20 may not be discharged except by performance in accordance with its terms or by a writing signed
21 by all of the Parties hereto.

22 112. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
23 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide
24 written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and
25 Plaintiff and Defendant may agree to seek the help of the Mediator to resolve any dispute they are
26 unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees
27 and costs. This provision shall not apply to any legal action or other proceeding instituted by any
28 person or entity other than Plaintiff or Defendant.

1 113. Choice of Law. This Settlement Agreement shall be governed by and construed,
2 enforced and administered in accordance with the laws of the State of California, without regard
3 to its conflicts-of-law rules.

4 114. Integration Clause. This Settlement Agreement contains the entire agreement
5 between the Parties relating to the settlement and transaction contemplated hereby, and all prior or
6 contemporaneous agreements, understandings, representations, and statements, whether oral or
7 written and whether by a Party or such Party's legal counsel, are merged herein. No rights
8 hereunder may be waived except in writing.

9 115. Binding On Assigns. This Agreement shall be binding upon and inure to the benefit
10 of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and
11 assigns.

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

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

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

20 119. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
21 because the members of the Class are numerous, it is impossible or impractical to have each Class
22 Member execute this Agreement. The Notice Packet will advise all Class Members of the binding
23 nature of the release provided herein and such shall have the same force and effect as if this
24 Agreement were executed by each Class Member.

25 120. Counterparts. This Agreement may be executed in counterparts, and when each
26 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
27 original, and, when taken together with other signed counterparts, shall constitute one fully signed
28

Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

Dated: Jan 24, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

Ricardo Gallardo

Ricardo Gallardo (Jan 24, 2025 08:57 PST)

Ricardo Gallardo

Dated: _____

DEFENDANT CLASSIC COLLISION, LLC

By: _____

Title: _____

APPROVED AS TO FORM:

Dated: 1/24/2025

CLASS COUNSEL

LAUBY, MANKIN & LAUBY LLP

Brian Mankin

Brian Mankin

Attorneys for Plaintiff

Dated: _____

DEFENSE COUNSEL:

JACKSON LEWIS P.C.

Hazel U. Poei

Kelli M. Dreger

Martin P. Vigodnier

Attorneys for Defendant

END OF DOCUMENT

1 Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall
2 have the same force and effect as an original.

3
4 Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

5
6 _____
Ricardo Gallardo

7
8 Dated: 1/23/25

DEFENDANT CLASSIC COLLISION, LLC

9
10 By: Chel Kwak
Title: Chief Legal Officer

11 **APPROVED AS TO FORM:**

12 Dated: _____

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

13
14 _____
15 Brian Mankin
16 Attorneys for Plaintiff

17 Dated: Jan. 23, 2025

DEFENSE COUNSEL:
JACKSON LEWIS P.C.

18
19 _____
20 Hazel U. Poei
21 Kelli M. Dreger
22 Martin P. Vigodnier
23 Attorneys for Defendant

24
25
26
27
28 **END OF DOCUMENT**

EXHIBIT “B”

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 21 2025

S. OVERSTREET

SG

MAR 24 2025
R

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

RICARDO GALLARDO, individually, on
a representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

CLASSIC COLLISION CORPORATE
SERVICES, INC., a Georgia Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2303068

*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

~~(PROPOSED)~~ ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION AND PAGA
SETTLEMENT;
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;
- 3) DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT

1 Having reviewed the Class Action and PAGA Settlement Agreement and Release of
2 Claims (the “Settlement Agreement” or “S.A.”), which is attached as Exhibit 1 to the
3 Supplemental Declaration of Brian Mankin in Support of Motion for Preliminary Approval of
4 Class Action and PAGA Settlement filed on March 12, 2025, between Plaintiff Ricardo Gallardo
5 and Defendant Classic Collision, LLC, (collectively, the “Parties”), as well as the Memorandum
6 of Points and Authorities in Support of the Unopposed Motion for Preliminary Approval of Class
7 Action Settlement, the documents submitted in support of the motion, and all supporting legal
8 authorities and documents, IT IS HEREBY ORDERED:

9 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
10 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
11 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
12 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
13 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
14 arms-length negotiations conducted after the Parties adequately investigated and became familiar
15 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
16 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

17 2. For settlement purposes only, the Court finds that the proposed Class is
18 ascertainable and that there is a sufficiently defined community of interest among the Class
19 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
20 Class, for settlement purposes only: All current and former nonexempt (hourly paid) employees
21 employed by Defendant in California at any time during the Class Period.¹

22 3. Additionally, the “Aggrieved Employees” are defined to include: all current and
23 former nonexempt (hourly paid) employees employed by Defendant in California during the
24 PAGA Period.²

25
26
27
28 ¹ As defined in the Settlement Agreement, “Class Period” is deemed to be any time during the period of June 14,
2019, through the Preliminary Approval Date or, alternatively, the New Class Period End Date.

² As defined in the Settlement Agreement, is deemed to be any time during the period of June 14, 2022, through the
Preliminary Approval Date or, alternatively, the New Class Period End Date

1 4. The class action settlement set forth in the Settlement Agreement between
2 Plaintiff and Defendant is preliminarily approved as it appears to be proper, to fall within the
3 range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only
4 to any objections that may be raised at the Final Approval Hearing.

5 5. For settlement purposes only, the Court appoints Plaintiff Ricardo Gallardo as
6 Class Representative, and Brian Mankin and Misty Lauby as Class Counsel.

7 6. The Court approves Phoenix Settlement Administrators to act as the Settlement
8 Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement
9 Agreement, including but not limited to paragraphs 62 to 75, including translating the Notice
10 Packet from English to Spanish and mailing the Notice Packet in English and Spanish. The
11 Settlement Administrator shall file a declaration concurrently with the Motion for Final
12 Approval, authenticating a copy of every Objection Form and Exclusion Form received by the
13 Settlement Administrator. Furthermore, in the event of a continuance of the hearing of the
14 motion for final approval, the Settlement Administrator must give notice of such continuance to
15 any objecting party.

16 7. The Court approves, as to form and content, the Class Notice, Exclusion Form,
17 Objection Form, and Dispute Form (attached hereto as Exhibits A, B, C, and D, respectively)
18 that the Class Members may use. The Court further finds the Class Notice, Exclusion Form,
19 Objection Form and Dispute Form fairly apprise the Class Members of the terms of the proposed
20 settlement and of their options in connection with the settlement.

21 8. Class Members who wish to request exclusion, object to the Settlement or dispute
22 Weeks Worked via the Exclusion Form and/or Objection Form and/or Dispute Form are directed
23 to mail the appropriate form above to the Settlement Administrator (and not to the Court) within
24 the time periods set forth in the Class Notice.

25 9. The Settlement Administrator is directed to mail the Notice, Request for
26 Exclusion Form, Objection Form, and Dispute Form by first class mail in English and Spanish to
27 the Class Members in English in accordance with the Settlement Agreement and schedule set
28 forth below.

1 10. The Court finds that the deadlines and method set forth in the Settlement
2 Agreement for the mailing of the Notice and related forms described herein meet the
3 requirements of due process, provide the best notice practicable under the circumstances,
4 constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the
5 requirements of California law.

6 11. The Court directs the Administrator to perform address verification measures and
7 mail the Notice by first class mail to the Class Members not later than 10 days after it receives
8 the “Class Data” as defined in the Settlement Agreement and to otherwise carry out the
9 Settlement according to the terms of the Settlement Agreement and in conformity with this
10 Order. The Parties are also ordered to carry out the Settlement according to the terms of the
11 Settlement Agreement.

12 12. All Class Members shall be deemed to participate in the Settlement, although any
13 Class Member who wishes to comment on or object to the Settlement or who elects not to
14 participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to
15 submit an objection or Request to be Excluded, pursuant to the procedures set forth in the Notice.

16 13. The Court approves the handling of unclaimed funds set forth in the Settlement
17 Agreement, specifically that any unclaimed funds in the Administrator’s account as a result of a
18 failure to timely cash a settlement check shall be issued to the State Controller’s Office in the
19 name of the Class Member, as set forth in the Settlement Agreement.

20 14. The following dates shall govern for purposes of this settlement:

21 March 21, 2025	Preliminary Approval (PA) Order is Entered
22 April 21, 2025	Deadline for Defendant to provide the Class Data to the 23 Settlement Administrator
24 May 12, 2025	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Class Members.
25 July 10, 2025 26 (45 days after mailing)	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
27 16 court days before Final Approval 28 hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.

9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
Date: August 14, 2025 Time: 8:30 a.m.	Final Approval Hearing

15. A final approval hearing shall be held in this Court on the date and time above to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representative.

16. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used by Plaintiff or the Class Members in this Action as an admission by or against Defendant or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order. If any Class Member submits an objection to the settlement and the Final Approval Hearing is continued, either Class Counsel or the Settlement Administrator are directed to give notice of the new hearing date to the objecting party; and

18. In the event that the Settlement Agreement does not receive final approval or the Effective Date of the Settlement does not occur, this Order shall be rendered null and void and shall be vacated.

Date: March 21, 2025 
Honorable Harold Hopp

EXHIBIT “C”

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (inactive Included)
Group By Staff Member Group
Client - Project = 14000-00550 Ricardo Gallardo v
Classic Collision Auto Body (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Ricardo Gallardo</u> <u>14000-00550 Ricardo Gallardo v Classic Collision Auto Body</u>							
06-14-2023	Approved	E112 Court fees	Charito, Tracie	75.00	0.00	1.00	75.00
	Receipt for LWDA - submit PACA letter						
06-14-2023	Approved	E108 Postage	Charito, Tracie	9.66	0.00	1.00	9.66
	Postage for June 2023						
06-14-2023	Approved	E101 Copying	Charito, Tracie	0.20	0.00	26.00	5.20
	26 copies @ .20 each - initial letters to company						
06-24-2023	Approved	Attorney Service	Charito, Tracie	1,510.02	0.00	1.00	1,510.02
	Onelgal Order #20608580 - file complaint						
06-28-2023	Approved	Attorney Service	Charito, Tracie	17.24	0.00	1.00	17.24
	Onelgal Order #20694922 - file POS						
06-29-2023	Approved	Attorney Service	Charito, Tracie	289.00	0.00	1.00	289.00
	Bosco Inv #9070620 Serve: Classic Collision Corporate Services, Inc., an Gorgia Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Counsel; Notice of Department Assignment; Notice of Case Management Conference (To: Brian J. Mankin, Esq.); Notice of Case Management Conference (To: Mistry M. Lauby, Esq.); Notice of Case Management Conference (To: Ricardo Gallardo); Notice of Case Management Conference (To: Classic Collision Corporate Services, Inc.); ADR Court: Riverside Superior Court - Historic Courthouse Completed on: 06/26/2023						
08-07-2023	Approved	Attorney Service	Charito, Tracie	17.24	0.00	1.00	17.24
	Onelgal Order #20949898 - file PLA CMC Statement						
08-25-2023	Approved	Attorney Service	Charito, Tracie	13.33	0.00	1.00	13.33
	Onelgal Order #21071640 - submit Stip and Order re FAC						
09-15-2023	Approved	Attorney Service	Charito, Tracie	13.33	0.00	1.00	13.33
	Onelgal Order #21214800 - resubmit stip and order re FAC						
09-20-2023	Approved	Attorney Service	Charito, Tracie	17.24	0.00	1.00	17.24
	Onelgal Order #21250546 - file FAC						
09-27-2023	Approved	Attorney Service	Charito, Tracie	17.24	0.00	1.00	17.24
	Onelgal Order #21280592 - file Joint Statement						
10-05-2023	Approved	E125 Mediation fees	Charito, Tracie	8,375.00	0.00	1.00	8,375.00
	Judicate West Inv #609843 for 4/11/24 mediation with Kelly Knight, Esq.						
04-16-2024	Approved	Attorney Service	Charito, Tracie	19.30	0.00	1.00	19.30
	Onelgal Order #22687100 - file Joint Statement						
10-24-2024	Approved	E119 Experts	Charito, Tracie	9,720.00	0.00	1.00	9,720.00

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00550 Ricardo Gallardo v
Classic Collision Auto Body (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Ricardo Gallardo</u>							
<u>14000-00550 Ricardo Gallardo v Classic Collision Auto Body</u>							
Berger Consulting Group Inv #11151							
11-08-2024	Approved	Attorney Service	Chiarito, Tracie	42.64	0.00	1.00	42.64
Onel legal Order #24102340 - file Stip and Order to Cont CMC/Set MPA							
01-28-2025	Approved	Attorney Service	Chiarito, Tracie	86.01	0.00	1.00	86.01
Onel legal Order #24579506 - file MPA							
03-14-2025	Approved	Attorney Service	Chiarito, Tracie	23.02	0.00	1.00	23.02
Onel legal Order #24930509 - file Supp PA docs							
07-23-2025	Approved	Attorney Service	Chiarito, Tracie	200.00	0.00	1.00	200.00
Estimated costs to file MFA and supporting documents							

Project Total 20,450.47
Client Total 20,450.47
Grand Total 20,450.47

EXHIBIT “D”