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Attorneys for Plaintiffs Juan Rodriguez Jr., Luis Ruiz, John Locke, Billy Pierce, and Marvin Pena,
on behalf of themselves and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

JUAN RODRIGUEZ JR., on behalf of himself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

LAHHAM AUTOMOTIVE, INC., a
California corporation, and DOES 1 through
10, inclusive,

Defendants.

CASE NO: STK-CV-UOE-2023-9779

*Assigned to the Hon. Erin Guy Castillo, Dept.
10B*

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF REQUEST FOR
DISMISSAL OF CLASS AND
REPRESENTATIVE ACTION**

[Filed Concurrently: Request for Dismissal]

Complaint Filed: September 13, 2023
FAC Filed: May 23, 2024

1 I, Daniel F. Gaines, declare as follows:

2 1. I am an attorney duly admitted to practice law in the State of California and I am a
3 managing shareholder at Gaines & Gaines, APLC, counsel of record for Plaintiffs Juan Rodriguez Jr.,
4 Luis Ruiz, John Locke, Billy Pierce, and Marvin Pena (collectively, "Plaintiffs") in this matter. The
5 matters set forth herein are of my own personal knowledge, and if sworn as a witness, I could and
6 would testify competently thereto.

7 2. On September 13, 2023, Plaintiff Juan Rodriguez Jr. filed the instant Action seeking
8 damages on a representative basis on behalf of himself and all aggrieved employees for Defendant
9 Lahham Automotive, Inc.'s alleged violations of the California Labor Code and the Private Attorneys
10 General Act of 2004 ("PAGA"), codified as § 2698, *et seq.* Thereafter, on May 23, 2024, Plaintiff
11 Juan Rodriguez Jr. filed his First Amended Class and Representative Complaint which added Luis
12 Ruiz, John Locke, Billy Pierce, and Marvin Pena as named Plaintiffs and sought damages on a
13 classwide and representative basis on behalf of Plaintiffs and similarly situated individuals for
14 Defendant's alleged violations of California Labor Code, Business & Professions Code, codified as
15 § 17200, *et seq.*, and PAGA, by allegedly failing to pay all wages due, provide meal and rest periods,
16 or compensation in lieu thereof, reimburse all business-related expenses, issue complete and accurate
17 wage statements, and timely pay all wages due during employment and at the separation of
18 employment.

19 3. Following conversations with Defendant's counsel, my office has ascertained that
20 Plaintiffs' claims are quite individual. Furthermore, liability is disputed. This determination is based
21 on information provided by Defendant's counsel through discussions in this matter.

22 4. The Parties have negotiated a settlement of Plaintiffs' individual claims only, and the
23 Class and PAGA claims will be dismissed without prejudice. A true and correct redacted copy of each
24 General Release and Settlement Agreement for each Plaintiff (the "Settlement") are attached hereto
25 as **Exhibit A**.

26 5. The settlement of this Action does not provide for any consideration to any putative
27 class member in the Action nor does it provide for the waiver, settlement, or release of any class
28 claims asserted on behalf of any putative class member in the Action other than Plaintiffs. Further,

1 the settlement does not contemplate the waiver of any claims by anyone other than Plaintiffs and does
2 not provide for the waiver of PAGA claims asserted on behalf of any employee or the State, such that
3 there is no allocation of civil penalties in the Settlement.

4 6. No notice is required to be given to the putative class because no notice of the pending
5 Action was ever given; there has been no publicity of which the Parties are aware; neither Plaintiffs
6 nor my office have communicated with any absent class members about the Action; there is no other
7 pending action, of which the Parties are aware, brought by a member of the putative class or including
8 an overlapping putative class; and the putative class is not reasonably ascertainable at the present
9 time; consequently, no absent putative class member will suffer prejudice as a result of this dismissal.

10 7. Plaintiffs, therefore, request that the Court enter a dismissal of this action *with*
11 *prejudice* as to Plaintiffs' individual claims and dismissal *without prejudice* of the class and
12 representative action claims, pursuant to the request submitted concurrently herewith.

13 8. Concurrent with the filing of this declaration and the request for dismissal, my office
14 has submitted the Settlement to the LWDA in compliance with Labor Code section 2699(1)(2). A true
15 and correct copy of the submission confirmation email is attached hereto as **Exhibit B**.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing
17 is true and correct and was executed on December 10, 2024 at Westlake Village, California.

18
19 *Daniel Gaines*
20 DANIEL F. GAINES
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EXHIBIT A

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This Settlement Agreement and General Release of All Claims (the "Agreement") is made by and between Luis Ruiz ("Plaintiff"), on one hand, and Lahham Automotive, Inc. ("Defendant"), on the other hand. Plaintiff and Defendant are referred to collectively as the "Parties." This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, a dispute arose between Plaintiff and Defendant arising out of Plaintiff's employment and termination of said employment with Defendant.

WHEREAS, on or about May 23, 2024, Plaintiff filed a First Amended Complaint, against Defendant in the Superior Court of the State of California, for the County of San Joaquin, Case No. STK-CV-UOE-2023-9779, entitled *Juan Rodriguez, Jr. et al. v. Lahham Automotive, Inc.*, alleging (1) failure to pay all wages due; (2) failure to provide rest breaks; (3) failure to provide meal breaks; (4) failure to reimburse all business-related expenses; (5) failure to provide accurate and itemized wage statements; (6) failure to timely pay wages at separation of employment; (7) unfair business practices; and (8) violations of the PAGA (the "Action").

WHEREAS, Defendant denies and disputes any and all of Plaintiff's claims;

WHEREAS, the Parties have negotiated in good faith a resolution of all disputes between them without any party admitting liability for any legal wrongdoing; and

WHEREAS, the Parties desire to avoid the disruption, inconvenience, uncertainty, and costs associated with litigation of the claims that Plaintiff has, had, or may claim to have arising out of Plaintiff's employment.

AGREEMENT

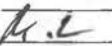
NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained in this Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by all Parties, the Parties agree as follows:

1. No Admission of Liability. This Agreement and compliance with it shall not be construed as an admission by Defendant and/or its agents of any liability whatsoever or as an admission by Defendant of any wrongdoing including but not limited to any claim for personal injury, or any violation of Plaintiff's rights under any common law, statute, or contract. Defendant specifically disclaims any wrongdoing and disclaims any liability to Plaintiff for any violation of Plaintiff's rights, including any violation of common law, statute, or contract.

2. Consideration to Plaintiff. In exchange for Plaintiff's execution of this Agreement and the undertakings set forth herein, and for no other reason, within thirty (30) days of the Effective Date of this Agreement as set forth in Paragraph 6 below, subject to the prior occurrence of the ADEA Effective Date, and the date of receipt by Defendant of executed applicable W-9 forms from Plaintiff and Plaintiff's Counsel, whichever date is later (the "Due Date"), Defendant shall pay to Plaintiff the total settlement sum of [REDACTED]

(\$ [REDACTED]) in

Plaintiff Initials: 

Defendant Initials: 

full and final settlement of all claims (hereinafter the "Settlement Payment"). The Settlement Payment shall be payable in three checks as follows:

- (a) One check made payable to "Luis Ruiz" in the amount of \$ [REDACTED], less applicable tax withholdings to be reported as wages on IRS form W-2 to Plaintiff;
- (b) One check payable to "Luis Ruiz" in the amount of \$ [REDACTED], which will be reported on an IRS Form 1099 to Plaintiff; and
- (c) One check payable to "Gaines & Gaines, APLC" in the amount of \$ [REDACTED], which will be reported on an IRS Form 1099 to Gaines & Gaines, APLC.
- (d) All Settlement Payments as set forth in this paragraph must be delivered to 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

Plaintiff acknowledges and agrees that as of the Effective Date of this Agreement, Plaintiff has timely received all wages, commissions, vacation pay, bonuses, and other compensation due from Defendant to Plaintiff's knowledge, and that Defendant shall owe Plaintiff nothing further once Plaintiff receives the Settlement Payment described above. Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases, that Plaintiff has not divulged any proprietary or confidential information of Defendant and will continue to maintain the confidentiality of such information consistent with Defendant's policies and Plaintiff's agreement(s) with Plaintiff and/or common law. Plaintiff further acknowledges that Plaintiff would not otherwise be entitled to the consideration set forth in this section were it not for the covenants, promises, and releases set forth hereunder. Upon tender of these sums, Defendant will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment to or between Plaintiff and counsel who Plaintiff may have retained and/or consulted with. By execution of this Agreement, Plaintiff agrees, acknowledges and represents that payment as set forth above is fully acceptable to Plaintiff.

3. Parties' Release of Claims. In consideration for the Settlement Payment referenced in paragraph 2 of this Agreement, the Parties hereby irrevocably and unconditionally release, acquit and forever discharge Plaintiff, Defendant, all its subsidiaries, parents, Lahham Automotive, Inc., Kia of Stockton, Lahham Auto Group, Inc., Lodi Toyota, predecessors, successors, investors, affiliates, owners, current and former employees, managing agents, servants, consultants, agents, directors, members, officers, independent contractors, representatives, insurers and reinsurers and attorneys (and their current and former servants, agents, employees, directors, officers, independent contractors, representatives, consultants, insurers, reinsurers and attorneys of any such subsidiaries, parents, predecessors, successors, or affiliates), and all persons acting by, through, under and/or in concert with any of them, and each of their respective heirs, successors, and assigns (hereinafter collectively referred to as "Releasees" or "Released Parties"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, filed or unfiled, in connection with the Action, Plaintiff's employment with Defendant and cessation thereof, and/or including but not limited to, employment claims, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort including defamation,

Plaintiff Initials: LR

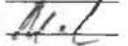
Defendant Initials: U.C.

or any legal restrictions on Defendant's right to hire, refusal to hire or terminate its employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) Section 503 of the Rehabilitation Act of 1973; (4) the Fair Labor Standards Act (including the Equal Pay Act); (5) the Americans with Disabilities Act; (6) the Age Discrimination in Employment Act of 1967, as amended; (7) the Federal Family and Medical Leave Act; (8) the Immigration Reform and Control Act; (9) the Federal Worker Readjustment and Retraining Notification Act; (10) the Employee Retirement Income Security Act, as amended; (11) the National Labor Relations Act; (12) the Genetic Information Nondiscrimination Act of 2008; (13) the United States Constitution; (14) the California Workers' Compensation Act; (15) the California Constitution; (16) the California Labor Code, including the Private Attorney General Act of 2004 ("PAGA"); (17) the California Business and Professions Code; (18) the California Government Code; (19) the California Family Rights Act; (20) the California Pregnancy Discrimination Act; (21) the California Wage Orders; (22) the Families First Coronavirus Response Act; (23) and/or (24) any other provision of federal, California state, or local statutory or common law or regulation (including whistleblower claims, claims for personal injury, invasion of privacy, negligent hiring, retention or supervision, defamation, intentional or negligent infliction of emotional distress and/or mental anguish, negligence, assault, battery, false imprisonment, retaliatory or wrongful discharge, and the like) (hereinafter collectively referred to as "Claim" or "Claims"), which either Party now has, owns or holds, or claims to have, own or hold, or which either Party at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees up to and including, as of the Effective Date of this Agreement as set forth in paragraph 6 below (with all of the foregoing included in the definition of the Action). This section explicitly excludes any and all worker's compensation claims.

The Parties agree not to participate, as to any released claims against any of the Releasees, in any class, collective, or representative action (including, but not limited, to, as a class representative and/or a named representative in a suit brought under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698 et seq., or California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.). Further, by executing this Agreement, Plaintiff represents, warrants, and confirms that Plaintiff is not an aggrieved employee for purposes of PAGA or for purposes of acting as a Private Attorney General under the PAGA, and specifically that Plaintiff did not suffer any violation that would form the basis for Plaintiff to pursue a claim under the PAGA. Moreover, Plaintiff disclaims any right to act as a Private Attorney General under the PAGA, and Plaintiff admits, acknowledges, and agrees that Plaintiff did not timely file an administrative complaint with the Labor and Workforce Development Agency and therefore cannot, and shall not, pursue claims under PAGA. To the extent Plaintiff is awarded any monetary or other relief as a result of any claims, actions, administrative, or other proceedings involving released claims against any of the Releasees, Plaintiff waives the right to such relief, and agrees to promptly return any monies that are so awarded or paid to him, to the respective Releasees who were ordered or otherwise required to pay such monies.

4. Taxes Indemnification. Plaintiff hereby represents and warrants that Plaintiff shall be solely responsible for the payment of any and all federal, state and local income taxes that are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement, other than any employer side taxes due on the wage payment. Plaintiff acknowledges and agrees that Releasees have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment for tax purposes, and agree that no further payment of money to Plaintiff or Plaintiff's counsel from

Plaintiff Initials: 

Defendant Initials: 

Releasees will be due in the event that the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income.

5. Waiver of Section 1542. The Parties hereby state that it is their intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs hereinabove released. The Parties hereby expressly waive and relinquish all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California, which provides:

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

6. Acknowledgment of Rights and Waiver of Claims Under the Age Discrimination in Employment Act ("ADEA"). Plaintiff acknowledges that Plaintiff is knowingly and voluntarily waiving and releasing any rights Plaintiff may have under the Age Discrimination in Employment Act of 1967 ("ADEA"). Plaintiff also acknowledges that the consideration given for the waiver and release in the preceding paragraph hereof is in addition to anything of value to which Plaintiff was already entitled. Plaintiff further acknowledges that Plaintiff has been advised by this writing, as required by the Older Workers' Benefit Protection Act, that: (a) Plaintiff's waiver and release does not apply to any rights or claims that may arise after the Effective Date of this Agreement; (b) Plaintiff should consult with an attorney prior to executing this Agreement; (c) Plaintiff has at least twenty-one (21) days to consider this Agreement (although Plaintiff may by Plaintiff's own choice execute this Agreement earlier); (d) Plaintiff has seven (7) days following the execution of this Agreement by the parties to revoke the Agreement; and (e) the Effective Date of this Agreement is subject to the prior occurrence of the expiration of the revocation period ("ADEA Effective Date"). The Effective Date of this Agreement is the date Plaintiff executes the Agreement. Plaintiff may revoke this release only by giving Defendant formal, written notice of Plaintiff's revocation of this release, to Attn: Christopher Alvarez, Fisher & Phillips LLP, 621 Capitol Mall, Suite 1400, Sacramento, California 95814, (916) 210-0400, to be received by Defendant by the close of business on the seventh day following Plaintiff's execution of this release.

7. Dismissal of Action. Since the intent of this Agreement is to bring to an end all claims, controversies, and causes of action Plaintiff may have or claim to have against Defendant, Plaintiff agrees to take all necessary steps to dismiss with prejudice any claim or cause of action that may be filed or pending against Defendant (and its subsidiaries, related companies, parents, successors and assigns, officers, directors, attorneys, agents, employees and former employees) related to Plaintiff's employment, including, but not necessarily limited to, the Action against Defendant. Plaintiff shall abandon his PAGA claim.

Regarding the Action, Plaintiff shall take all steps necessary to effect dismissal of same, and Plaintiff shall provide written proof of any and all dismissals to Defendant. Within three (3) court days of the Effective Date, the Parties will prepare, and Plaintiff will file with the court, a

Plaintiff Initials: LR
Defendant Initials: M.C.

Notice of Settlement for the entire case. Within three (3) court days of receiving the Settlement Payment, in consideration of the Settlement Payment, the Parties will prepare, Plaintiff will file with the court, a Request for Dismissal, with prejudice, of all of their individual claims in the Action in its entirety. In addition, the Plaintiff agrees to dismiss his Class Action claims and his PAGA representative claims, without prejudice. Plaintiff shall take all steps necessary to prepare and execute the Notice of Settlement and Request for Dismissal so that each are timely filed with court. Plaintiff shall submit a redacted version of this Agreement (redacted as to all dollar amounts in Paragraph 2) to the Court and the Labor and Workforce Development Agency in connection with the dismissal of the Action.

Except for the Action and the related claim with the LWDA, Plaintiff warrants that Plaintiff does not have any claim, charge, or complaint, either formal or informal, pending against Releasees, with any court, tribunal, administrative agency, governmental agency, or other such body except for a claim for benefits before the Workers' Compensation Appeals Board. To the extent that Plaintiff has any other existing claims, charges or suits against Releasees, Plaintiff will immediately dismiss same.

8. No Pending Claims. Except as described below and without regard to the claims released herein, Plaintiff agrees and covenants not to file any suit, charge or complaint against Released Parties in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of Plaintiff's employment or alleged employment or events that occurred while Plaintiff was employed with Defendant. Aside from the Action, Plaintiff further represents that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to Plaintiff's employment.

Nothing in this Agreement shall be construed to prohibit Plaintiff from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Plaintiff agrees to waive Plaintiff's right to recover monetary damages in any charge, complaint, or lawsuit filed by Plaintiff or by anyone else on Plaintiff's behalf.

9. Attorneys' Fees and Costs. All Parties shall bear their own costs and attorney's fees incurred in any way in connection with the Action.

10. Non-Disparagement. The Parties and any other person or entity acting on the Parties' behalf agrees and promises that they will not undertake any harassing or disparaging conduct directed at any Party, and that the Parties will refrain from making any negative, detracting, derogatory, and unfavorable statements about one another. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2). This Section is not intended to prevent cooperation with an administrative agency or court. This Section is also not intended to prevent a Party from exercising any other rights protected by law. Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing Plaintiff's Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement) or other otherwise cooperating with the National Labor Relation Board's investigative process. For purposes of this section, the Defendant is only responsible for statements made by its officers and directors.

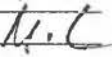
Plaintiff Initials: LR
Defendant Initials: M.C.

11. Confidentiality of Agreement. The Parties agree to maintain the confidentiality of this Agreement, and all matters relating to this Agreement, including but not limited to the alleged facts in dispute and negotiations between the Parties underlying this Agreement, except as needed to inform a court, their attorneys, tax counsel or Plaintiff's immediate family as well as in response to a subpoena or governmental inquiries such as by tax authorities. Should a Party be required to produce this Agreement, disclose its contents in response to a subpoena or governmental inquiry, or disclose any matter related to this Agreement, that Party shall provide the other Party with written notice of such production or disclosure at least five (5) days in advance of such production or disclosure. If, after being notified of a required production or disclosure pursuant to a subpoena or governmental inquiry, a Party allows disclosure of the Agreement, said disclosure of the Agreement shall not be treated as a general waiver of the Parties' confidentiality obligations pursuant to this Agreement, unless a Party expressly waives this provision in writing. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2). This Section is not intended to prevent cooperation with an administrative agency or court. This Section is also not intended to prevent a Party from exercising any other rights protected by law. Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing Plaintiff's Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement) or otherwise cooperating with the National Labor Relation Board's investigative process. For purposes of this section, the Defendant is only responsible for statements made by its officers and directors. The Parties believe this confidentiality provision is reasonable and intend to comply with it.

12. Liquidated Damages for Breach of Paragraphs 10 and 11 of this Agreement. Plaintiff acknowledges that a breach by Plaintiff of the terms set forth in paragraph 10 and 11 of this Agreement will cause substantial harm to Defendant and/or Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Plaintiff also acknowledges that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Plaintiff agrees that any breach by Plaintiff of Plaintiff's obligations under Paragraph 10 or 11 of this Agreement shall entitle Defendant to reasonable liquidated damages in the sum of Seven Thousand dollars (\$7,000.00) for each breach, as well as recovery of attorneys' fees and court costs suffered by Releasees in prosecuting such Action. Plaintiff agrees that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such proven breach of Paragraphs 10 or 11 of this Agreement would be difficult to ascertain.

13. Neutral Job Reference. Plaintiff agrees to direct all employment-related inquiries from prospective or future employers to Defendant's President at (209) 642-4022. Defendant acknowledges that for any such inquiries so directed, Defendant shall only furnish the following: (a) confirmation of employment dates and (b) position held. Apart from his dates of employment and position, no additional information about Plaintiff's employment with Defendant will be disclosed to any prospective employer, except for any disclosures required by law pursuant to subpoena or court order.

14. Liens or Assignments. Plaintiff represents and warrants that any other bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries or claims released in this Agreement are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for

Plaintiff Initials: 
Defendant Initials: 

satisfaction of any and all rights to payment, claims or liens that arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf related to all claims released pursuant to this Agreement. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims or lawsuit that may arise out of the claims released herein, including without limitation, all Medicare conditional payments, subrogation claims, liens, or other rights to payment, relating to any medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, except as set forth in the first sentence of this paragraph, Plaintiff will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

15. Medical Bills, Liens, and Other Potential Rights for Reimbursement.

(a) Responsibility for Satisfaction of All Liens. Plaintiff represents and warrants that all bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries, claims and/or the Action are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all demands for payment, claims or liens of any kind, which arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims and/or the Action including without limitation, all Medicare conditional payments, subrogation claims, liens or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, Plaintiff and Plaintiff's attorney will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

(b) Good Faith Resolution. This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such in the settlement terms.

(c) Representation that Employee is Not a Medicare Beneficiary. Plaintiff and Plaintiff's Counsel warrant that Employee is not a Medicare Beneficiary as of the date of this Agreement. Because the Employee is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare.

(d) Representation that No Medicare Conditional Payments Exist; Best Efforts to Obtain Confirmation. Plaintiff and Plaintiff's counsel further represent and warrant that they are aware of no Medicare conditional payments that have been made on Employee's behalf. The parties acknowledge and understand that any present or future action or decision by CMS or Medicare on this settlement, or Employee's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

(e) Agreement to Indemnify, Defend, and Hold Harmless. Plaintiff will indemnify, defend and hold Releasees harmless from any and all claims, liens, Medicare

Plaintiff Initials: LR
Defendant Initials: M.L.

conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages, including multiple damages, from Releasees relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Plaintiff's alleged injuries, claims and/or the Action, Plaintiff will defend and indemnify Releasees and hold Releasees harmless from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities. Furthermore, Plaintiff represents and warrants that if any conditional payments related to the accident(s), injury(ies), or illness(es) giving rise to this settlement are or have been made by Medicare, then within sixty (60) days of the execution of this Agreement, Plaintiff shall reimburse Medicare for such conditional payments as required by Medicare Secondary Payer law, including Medicare regulations at C.F.R. § 411.24(g) and (h). The Parties agree that all representations and warranties made herein shall survive settlement.

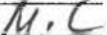
16. Voluntary Agreement. This release in all respects has been voluntarily and knowingly executed by Plaintiff with the express intention of effecting the legal consequences provided in the California Civil Code § 1542, that is, the extinguishment of obligations herein designated.

17. Voluntary Assistance. Plaintiff agrees that Plaintiff will not voluntarily aid or assist, either directly or indirectly, any individual or entity in the assertion or pursuit of any private claim or the prosecution of any private lawsuit, action, arbitration or judicial or administrative proceeding now existing or hereinafter arising against Defendant. Anything hereinabove to the contrary notwithstanding, nothing contained in this paragraph shall be construed to alter, diminish or limit Plaintiff's obligation to respond to any requests in the form of a subpoena, deposition notice, court order or otherwise requiring Plaintiff to appear at trial, hearing or deposition to give testimony.

18. Newly Discovered Facts. Plaintiff acknowledges that Plaintiff may hereafter discover facts different from or in addition to those that Plaintiff now knows of or believes to be true when Plaintiff expressly agreed to assume the risk of the possible discovery of additional facts, and Plaintiff agrees that this Agreement will be and remain effective regardless of such additional or different facts. Plaintiff expressly agrees that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

19. No Assignment of Claims. Plaintiff expressly warrants that Plaintiff has not transferred to any other person or entity any of the rights or causes of action released in this Agreement.

20. Entire Agreement. This Agreement embodies the entire agreement of all the parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Agreement except for any agreements Plaintiff may have signed during his employment regarding maintaining the confidentiality of proprietary or confidential information of Defendant. The parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their

Plaintiff Initials: 
Defendant Initials: 

behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers, or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the party against whom such an amendment or waiver is sought to be enforced.

21. Effect of Illegality. Should any part, term, or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

22. Fairness of Settlement. Plaintiff agrees that this settlement is fair, reasonable and adequate.

23. Attorneys' Fees. If any Party to this Agreement brings any sort of action to enforce any provision of this Agreement or for any breach of this Agreement, then the prevailing party in that action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action. Further, this agreement is governed by Code of Civil Procedure Section 664.6 and the Court shall retain jurisdiction to enforce this Agreement.

24. Interpretation of Agreement. Plaintiff agrees that any legal rule to the effect that ambiguities shall be resolved against the drafting party shall not apply in any interpretation of this Agreement. Venue for any dispute regarding this Agreement shall be in the Superior Court of California, County of San Joaquin.

25. Partial Invalidity. Should any portion, word, clause, phrase, sentence, or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

26. Governing Law and Jurisdiction. This Agreement shall be interpreted under the law of the State of California, both as to interpretation and performance.

27. Counterparts/Signatures. This Agreement may be executed by facsimile, email and/or electronically, in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes. The Parties may use electronic signature technology to expedite the execution of this Agreement pursuant to California Civil Code section 1633.7. Electronic signatures shall be deemed originals.

I, having read the foregoing Settlement Agreement and Release of All Claims and knowing the contents thereof, am effecting this Settlement and executing this Release after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Plaintiff Initials: LR
Defendant Initials: M.C.

Dated: 11 / 06 / 2024


Plaintiff Luis Ruiz

Dated: 12/04/2024


Defendant Lahham Automotive, Inc.
Name: Mike Lahham
Title: President

Plaintiff Initials: 
Defendant Initials: 

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This Settlement Agreement and General Release of All Claims (the "Agreement") is made by and between Juan Rodriguez, Jr. ("Plaintiff"), on one hand, and Lahham Automotive, Inc. ("Defendant"), on the other hand. Plaintiff and Defendant are referred to collectively as the "Parties." This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, a dispute arose between Plaintiff and Defendant arising out of Plaintiff's employment and termination of said employment with Defendant.

WHEREAS, on or about September 13, 2023, Plaintiff filed a Complaint, and subsequently, on or about May 23, 2024, Plaintiff filed a First Amended Complaint, against Defendant in the Superior Court of the State of California, for the County of San Joaquin, Case No. STK-CV-UOE-2023-9779, entitled *Juan Rodriguez, Jr. et al. v. Lahham Automotive, Inc.*, alleging (1) failure to pay all wages due; (2) failure to provide rest breaks; (3) failure to provide meal breaks; (4) failure to reimburse all business-related expenses; (5) failure to provide accurate and itemized wage statements; (6) failure to timely pay wages at separation of employment; (7) unfair business practices; and (8) violations of the PAGA (the "Action").

WHEREAS, Defendant denies and disputes any and all of Plaintiff's claims;

WHEREAS, the Parties have negotiated in good faith a resolution of all disputes between them without any party admitting liability for any legal wrongdoing; and

WHEREAS, the Parties desire to avoid the disruption, inconvenience, uncertainty, and costs associated with litigation of the claims that Plaintiff has, had, or may claim to have arising out of Plaintiff's employment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained in this Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by all Parties, the Parties agree as follows:

1. No Admission of Liability. This Agreement and compliance with it shall not be construed as an admission by Defendant and/or its agents of any liability whatsoever or as an admission by Defendant of any wrongdoing including but not limited to any claim for personal injury, or any violation of Plaintiff's rights under any common law, statute, or contract. Defendant specifically disclaims any wrongdoing and disclaims any liability to Plaintiff for any violation of Plaintiff's rights, including any violation of common law, statute, or contract.

2. Consideration to Plaintiff. In exchange for Plaintiff's execution of this Agreement and the undertakings set forth herein, and for no other reason, within thirty (30) days of the Effective Date of this Agreement as set forth in Paragraph 6 below and the date of receipt by Defendant of executed applicable W-9 forms from Plaintiff and Plaintiff's Counsel, whichever date is later (the "Due Date"), Defendant shall pay to Plaintiff the total settlement sum of [REDACTED]

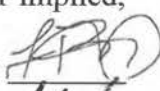
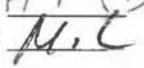
Plaintiff Initials: [Signature]
Defendant Initials: M.L.

[REDACTED] (\$ [REDACTED]) in full and final settlement of all claims (hereinafter the "Settlement Payment"). The Settlement Payment shall be payable in three checks as follows:

- (a) One check made payable to "Juan Rodriguez, Jr." in the amount of \$ [REDACTED], less applicable tax withholdings to be reported as wages on IRS form W-2 to Plaintiff;
- (b) One check payable to "Juan Rodriguez, Jr." in the amount of \$ [REDACTED], which will be reported on an IRS Form 1099 to Plaintiff; and
- (c) One check payable to "Gaines & Gaines, APLC" in the amount of \$ [REDACTED], which will be reported on an IRS Form 1099 to Gaines & Gaines, APLC.
- (d) All Settlement Payments as set forth in this paragraph must be delivered to 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

Plaintiff acknowledges and agrees that as of the Effective Date of this Agreement, Plaintiff has timely received all wages, commissions, vacation pay, bonuses, and other compensation due from Defendant to Plaintiff's knowledge, and that Defendant shall owe Plaintiff nothing further once Plaintiff receives the Settlement Payment described above. Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases, that Plaintiff has not divulged any proprietary or confidential information of Defendant and will continue to maintain the confidentiality of such information consistent with Defendant's policies and Plaintiff's agreement(s) with Plaintiff and/or common law. Plaintiff further acknowledges that Plaintiff would not otherwise be entitled to the consideration set forth in this section were it not for the covenants, promises, and releases set forth hereunder. Upon tender of these sums, Defendant will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment to or between Plaintiff and counsel who Plaintiff may have retained and/or consulted with. By execution of this Agreement, Plaintiff agrees, acknowledges and represents that payment as set forth above is fully acceptable to Plaintiff.

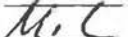
3. Parties' Release of Claims. In consideration for the Settlement Payment referenced in paragraph 2 of this Agreement, the Parties hereby irrevocably and unconditionally release, acquit and forever discharge Plaintiff, Defendant, all its subsidiaries, parents, Lahham Automotive, Inc., Kia of Stockton, Lahham Auto Group, Inc., Lodi Toyota, predecessors, successors, investors, affiliates, owners, current and former employees, managing agents, servants, consultants, agents, directors, members, officers, independent contractors, representatives, insurers and reinsurers and attorneys (and their current and former servants, agents, employees, directors, officers, independent contractors, representatives, consultants, insurers, reinsurers and attorneys of any such subsidiaries, parents, predecessors, successors, or affiliates), and all persons acting by, through, under and/or in concert with any of them, and each of their respective heirs, successors, and assigns (hereinafter collectively referred to as "Releasees" or "Released Parties"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, filed or unfiled, in connection with the Action, Plaintiff's employment with Defendant and cessation thereof, and/or including but not limited to, employment claims, rights arising out of alleged violations of any contracts, express or implied,

Plaintiff Initials: 
Defendant Initials: 

any covenant of good faith and fair dealing, express or implied, or any tort including defamation, or any legal restrictions on Defendant's right to hire, refusal to hire or terminate its employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) Section 503 of the Rehabilitation Act of 1973; (4) the Fair Labor Standards Act (including the Equal Pay Act); (5) the Americans with Disabilities Act; (6) the Age Discrimination in Employment Act of 1967, as amended; (7) the Federal Family and Medical Leave Act; (8) the Immigration Reform and Control Act; (9) the Federal Worker Readjustment and Retraining Notification Act; (10) the Employee Retirement Income Security Act, as amended; (11) the National Labor Relations Act; (12) the Genetic Information Nondiscrimination Act of 2008; (13) the United States Constitution; (14) the California Workers' Compensation Act; (15) the California Constitution; (16) the California Labor Code, including the Private Attorney General Act of 2004 ("PAGA"); (17) the California Business and Professions Code; (18) the California Government Code; (19) the California Family Rights Act; (20) the California Pregnancy Discrimination Act; (21) the California Wage Orders; (22) the Families First Coronavirus Response Act; (23) and/or (24) any other provision of federal, California state, or local statutory or common law or regulation (including whistleblower claims, claims for personal injury, invasion of privacy, negligent hiring, retention or supervision, defamation, intentional or negligent infliction of emotional distress and/or mental anguish, negligence, assault, battery, false imprisonment, retaliatory or wrongful discharge, and the like) (hereinafter collectively referred to as "Claim" or "Claims"), which either Party now has, owns or holds, or claims to have, own or hold, or which either Party at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees up to and including, as of the Effective Date of this Agreement as set forth in paragraph 6 below (with all of the foregoing included in the definition of the Action). This section explicitly excludes any and all worker's compensation claims.

The Parties agree not to participate, as to any released claims against any of the Releasees, in any class, collective, or representative action (including, but not limited, to, as a class representative and/or a named representative in a suit brought under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698 et seq., or California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.). Further, by executing this Agreement, Plaintiff represents, warrants, and confirms that Plaintiff is not an aggrieved employee for purposes of PAGA or for purposes of acting as a Private Attorney General under the PAGA, and specifically that Plaintiff did not suffer any violation that would form the basis for Plaintiff to pursue a claim under the PAGA. Moreover, Plaintiff disclaims any right to act as a Private Attorney General under the PAGA, and Plaintiff admits, acknowledges, and agrees that Plaintiff did not timely file an administrative complaint with the Labor and Workforce Development Agency and therefore cannot, and shall not, pursue claims under PAGA. To the extent Plaintiff is awarded any monetary or other relief as a result of any claims, actions, administrative, or other proceedings involving released claims against any of the Releasees, Plaintiff waives the right to such relief, and agrees to promptly return any monies that are so awarded or paid to him, to the respective Releasees who were ordered or otherwise required to pay such monies.

4. Taxes Indemnification. Plaintiff hereby represents and warrants that Plaintiff shall be solely responsible for the payment of any and all federal, state and local income taxes that are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement, other than any employer side taxes due on the wage payment. Plaintiff acknowledges and agrees that Releasees have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment for

Plaintiff Initials: 
Defendant Initials: 

tax purposes, and agree that no further payment of money to Plaintiff or Plaintiff's counsel from Releasees will be due in the event that the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income.

5. Waiver of Section 1542. The Parties hereby state that it is their intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs hereinabove released. The Parties hereby expressly waive and relinquish all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California, which provides:

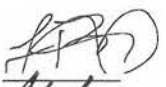
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. Effective Date. *The Effective Date of this Agreement is the date Plaintiff executes the Agreement.*

7. Dismissal of Action. Since the intent of this Agreement is to bring to an end all claims, controversies, and causes of action Plaintiff may have or claim to have against Defendant, Plaintiff agrees to take all necessary steps to dismiss with prejudice any claim or cause of action that may be filed or pending against Defendant (and its subsidiaries, related companies, parents, successors and assigns, officers, directors, attorneys, agents, employees and former employees) related to Plaintiff's employment, including, but not necessarily limited to, the Action against Defendant. Plaintiff shall abandon his PAGA claim.

Regarding the Action, Plaintiff shall take all steps necessary to effect dismissal of same, and Plaintiff shall provide written proof of any and all dismissals to Defendant. Within three (3) court days of the Effective Date, the Parties will prepare, and Plaintiff will file with the court, a Notice of Settlement for the entire case. Within three (3) court days of receiving the Settlement Payment, in consideration of the Settlement Payment, the Parties will prepare, Plaintiff will file with the court, a Request for Dismissal, with prejudice, of all of their individual claims in the Action in its entirety. In addition, the Plaintiff agrees to dismiss his Class Action claims and his PAGA representative claims, without prejudice. Plaintiff shall take all steps necessary to prepare and execute the Notice of Settlement and Request for Dismissal so that each are timely filed with court. Plaintiff shall submit a redacted version of this Agreement (redacted as to all dollar amounts in Paragraph 2) to the Court and the Labor and Workforce Development Agency in connection with the dismissal of the Action.

Except for the Action and the related claim with the LWDA, Plaintiff warrants that Plaintiff does not have any claim, charge, or complaint, either formal or informal, pending against Releasees, with any court, tribunal, administrative agency, governmental agency, or other such body except for a claim for benefits before the Workers' Compensation Appeals Board. To the extent that Plaintiff has any other existing claims, charges or suits against Releasees, Plaintiff will immediately dismiss same.

Plaintiff Initials: 
Defendant Initials: M. L.

8. No Pending Claims. Except as described below and without regard to the claims released herein, Plaintiff agrees and covenants not to file any suit, charge or complaint against Released Parties in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of Plaintiff's employment or alleged employment or events that occurred while Plaintiff was employed with Defendant. Aside from the Action, Plaintiff further represents that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to Plaintiff's employment.

Nothing in this Agreement shall be construed to prohibit Plaintiff from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Plaintiff agrees to waive Plaintiff's right to recover monetary damages in any charge, complaint, or lawsuit filed by Plaintiff or by anyone else on Plaintiff's behalf.

9. Attorneys' Fees and Costs. All Parties shall bear their own costs and attorney's fees incurred in any way in connection with the Action.

10. Non-Disparagement. The Parties and any other person or entity acting on the Parties' behalf agrees and promises that they will not undertake any harassing or disparaging conduct directed at any Party, and that the Parties will refrain from making any negative, detracting, derogatory, and unfavorable statements about one another. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2).. This Section is not intended to prevent cooperation with an administrative agency or court. This Section is also not intended to prevent a Party from exercising any other rights protected by law. Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing Plaintiff's Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement) or other otherwise cooperating with the National Labor Relation Board's investigative process. For purposes of this section, the Defendant is only responsible for statements made by its officers and directors.

11. Confidentiality of Agreement. The Parties agree to maintain the confidentiality of this Agreement, and all matters relating to this Agreement, including but not limited to the alleged facts in dispute and negotiations between the Parties underlying this Agreement, except as needed to inform a court, their attorneys, tax counsel or Plaintiff's immediate family as well as in response to a subpoena or governmental inquiries such as by tax authorities. Should a Party be required to produce this Agreement, disclose its contents in response to a subpoena or governmental inquiry, or disclose any matter related to this Agreement, that Party shall provide the other Party with written notice of such production or disclosure at least five (5) days in advance of such production or disclosure. If, after being notified of a required production or disclosure pursuant to a subpoena or governmental inquiry, a Party allows disclosure of the Agreement, said disclosure of the Agreement shall not be treated as a general waiver of the Parties' confidentiality obligations pursuant to this Agreement, unless a Party expressly waives this provision in writing. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2). This Section is not intended to prevent cooperation with an

Plaintiff Initials: 
Defendant Initials: U. C

administrative agency or court. This Section is also not intended to prevent a Party from exercising any other rights protected by law. Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing Plaintiff's Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement) or other otherwise cooperating with the National Labor Relation Board's investigative process. For purposes of this section, the Defendant is only responsible for statements made by its officers and directors. The Parties believe this confidentiality provision is reasonable and intend to comply with it.

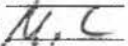
12. Liquidated Damages for Breach of Paragraphs 10 and 11 of this Agreement. Plaintiff acknowledges that a breach by Plaintiff of the terms set forth in paragraph 10 and 11 of this Agreement will cause substantial harm to Defendant and/or Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Plaintiff also acknowledges that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Plaintiff agrees that any breach by Plaintiff of Plaintiff's obligations under Paragraph 10 or 11 of this Agreement shall entitle Defendant to reasonable liquidated damages in the sum of Thirteen Thousand dollars (\$13,000.00) for each breach, as well as recovery of attorneys' fees and court costs suffered by Releasees in prosecuting such Action. Plaintiff agrees that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such proven breach of Paragraphs 10 or 11 of this Agreement would be difficult to ascertain.

13. Neutral Job Reference. Plaintiff agrees to direct all employment-related inquiries from prospective or future employers to Defendant's President at (209) 642-4022. Defendant acknowledges that for any such inquiries so directed, Defendant shall only furnish the following: (a) confirmation of employment dates and (b) position held. Apart from his dates of employment and position, no additional information about Plaintiff's employment with Defendant will be disclosed to any prospective employer, except for any disclosures required by law pursuant to subpoena or court order.

14. Liens or Assignments. Plaintiff represents and warrants that any other bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries or claims released in this Agreement are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all rights to payment, claims or liens that arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf related to all claims released pursuant to this Agreement. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims or lawsuit that may arise out of the claims released herein, including without limitation, all Medicare conditional payments, subrogation claims, liens, or other rights to payment, relating to any medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, except as set forth in the first sentence of this paragraph, Plaintiff will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

15. Medical Bills, Liens, and Other Potential Rights for Reimbursement.

(a) Responsibility for Satisfaction of All Liens. Plaintiff represents and warrants that all bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries, claims and/or

Plaintiff Initials: 
Defendant Initials: 

the Action are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all demands for payment, claims or liens of any kind, which arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims and/or the Action including without limitation, all Medicare conditional payments, subrogation claims, liens or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, Plaintiff and Plaintiff's attorney will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

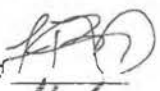
(b) Good Faith Resolution. This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such in the settlement terms.

(c) Representation that Employee is Not a Medicare Beneficiary. Plaintiff and Plaintiff's Counsel warrant that Employee is not a Medicare Beneficiary as of the date of this Agreement. Because the Employee is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare.

(d) Representation that No Medicare Conditional Payments Exist; Best Efforts to Obtain Confirmation. Plaintiff and Plaintiff's counsel further represent and warrant that they are aware of no Medicare conditional payments that have been made on Employee's behalf. The parties acknowledge and understand that any present or future action or decision by CMS or Medicare on this settlement, or Employee's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

(e) Agreement to Indemnify, Defend, and Hold Harmless. Plaintiff will indemnify, defend and hold Releasees harmless from any and all claims, liens, Medicare conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages, including multiple damages, from Releasees relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Plaintiff's alleged injuries, claims and/or the Action, Plaintiff will defend and indemnify Releasees and hold Releasees harmless from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities. Furthermore, Plaintiff represents and warrants that if any conditional payments related to the accident(s), injury(ies), or illness(es) giving rise to this settlement are or have been made by Medicare, then within sixty (60) days of the execution of this Agreement, Plaintiff shall reimburse Medicare for such conditional payments as required by Medicare Secondary Payer law, including Medicare regulations at C.F.R. § 411.24(g) and (h). The Parties agree that all representations and warranties made herein shall survive settlement.

16. Voluntary Agreement. This release in all respects has been voluntarily and knowingly executed by Plaintiff with the express intention of effecting the legal consequences

Plaintiff Initials: 
Defendant Initials: M.C.

provided in the California Civil Code § 1542, that is, the extinguishment of obligations herein designated.

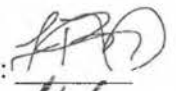
17. Voluntary Assistance. Plaintiff agrees that Plaintiff will not voluntarily aid or assist, either directly or indirectly, any individual or entity in the assertion or pursuit of any private claim or the prosecution of any private lawsuit, action, arbitration or judicial or administrative proceeding now existing or hereinafter arising against Defendant. Anything hereinabove to the contrary notwithstanding, nothing contained in this paragraph shall be construed to alter, diminish or limit Plaintiff's obligation to respond to any requests in the form of a subpoena, deposition notice, court order or otherwise requiring Plaintiff to appear at trial, hearing or deposition to give testimony.

18. Newly Discovered Facts. Plaintiff acknowledges that Plaintiff may hereafter discover facts different from or in addition to those that Plaintiff now knows of or believes to be true when Plaintiff expressly agreed to assume the risk of the possible discovery of additional facts, and Plaintiff agrees that this Agreement will be and remain effective regardless of such additional or different facts. Plaintiff expressly agrees that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

19. No Assignment of Claims. Plaintiff expressly warrants that Plaintiff has not transferred to any other person or entity any of the rights or causes of action released in this Agreement.

20. Entire Agreement. This Agreement embodies the entire agreement of all the parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Agreement except for any agreements Plaintiff may have signed during his employment regarding maintaining the confidentiality of proprietary or confidential information of Defendant. The parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers, or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the party against whom such an amendment or waiver is sought to be enforced.

21. Effect of Illegality. Should any part, term, or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

Plaintiff Initials: 
Defendant Initials: M.C.

22. Fairness of Settlement. Plaintiff agrees that this settlement is fair, reasonable and adequate.

23. Attorneys' Fees. If any Party to this Agreement brings any sort of action to enforce any provision of this Agreement or for any breach of this Agreement, then the prevailing party in that action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action. Further, this agreement is governed by Code of Civil Procedure Section 664.6 and the Court shall retain jurisdiction to enforce this Agreement.

24. Interpretation of Agreement. Plaintiff agrees that any legal rule to the effect that ambiguities shall be resolved against the drafting party shall not apply in any interpretation of this Agreement. Venue for any dispute regarding this Agreement shall be in the Superior Court of California, County of San Joaquin.

25. Partial Invalidity. Should any portion, word, clause, phrase, sentence, or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

26. Governing Law and Jurisdiction. This Agreement shall be interpreted under the law of the State of California, both as to interpretation and performance.

27. Counterparts/Signatures. This Agreement may be executed by facsimile, email and/or electronically, in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes. The Parties may use electronic signature technology to expedite the execution of this Agreement pursuant to California Civil Code section 1633.7. Electronic signatures shall be deemed originals.

I, having read the foregoing Settlement Agreement and Release of All Claims and knowing the contents thereof, am effecting this Settlement and executing this Release after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: 11 / 06 / 2024

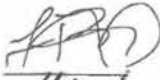
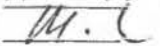


Plaintiff Juan Rodriguez, Jr.

Dated: 12/07/2024



Defendant Lahham Automotive, Inc.
Name: Mike Lahham
Title: President

Plaintiff Initials: 
Defendant Initials: 

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This Settlement Agreement and General Release of All Claims (the "Agreement") is made by and between Marvin Pena ("Plaintiff"), on one hand, and Lahham Automotive, Inc. ("Defendant"), on the other hand. Plaintiff and Defendant are referred to collectively as the "Parties." This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, a dispute arose between Plaintiff and Defendant arising out of Plaintiff's employment and termination of said employment with Defendant.

WHEREAS, on or about May 23, 2024, Plaintiff filed a First Amended Complaint, against Defendant in the Superior Court of the State of California, for the County of San Joaquin, Case No. STK-CV-UOE-2023-9779, entitled *Juan Rodriguez, Jr. et al. v. Lahham Automotive, Inc.*, alleging (1) failure to pay all wages due; (2) failure to provide rest breaks; (3) failure to provide meal breaks; (4) failure to reimburse all business-related expenses; (5) failure to provide accurate and itemized wage statements; (6) failure to timely pay wages at separation of employment; (7) unfair business practices; and (8) violations of the PAGA (the "Action").

WHEREAS, Defendant denies and disputes any and all of Plaintiff's claims;

WHEREAS, the Parties have negotiated in good faith a resolution of all disputes between them without any party admitting liability for any legal wrongdoing; and

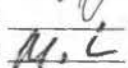
WHEREAS, the Parties desire to avoid the disruption, inconvenience, uncertainty, and costs associated with litigation of the claims that Plaintiff has, had, or may claim to have arising out of Plaintiff's employment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained in this Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by all Parties, the Parties agree as follows:

1. No Admission of Liability. This Agreement and compliance with it shall not be construed as an admission by Defendant and/or its agents of any liability whatsoever or as an admission by Defendant of any wrongdoing including but not limited to any claim for personal injury, or any violation of Plaintiff's rights under any common law, statute, or contract. Defendant specifically disclaims any wrongdoing and disclaims any liability to Plaintiff for any violation of Plaintiff's rights, including any violation of common law, statute, or contract.

2. Consideration to Plaintiff. In exchange for Plaintiff's execution of this Agreement and the undertakings set forth herein, and for no other reason, within thirty (30) days of the Effective Date of this Agreement as set forth in Paragraph 6 below and the date of receipt by Defendant of executed applicable W-9 forms from Plaintiff and Plaintiff's Counsel, whichever date is later (the "Due Date"), Defendant shall pay to Plaintiff the total settlement sum of [REDACTED]

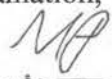
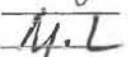
Plaintiff Initials: 
Defendant Initials: 

██████ (\$██████) in full and final settlement of all claims (hereinafter the "Settlement Payment"). The Settlement Payment shall be payable in three checks as follows:

- (a) One check made payable to "Marvin Pena" in the amount of \$██████, less applicable tax withholdings to be reported as wages on IRS form W-2 to Plaintiff;
- (b) One check payable to "Marvin Pena" in the amount of \$██████, which will be reported on an IRS Form 1099 to Plaintiff; and
- (c) One check payable to "Gaines & Gaines, APLC" in the amount of \$██████, which will be reported on an IRS Form 1099 to Gaines & Gaines, APLC.
- (d) All Settlement Payments as set forth in this paragraph must be delivered to 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

Plaintiff acknowledges and agrees that as of the Effective Date of this Agreement, Plaintiff has timely received all wages, commissions, vacation pay, bonuses, and other compensation due from Defendant to Plaintiff's knowledge, and that Defendant shall owe Plaintiff nothing further once Plaintiff receives the Settlement Payment described above. Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases, that Plaintiff has not divulged any proprietary or confidential information of Defendant and will continue to maintain the confidentiality of such information consistent with Defendant's policies and Plaintiff's agreement(s) with Plaintiff and/or common law. Plaintiff further acknowledges that Plaintiff would not otherwise be entitled to the consideration set forth in this section were it not for the covenants, promises, and releases set forth hereunder. Upon tender of these sums, Defendant will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment to or between Plaintiff and counsel who Plaintiff may have retained and/or consulted with. By execution of this Agreement, Plaintiff agrees, acknowledges and represents that payment as set forth above is fully acceptable to Plaintiff.

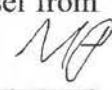
3. Parties' Release of Claims. In consideration for the Settlement Payment referenced in paragraph 2 of this Agreement, the Parties hereby irrevocably and unconditionally release, acquit and forever discharge Plaintiff, Defendant, all its subsidiaries, parents, Lahham Automotive, Inc., Kia of Stockton, Lahham Auto Group, Inc., Lodi Toyota, predecessors, successors, investors, affiliates, owners, current and former employees, managing agents, servants, consultants, agents, directors, members, officers, independent contractors, representatives, insurers and reinsurers and attorneys (and their current and former servants, agents, employees, directors, officers, independent contractors, representatives, consultants, insurers, reinsurers and attorneys of any such subsidiaries, parents, predecessors, successors, or affiliates), and all persons acting by, through, under and/or in concert with any of them, and each of their respective heirs, successors, and assigns (hereinafter collectively referred to as "Releasees" or "Released Parties"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, filed or unfiled, in connection with the Action, Plaintiff's employment with Defendant and cessation thereof, and/or including but not limited to, employment claims, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort including defamation,

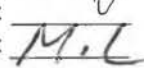
Plaintiff Initials: 
Defendant Initials: 

or any legal restrictions on Defendant's right to hire, refusal to hire or terminate its employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) Section 503 of the Rehabilitation Act of 1973; (4) the Fair Labor Standards Act (including the Equal Pay Act); (5) the Americans with Disabilities Act; (6) the Age Discrimination in Employment Act of 1967, as amended; (7) the Federal Family and Medical Leave Act; (8) the Immigration Reform and Control Act; (9) the Federal Worker Readjustment and Retraining Notification Act; (10) the Employee Retirement Income Security Act, as amended; (11) the National Labor Relations Act; (12) the Genetic Information Nondiscrimination Act of 2008; (13) the United States Constitution; (14) the California Workers' Compensation Act; (15) the California Constitution; (16) the California Labor Code, including the Private Attorney General Act of 2004 ("PAGA"); (17) the California Business and Professions Code; (18) the California Government Code; (19) the California Family Rights Act; (20) the California Pregnancy Discrimination Act; (21) the California Wage Orders; (22) the Families First Coronavirus Response Act; (23) and/or (24) any other provision of federal, California state, or local statutory or common law or regulation (including whistleblower claims, claims for personal injury, invasion of privacy, negligent hiring, retention or supervision, defamation, intentional or negligent infliction of emotional distress and/or mental anguish, negligence, assault, battery, false imprisonment, retaliatory or wrongful discharge, and the like) (hereinafter collectively referred to as "Claim" or "Claims"), which either Party now has, owns or holds, or claims to have, own or hold, or which either Party at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees up to and including, as of the Effective Date of this Agreement as set forth in paragraph 6 below (with all of the foregoing included in the definition of the Action). This section explicitly excludes any and all worker's compensation claims.

The Parties agree not to participate, as to any released claims against any of the Releasees, in any class, collective, or representative action (including, but not limited, to, as a class representative and/or a named representative in a suit brought under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698 et seq., or California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.). Further, by executing this Agreement, Plaintiff represents, warrants, and confirms that Plaintiff is not an aggrieved employee for purposes of PAGA or for purposes of acting as a Private Attorney General under the PAGA, and specifically that Plaintiff did not suffer any violation that would form the basis for Plaintiff to pursue a claim under the PAGA. Moreover, Plaintiff disclaims any right to act as a Private Attorney General under the PAGA, and Plaintiff admits, acknowledges, and agrees that Plaintiff did not timely file an administrative complaint with the Labor and Workforce Development Agency and therefore cannot, and shall not, pursue claims under PAGA. To the extent Plaintiff is awarded any monetary or other relief as a result of any claims, actions, administrative, or other proceedings involving released claims against any of the Releasees, Plaintiff waives the right to such relief, and agrees to promptly return any monies that are so awarded or paid to him, to the respective Releasees who were ordered or otherwise required to pay such monies.

4. Taxes Indemnification. Plaintiff hereby represents and warrants that Plaintiff shall be solely responsible for the payment of any and all federal, state and local income taxes that are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement, other than any employer side taxes due on the wage payment. Plaintiff acknowledges and agrees that Releasees have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment for tax purposes, and agree that no further payment of money to Plaintiff or Plaintiff's counsel from

Plaintiff Initials: 

Defendant Initials: 

Releasees will be due in the event that the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income.

5. Waiver of Section 1542. The Parties hereby state that it is their intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs hereinabove released. The Parties hereby expressly waive and relinquish all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California, which provides:

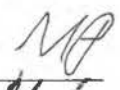
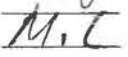
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. Effective Date. The Effective Date of this Agreement is the date Plaintiff executes the Agreement.

7. Dismissal of Action. Since the intent of this Agreement is to bring to an end all claims, controversies, and causes of action Plaintiff may have or claim to have against Defendant, Plaintiff agrees to take all necessary steps to dismiss with prejudice any claim or cause of action that may be filed or pending against Defendant (and its subsidiaries, related companies, parents, successors and assigns, officers, directors, attorneys, agents, employees and former employees) related to Plaintiff's employment, including, but not necessarily limited to, the Action against Defendant. Plaintiff shall abandon his PAGA claim.

Regarding the Action, Plaintiff shall take all steps necessary to effect dismissal of same, and Plaintiff shall provide written proof of any and all dismissals to Defendant. Within three (3) court days of the Effective Date, the Parties will prepare, and Plaintiff will file with the court, a Notice of Settlement for the entire case. Within three (3) court days of receiving the Settlement Payment, in consideration of the Settlement Payment, the Parties will prepare, Plaintiff will file with the court, a Request for Dismissal, with prejudice, of all of their individual claims in the Action in its entirety. In addition, the Plaintiff agrees to dismiss his Class Action claims and his PAGA representative claims, without prejudice. Plaintiff shall take all steps necessary to prepare and execute the Notice of Settlement and Request for Dismissal so that each are timely filed with court. Plaintiff shall submit a redacted version of this Agreement (redacted as to all dollar amounts in Paragraph 2) to the Court and the Labor and Workforce Development Agency in connection with the dismissal of the Action.

Except for the Action and the related claim with the LWDA, Plaintiff warrants that Plaintiff does not have any claim, charge, or complaint, either formal or informal, pending against Releasees, with any court, tribunal, administrative agency, governmental agency, or other such body except for a claim for benefits before the Workers' Compensation Appeals Board. To the extent that Plaintiff has any other existing claims, charges or suits against Releasees, Plaintiff will immediately dismiss same.

Plaintiff Initials: 
Defendant Initials: 

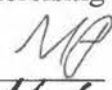
8. No Pending Claims. Except as described below and without regard to the claims released herein, Plaintiff agrees and covenants not to file any suit, charge or complaint against Released Parties in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of Plaintiff's employment or alleged employment or events that occurred while Plaintiff was employed with Defendant. Aside from the Action, Plaintiff further represents that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to Plaintiff's employment.

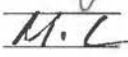
Nothing in this Agreement shall be construed to prohibit Plaintiff from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Plaintiff agrees to waive Plaintiff's right to recover monetary damages in any charge, complaint, or lawsuit filed by Plaintiff or by anyone else on Plaintiff's behalf.

9. Attorneys' Fees and Costs. All Parties shall bear their own costs and attorney's fees incurred in any way in connection with the Action.

10. Non-Disparagement. The Parties and any other person or entity acting on the Parties' behalf agrees and promises that they will not undertake any harassing or disparaging conduct directed at any Party, and that the Parties will refrain from making any negative, detracting, derogatory, and unfavorable statements about one another. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2). This Section is not intended to prevent cooperation with an administrative agency or court. This Section is also not intended to prevent a Party from exercising any other rights protected by law. Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing Plaintiff's Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement) or other otherwise cooperating with the National Labor Relation Board's investigative process. For purposes of this section, the Defendant is only responsible for statements made by its officers and directors.

11. Confidentiality of Agreement. The Parties agree to maintain the confidentiality of this Agreement, and all matters relating to this Agreement, including but not limited to the alleged facts in dispute and negotiations between the Parties underlying this Agreement, except as needed to inform a court, their attorneys, tax counsel or Plaintiff's immediate family as well as in response to a subpoena or governmental inquiries such as by tax authorities. Should a Party be required to produce this Agreement, disclose its contents in response to a subpoena or governmental inquiry, or disclose any matter related to this Agreement, that Party shall provide the other Party with written notice of such production or disclosure at least five (5) days in advance of such production or disclosure. If, after being notified of a required production or disclosure pursuant to a subpoena or governmental inquiry, a Party allows disclosure of the Agreement, said disclosure of the Agreement shall not be treated as a general waiver of the Parties' confidentiality obligations pursuant to this Agreement, unless a Party expressly waives this provision in writing. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2). This Section is not intended to prevent cooperation with an administrative agency or court. This Section is also not intended to prevent a Party from exercising

Plaintiff Initials: 

Defendant Initials: 

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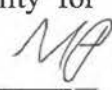
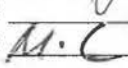
12. Liquidated Damages for Breach of Paragraphs 10 and 11 of this Agreement. Plaintiff acknowledges that a breach by Plaintiff of the terms set forth in paragraph 10 and 11 of this Agreement will cause substantial harm to Defendant and/or Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Plaintiff also acknowledges that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Plaintiff agrees that any breach by Plaintiff of Plaintiff's obligations under Paragraph 10 or 11 of this Agreement shall entitle Defendant to reasonable liquidated damages in the sum of Six Thousand dollars (\$6,000.00) for each breach, as well as recovery of attorneys' fees and court costs suffered by Releasees in prosecuting such Action. Plaintiff agrees that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such proven breach of Paragraphs 10 or 11 of this Agreement would be difficult to ascertain.

13. Neutral Job Reference. Plaintiff agrees to direct all employment-related inquiries from prospective or future employers to Defendant's President at (209) 642-4022. Defendant acknowledges that for any such inquiries so directed, Defendant shall only furnish the following: (a) confirmation of employment dates and (b) position held. Apart from his dates of employment and position, no additional information about Plaintiff's employment with Defendant will be disclosed to any prospective employer, except for any disclosures required by law pursuant to subpoena or court order.

14. Liens or Assignments. Plaintiff represents and warrants that any other bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries or claims released in this Agreement are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all rights to payment, claims or liens that arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf related to all claims released pursuant to this Agreement. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims or lawsuit that may arise out of the claims released herein, including without limitation, all Medicare conditional payments, subrogation claims, liens, or other rights to payment, relating to any medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, except as set forth in the first sentence of this paragraph, Plaintiff will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

15. Medical Bills, Liens, and Other Potential Rights for Reimbursement.

(a) Responsibility for Satisfaction of All Liens. Plaintiff represents and warrants that all bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries, claims and/or the Action are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for

Plaintiff Initials: 
Defendant Initials: 

satisfaction of any and all demands for payment, claims or liens of any kind, which arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims and/or the Action including without limitation, all Medicare conditional payments, subrogation claims, liens or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, Plaintiff and Plaintiff's attorney will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

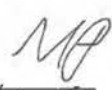
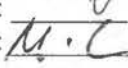
(b) Good Faith Resolution. This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such in the settlement terms.

(c) Representation that Employee is Not a Medicare Beneficiary. Plaintiff and Plaintiff's Counsel warrant that Employee is not a Medicare Beneficiary as of the date of this Agreement. Because the Employee is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare.

(d) Representation that No Medicare Conditional Payments Exist; Best Efforts to Obtain Confirmation. Plaintiff and Plaintiff's counsel further represent and warrant that they are aware of no Medicare conditional payments that have been made on Employee's behalf. The parties acknowledge and understand that any present or future action or decision by CMS or Medicare on this settlement, or Employee's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

(e) Agreement to Indemnify, Defend, and Hold Harmless. Plaintiff will indemnify, defend and hold Releasees harmless from any and all claims, liens, Medicare conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages, including multiple damages, from Releasees relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Plaintiff's alleged injuries, claims and/or the Action, Plaintiff will defend and indemnify Releasees and hold Releasees harmless from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities. Furthermore, Plaintiff represents and warrants that if any conditional payments related to the accident(s), injury(ies), or illness(es) giving rise to this settlement are or have been made by Medicare, then within sixty (60) days of the execution of this Agreement, Plaintiff shall reimburse Medicare for such conditional payments as required by Medicare Secondary Payer law, including Medicare regulations at C.F.R. § 411.24(g) and (h). The Parties agree that all representations and warranties made herein shall survive settlement.

16. Voluntary Agreement. This release in all respects has been voluntarily and knowingly executed by Plaintiff with the express intention of effecting the legal consequences provided in the California Civil Code § 1542, that is, the extinguishment of obligations herein designated.

Plaintiff Initials: 
Defendant Initials: 

17. Voluntary Assistance. Plaintiff agrees that Plaintiff will not voluntarily aid or assist, either directly or indirectly, any individual or entity in the assertion or pursuit of any private claim or the prosecution of any private lawsuit, action, arbitration or judicial or administrative proceeding now existing or hereinafter arising against Defendant. Anything hereinabove to the contrary notwithstanding, nothing contained in this paragraph shall be construed to alter, diminish or limit Plaintiff's obligation to respond to any requests in the form of a subpoena, deposition notice, court order or otherwise requiring Plaintiff to appear at trial, hearing or deposition to give testimony.

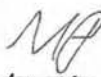
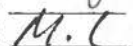
18. Newly Discovered Facts. Plaintiff acknowledges that Plaintiff may hereafter discover facts different from or in addition to those that Plaintiff now knows of or believes to be true when Plaintiff expressly agreed to assume the risk of the possible discovery of additional facts, and Plaintiff agrees that this Agreement will be and remain effective regardless of such additional or different facts. Plaintiff expressly agrees that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

19. No Assignment of Claims. Plaintiff expressly warrants that Plaintiff has not transferred to any other person or entity any of the rights or causes of action released in this Agreement.

20. Entire Agreement. This Agreement embodies the entire agreement of all the parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Agreement except for any agreements Plaintiff may have signed during his employment regarding maintaining the confidentiality of proprietary or confidential information of Defendant. The parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers, or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the party against whom such an amendment or waiver is sought to be enforced.

21. Effect of Illegality. Should any part, term, or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

22. Fairness of Settlement. Plaintiff agrees that this settlement is fair, reasonable and adequate.

Plaintiff Initials: 
Defendant Initials: 

23. Attorneys' Fees. If any Party to this Agreement brings any sort of action to enforce any provision of this Agreement or for any breach of this Agreement, then the prevailing party in that action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action. Further, this agreement is governed by Code of Civil Procedure Section 664.6 and the Court shall retain jurisdiction to enforce this Agreement.

24. Interpretation of Agreement. Plaintiff agrees that any legal rule to the effect that ambiguities shall be resolved against the drafting party shall not apply in any interpretation of this Agreement. Venue for any dispute regarding this Agreement shall be in the Superior Court of California, County of San Joaquin.

25. Partial Invalidity. Should any portion, word, clause, phrase, sentence, or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

26. Governing Law and Jurisdiction. This Agreement shall be interpreted under the law of the State of California, both as to interpretation and performance.

27. Counterparts/Signatures. This Agreement may be executed by facsimile, email and/or electronically, in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes. The Parties may use electronic signature technology to expedite the execution of this Agreement pursuant to California Civil Code section 1633.7. Electronic signatures shall be deemed originals.

I, having read the foregoing Settlement Agreement and Release of All Claims and knowing the contents thereof, am effecting this Settlement and executing this Release after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: 11 / 07 / 2024



Plaintiff Marvin Pena

Dated: 12/04/2024



Defendant Lahham Automotive, Inc.
Name: Mike Lahham
Title: President

Plaintiff Initials: MP
Defendant Initials: M. L.

-GENERAL RELEASE AND SETTLEMENT AGREEMENT

This Settlement Agreement and General Release of All Claims (the "Agreement") is made by and between Billy Pierce ("Plaintiff"), on one hand, and Lahham Automotive, Inc. ("Defendant"), on the other hand. Plaintiff and Defendant are referred to collectively as the "Parties." This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, a dispute arose between Plaintiff and Defendant arising out of Plaintiff's employment and termination of said employment with Defendant.

WHEREAS, on or about May 23, 2024, Plaintiff filed a First Amended Complaint, against Defendant in the Superior Court of the State of California, for the County of San Joaquin, Case No. STK-CV-UOE-2023-9779, entitled *Juan Rodriguez, Jr. et al. v. Lahham Automotive, Inc.*, alleging (1) failure to pay all wages due; (2) failure to provide rest breaks; (3) failure to provide meal breaks; (4) failure to reimburse all business-related expenses; (5) failure to provide accurate and itemized wage statements; (6) failure to timely pay wages at separation of employment; (7) unfair business practices; and (8) violations of the PAGA (the "Action").

WHEREAS, Defendant denies and disputes any and all of Plaintiff's claims;

WHEREAS, the Parties have negotiated in good faith a resolution of all disputes between them without any party admitting liability for any legal wrongdoing; and

WHEREAS, the Parties desire to avoid the disruption, inconvenience, uncertainty, and costs associated with litigation of the claims that Plaintiff has, had, or may claim to have arising out of Plaintiff's employment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained in this Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by all Parties, the Parties agree as follows:

1. No Admission of Liability. This Agreement and compliance with it shall not be construed as an admission by Defendant and/or its agents of any liability whatsoever or as an admission by Defendant of any wrongdoing including but not limited to any claim for personal injury, or any violation of Plaintiff's rights under any common law, statute, or contract. Defendant specifically disclaims any wrongdoing and disclaims any liability to Plaintiff for any violation of Plaintiff's rights, including any violation of common law, statute, or contract.

2. Consideration to Plaintiff. In exchange for Plaintiff's execution of this Agreement and the undertakings set forth herein, and for no other reason, within thirty (30) days of the Effective Date of this Agreement as set forth in Paragraph 6 below, subject to the prior occurrence of the ADEA Effective Date, and the date of receipt by Defendant of executed applicable W-9 forms from Plaintiff and Plaintiff's Counsel, whichever date is later (the "Due Date"), Defendant shall pay to Plaintiff the total settlement sum of [REDACTED]

Plaintiff Initials: BP

Defendant Initials: AL

██████████ (\$██████████) in full and final settlement of all claims (hereinafter the "Settlement Payment"). The Settlement Payment shall be payable in three checks as follows:

- (a) One check made payable to "Billy Pierce" in the amount of \$██████████, less applicable tax withholdings to be reported as wages on IRS form W-2 to Plaintiff;
- (b) One check payable to "Billy Pierce" in the amount of \$██████████, which will be reported on an IRS Form 1099 to Plaintiff; and
- (c) One check payable to "Gaines & Gaines, APLC" in the amount of \$██████████, which will be reported on an IRS Form 1099 to Gaines & Gaines, APLC.
- (d) All Settlement Payments as set forth in this paragraph must be delivered to 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

Plaintiff acknowledges and agrees that as of the Effective Date of this Agreement, Plaintiff has timely received all wages, commissions, vacation pay, bonuses, and other compensation due from Defendant to Plaintiff's knowledge, and that Defendant shall owe Plaintiff nothing further once Plaintiff receives the Settlement Payment described above. Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases, that Plaintiff has not divulged any proprietary or confidential information of Defendant and will continue to maintain the confidentiality of such information consistent with Defendant's policies and Plaintiff's agreement(s) with Plaintiff and/or common law. Plaintiff further acknowledges that Plaintiff would not otherwise be entitled to the consideration set forth in this section were it not for the covenants, promises, and releases set forth hereunder. Upon tender of these sums, Defendant will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment to or between Plaintiff and counsel who Plaintiff may have retained and/or consulted with. By execution of this Agreement, Plaintiff agrees, acknowledges and represents that payment as set forth above is fully acceptable to Plaintiff.

3. Parties' Release of Claims. In consideration for the Settlement Payment referenced in paragraph 2 of this Agreement, the Parties hereby irrevocably and unconditionally release, acquit and forever discharge Plaintiff, Defendant, all its subsidiaries, parents, Lahham Automotive, Inc., Kia of Stockton, Lahham Auto Group, Inc., Lodi Toyota, predecessors, successors, investors, affiliates, owners, current and former employees, managing agents, servants, consultants, agents, directors, members, officers, independent contractors, representatives, insurers and reinsurers and attorneys (and their current and former servants, agents, employees, directors, officers, independent contractors, representatives, consultants, insurers, reinsurers and attorneys of any such subsidiaries, parents, predecessors, successors, or affiliates), and all persons acting by, through, under and/or in concert with any of them, and each of their respective heirs, successors, and assigns (hereinafter collectively referred to as "Releasees" or "Released Parties"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, filed or unfiled, in connection with the Action, Plaintiff's employment with Defendant and cessation thereof, and/or including but not limited to, employment claims, rights arising out of alleged violations of any contracts, express or implied,

Plaintiff Initials: BP

Defendant Initials: M.L.

any covenant of good faith and fair dealing, express or implied, or any tort including defamation, or any legal restrictions on Defendant's right to hire, refusal to hire or terminate its employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) Section 503 of the Rehabilitation Act of 1973; (4) the Fair Labor Standards Act (including the Equal Pay Act); (5) the Americans with Disabilities Act; (6) the Age Discrimination in Employment Act of 1967, as amended; (7) the Federal Family and Medical Leave Act; (8) the Immigration Reform and Control Act; (9) the Federal Worker Readjustment and Retraining Notification Act; (10) the Employee Retirement Income Security Act, as amended; (11) the National Labor Relations Act; (12) the Genetic Information Nondiscrimination Act of 2008; (13) the United States Constitution; (14) the California Workers' Compensation Act; (15) the California Constitution; (16) the California Labor Code, including the Private Attorney General Act of 2004 ("PAGA"); (17) the California Business and Professions Code; (18) the California Government Code; (19) the California Family Rights Act; (20) the California Pregnancy Discrimination Act; (21) the California Wage Orders; (22) the Families First Coronavirus Response Act; (23) and/or (24) any other provision of federal, California state, or local statutory or common law or regulation (including whistleblower claims, claims for personal injury, invasion of privacy, negligent hiring, retention or supervision, defamation, intentional or negligent infliction of emotional distress and/or mental anguish, negligence, assault, battery, false imprisonment, retaliatory or wrongful discharge, and the like) (hereinafter collectively referred to as "Claim" or "Claims"), which either Party now has, owns or holds, or claims to have, own or hold, or which either Party at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees up to and including, as of the Effective Date of this Agreement as set forth in paragraph 6 below (with all of the foregoing included in the definition of the Action). This section explicitly excludes any and all worker's compensation claims.

The Parties agree not to participate, as to any released claims against any of the Releasees, in any class, collective, or representative action (including, but not limited, to, as a class representative and/or a named representative in a suit brought under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698 et seq., or California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.). Further, by executing this Agreement, Plaintiff represents, warrants, and confirms that Plaintiff is not an aggrieved employee for purposes of PAGA or for purposes of acting as a Private Attorney General under the PAGA, and specifically that Plaintiff did not suffer any violation that would form the basis for Plaintiff to pursue a claim under the PAGA. Moreover, Plaintiff disclaims any right to act as a Private Attorney General under the PAGA, and Plaintiff admits, acknowledges, and agrees that Plaintiff did not timely file an administrative complaint with the Labor and Workforce Development Agency and therefore cannot, and shall not, pursue claims under PAGA. To the extent Plaintiff is awarded any monetary or other relief as a result of any claims, actions, administrative, or other proceedings involving released claims against any of the Releasees, Plaintiff waives the right to such relief, and agrees to promptly return any monies that are so awarded or paid to him, to the respective Releasees who were ordered or otherwise required to pay such monies.

4. Taxes Indemnification. Plaintiff hereby represents and warrants that Plaintiff shall be solely responsible for the payment of any and all federal, state and local income taxes that are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement, other than any employer side taxes due on the wage payment. Plaintiff acknowledges and agrees that Releasees have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment for

Plaintiff Initials: BP
Defendant Initials: ML

tax purposes, and agree that no further payment of money to Plaintiff or Plaintiff's counsel from Releasees will be due in the event that the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income.

5. Waiver of Section 1542. The Parties hereby state that it is their intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs hereinabove released. The Parties hereby expressly waive and relinquish all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California, which provides:

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

6. Acknowledgment of Rights and Waiver of Claims Under the Age Discrimination in Employment Act ("ADEA"). Plaintiff acknowledges that Plaintiff is knowingly and voluntarily waiving and releasing any rights Plaintiff may have under the Age Discrimination in Employment Act of 1967 ("ADEA"). Plaintiff also acknowledges that the consideration given for the waiver and release in the preceding paragraph hereof is in addition to anything of value to which Plaintiff was already entitled. Plaintiff further acknowledges that Plaintiff has been advised by this writing, as required by the Older Workers' Benefit Protection Act, that: (a) Plaintiff's waiver and release does not apply to any rights or claims that may arise after the Effective Date of this Agreement; (b) Plaintiff should consult with an attorney prior to executing this Agreement; (c) Plaintiff has at least twenty-one (21) days to consider this Agreement (although Plaintiff may by Plaintiff's own choice execute this Agreement earlier); (d) Plaintiff has seven (7) days following the execution of this Agreement by the parties to revoke the Agreement; and (e) the Effective Date of this Agreement is subject to the prior occurrence of the expiration of the revocation period ("ADEA Effective Date"). The Effective Date of this Agreement is the date Plaintiff executes the Agreement. Plaintiff may revoke this release only by giving Defendant formal, written notice of Plaintiff's revocation of this release, to Attn: Christopher Alvarez, Fisher & Phillips LLP, 621 Capitol Mall, Suite 1400, Sacramento, California 95814, (916) 210-0400, to be received by Defendant by the close of business on the seventh day following Plaintiff's execution of this release.

7. Dismissal of Action. Since the intent of this Agreement is to bring to an end all claims, controversies, and causes of action Plaintiff may have or claim to have against Defendant, Plaintiff agrees to take all necessary steps to dismiss with prejudice any claim or cause of action that may be filed or pending against Defendant (and its subsidiaries, related companies, parents, successors and assigns, officers, directors, attorneys, agents, employees and former employees) related to Plaintiff's employment, including, but not necessarily limited to, the Action against Defendant. Plaintiff shall abandon his PAGA claim.

Regarding the Action, Plaintiff shall take all steps necessary to effect dismissal of same, and Plaintiff shall provide written proof of any and all dismissals to Defendant. Within three (3)

Plaintiff Initials: BP
Defendant Initials: M.C.

court days of the Effective Date, the Parties will prepare, and Plaintiff will file with the court, a Notice of Settlement for the entire case. Within three (3) court days of receiving the Settlement Payment, in consideration of the Settlement Payment, the Parties will prepare, Plaintiff will file with the court, a Request for Dismissal, with prejudice, of all of their individual claims in the Action in its entirety. In addition, the Plaintiff agrees to dismiss his Class Action claims and his PAGA representative claims, without prejudice. Plaintiff shall take all steps necessary to prepare and execute the Notice of Settlement and Request for Dismissal so that each are timely filed with court. Plaintiff shall submit a redacted version of this Agreement (redacted as to all dollar amounts in Paragraph 2) to the Court and the Labor and Workforce Development Agency in connection with the dismissal of the Action.

Except for the Action and the related claim with the LWDA, Plaintiff warrants that Plaintiff does not have any claim, charge, or complaint, either formal or informal, pending against Releasees, with any court, tribunal, administrative agency, governmental agency, or other such body except for a claim for benefits before the Workers' Compensation Appeals Board. To the extent that Plaintiff has any other existing claims, charges or suits against Releasees, Plaintiff will immediately dismiss same.

8. No Pending Claims. Except as described below and without regard to the claims released herein, Plaintiff agrees and covenants not to file any suit, charge or complaint against Released Parties in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of Plaintiff's employment or alleged employment or events that occurred while Plaintiff was employed with Defendant. Aside from the Action, Plaintiff further represents that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to Plaintiff's employment.

Nothing in this Agreement shall be construed to prohibit Plaintiff from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Plaintiff agrees to waive Plaintiff's right to recover monetary damages in any charge, complaint, or lawsuit filed by Plaintiff or by anyone else on Plaintiff's behalf.

9. Attorneys' Fees and Costs. All Parties shall bear their own costs and attorney's fees incurred in any way in connection with the Action.

10. Non-Disparagement. The Parties and any other person or entity acting on the Parties' behalf agrees and promises that they will not undertake any harassing or disparaging conduct directed at any Party, and that the Parties will refrain from making any negative, detracting, derogatory, and unfavorable statements about one another. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2). This Section is not intended to prevent cooperation with an administrative agency or court. This Section is also not intended to prevent a Party from exercising any other rights protected by law. Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing Plaintiff's Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement) or other otherwise cooperating with the National Labor Relation

Plaintiff Initials:

Defendant Initials:

BP
M.L.

Board's investigative process. For purposes of this section, the Defendant is only responsible for statements made by its officers and directors.

11. Confidentiality of Agreement. The Parties agree to maintain the confidentiality of this Agreement, and all matters relating to this Agreement, including but not limited to the alleged facts in dispute and negotiations between the Parties underlying this Agreement, except as needed to inform a court, their attorneys, tax counsel or Plaintiff's immediate family as well as in response to a subpoena or governmental inquiries such as by tax authorities. Should a Party be required to produce this Agreement, disclose its contents in response to a subpoena or governmental inquiry, or disclose any matter related to this Agreement, that Party shall provide the other Party with written notice of such production or disclosure at least five (5) days in advance of such production or disclosure. If, after being notified of a required production or disclosure pursuant to a subpoena or governmental inquiry, a Party allows disclosure of the Agreement, said disclosure of the Agreement shall not be treated as a general waiver of the Parties' confidentiality obligations pursuant to this Agreement, unless a Party expressly waives this provision in writing. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2). This Section is not intended to prevent cooperation with an administrative agency or court. This Section is also not intended to prevent a Party from exercising any other rights protected by law. Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing Plaintiff's Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement) or other otherwise cooperating with the National Labor Relation Board's investigative process. For purposes of this section, the Defendant is only responsible for statements made by its officers and directors. The Parties believe this confidentiality provision is reasonable and intend to comply with it.

12. Liquidated Damages for Breach of Paragraphs 10 and 11 of this Agreement. Plaintiff acknowledges that a breach by Plaintiff of the terms set forth in paragraph 10 and 11 of this Agreement will cause substantial harm to Defendant and/or Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Plaintiff also acknowledges that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Plaintiff agrees that any breach by Plaintiff of Plaintiff's obligations under Paragraph 10 or 11 of this Agreement shall entitle Defendant to reasonable liquidated damages in the sum of One Thousand dollars (\$1,000.00) for each breach, as well as recovery of attorneys' fees and court costs suffered by Releasees in prosecuting such Action. Plaintiff agrees that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such proven breach of Paragraphs 10 or 11 of this Agreement would be difficult to ascertain.

13. Neutral Job Reference. Plaintiff agrees to direct all employment-related inquiries from prospective or future employers to Defendant's President at (209) 642-4022. Defendant acknowledges that for any such inquiries so directed, Defendant shall only furnish the following: (a) confirmation of employment dates and (b) position held. Apart from his dates of employment and position, no additional information about Plaintiff's employment with Defendant will be disclosed to any prospective employer, except for any disclosures required by law pursuant to subpoena or court order.

Plaintiff Initials: BP
Defendant Initials: MLC

14. Liens or Assignments. Plaintiff represents and warrants that any other bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries or claims released in this Agreement are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all rights to payment, claims or liens that arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf related to all claims released pursuant to this Agreement. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims or lawsuit that may arise out of the claims released herein, including without limitation, all Medicare conditional payments, subrogation claims, liens, or other rights to payment, relating to any medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, except as set forth in the first sentence of this paragraph, Plaintiff will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

15. Medical Bills, Liens, and Other Potential Rights for Reimbursement.

(a) Responsibility for Satisfaction of All Liens. Plaintiff represents and warrants that all bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries, claims and/or the Action are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all demands for payment, claims or liens of any kind, which arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims and/or the Action including without limitation, all Medicare conditional payments, subrogation claims, liens or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, Plaintiff and Plaintiff's attorney will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

(b) Good Faith Resolution. This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such in the settlement terms.

(c) Representation that Employee is Not a Medicare Beneficiary. Plaintiff and Plaintiff's Counsel warrant that Employee is not a Medicare Beneficiary as of the date of this Agreement. Because the Employee is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare.

(d) Representation that No Medicare Conditional Payments Exist; Best Efforts to Obtain Confirmation. Plaintiff and Plaintiff's counsel further represent and warrant that they are aware of no Medicare conditional payments that have been made on Employee's behalf. The parties acknowledge and understand that any present or future action or decision by CMS or Medicare on this settlement, or Employee's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

Plaintiff Initials: BP
Defendant Initials: M. L.

(e) Agreement to Indemnify, Defend, and Hold Harmless. Plaintiff will indemnify, defend and hold Releasees harmless from any and all claims, liens, Medicare conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages, including multiple damages, from Releasees relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Plaintiff's alleged injuries, claims and/or the Action, Plaintiff will defend and indemnify Releasees and hold Releasees harmless from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities. Furthermore, Plaintiff represents and warrants that if any conditional payments related to the accident(s), injury(ies), or illness(es) giving rise to this settlement are or have been made by Medicare, then within sixty (60) days of the execution of this Agreement, Plaintiff shall reimburse Medicare for such conditional payments as required by Medicare Secondary Payer law, including Medicare regulations at C.F.R. § 411.24(g) and (h). The Parties agree that all representations and warranties made herein shall survive settlement.

16. Voluntary Agreement. This release in all respects has been voluntarily and knowingly executed by Plaintiff with the express intention of effecting the legal consequences provided in the California Civil Code § 1542, that is, the extinguishment of obligations herein designated.

17. Voluntary Assistance. Plaintiff agrees that Plaintiff will not voluntarily aid or assist, either directly or indirectly, any individual or entity in the assertion or pursuit of any private claim or the prosecution of any private lawsuit, action, arbitration or judicial or administrative proceeding now existing or hereinafter arising against Defendant. Anything hereinabove to the contrary notwithstanding, nothing contained in this paragraph shall be construed to alter, diminish or limit Plaintiff's obligation to respond to any requests in the form of a subpoena, deposition notice, court order or otherwise requiring Plaintiff to appear at trial, hearing or deposition to give testimony.

18. Newly Discovered Facts. Plaintiff acknowledges that Plaintiff may hereafter discover facts different from or in addition to those that Plaintiff now knows of or believes to be true when Plaintiff expressly agreed to assume the risk of the possible discovery of additional facts, and Plaintiff agrees that this Agreement will be and remain effective regardless of such additional or different facts. Plaintiff expressly agrees that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

19. No Assignment of Claims. Plaintiff expressly warrants that Plaintiff has not transferred to any other person or entity any of the rights or causes of action released in this Agreement.

20. Entire Agreement. This Agreement embodies the entire agreement of all the parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Agreement except for any agreements Plaintiff may have signed during his employment

Plaintiff Initials: BP
Defendant Initials: M. C.

regarding maintaining the confidentiality of proprietary or confidential information of Defendant. The parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers, or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the party against whom such an amendment or waiver is sought to be enforced.

21. Effect of Illegality. Should any part, term, or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

22. Fairness of Settlement. Plaintiff agrees that this settlement is fair, reasonable and adequate.

23. Attorneys' Fees. If any Party to this Agreement brings any sort of action to enforce any provision of this Agreement or for any breach of this Agreement, then the prevailing party in that action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action. Further, this agreement is governed by Code of Civil Procedure Section 664.6 and the Court shall retain jurisdiction to enforce this Agreement.

24. Interpretation of Agreement. Plaintiff agrees that any legal rule to the effect that ambiguities shall be resolved against the drafting party shall not apply in any interpretation of this Agreement. Venue for any dispute regarding this Agreement shall be in the Superior Court of California, County of San Joaquin.

25. Partial Invalidity. Should any portion, word, clause, phrase, sentence, or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

26. Governing Law and Jurisdiction. This Agreement shall be interpreted under the law of the State of California, both as to interpretation and performance.

27. Counterparts/Signatures. This Agreement may be executed by facsimile, email and/or electronically, in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes. The Parties may use electronic signature technology to expedite the execution of this Agreement pursuant to California Civil Code section 1633.7. Electronic signatures shall be deemed originals.

I, having read the foregoing Settlement Agreement and Release of All Claims and knowing the contents thereof, am effecting this Settlement and executing this Release after

Plaintiff Initials: BP
Defendant Initials: M.C.

having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: 11 / 06 / 2024



Plaintiff Billy Pierce

Dated: 12/04/2024



Defendant Lahham Automotive, Inc.

Name: Mike Lahham

Title: President

Plaintiff Initials: BP

Defendant Initials: M.L

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GENERAL RELEASE AND SETTLEMENT AGREEMENT

This Settlement Agreement and General Release of All Claims (the "Agreement") is made by and between John Locke ("Plaintiff"), on one hand, and Lahham Automotive, Inc. ("Defendant"), on the other hand. Plaintiff and Defendant are referred to collectively as the "Parties." This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, a dispute arose between Plaintiff and Defendant arising out of Plaintiff's employment and termination of said employment with Defendant.

WHEREAS, on or about May 23, 2024, Plaintiff filed a First Amended Complaint, against Defendant in the Superior Court of the State of California, for the County of San Joaquin, Case No. STK-CV-UOE-2023-9779, entitled *Juan Rodriguez, Jr. et al. v. Lahham Automotive, Inc.*, alleging (1) failure to pay all wages due; (2) failure to provide rest breaks; (3) failure to provide meal breaks; (4) failure to reimburse all business-related expenses; (5) failure to provide accurate and itemized wage statements; (6) failure to timely pay wages at separation of employment; (7) unfair business practices; and (8) violations of the PAGA (the "Action").

WHEREAS, Defendant denies and disputes any and all of Plaintiff's claims;

WHEREAS, the Parties have negotiated in good faith a resolution of all disputes between them without any party admitting liability for any legal wrongdoing; and

WHEREAS, the Parties desire to avoid the disruption, inconvenience, uncertainty, and costs associated with litigation of the claims that Plaintiff has, had, or may claim to have arising out of Plaintiff's employment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained in this Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by all Parties, the Parties agree as follows:

1. No Admission of Liability. This Agreement and compliance with it shall not be construed as an admission by Defendant and/or its agents of any liability whatsoever or as an admission by Defendant of any wrongdoing including but not limited to any claim for personal injury, or any violation of Plaintiff's rights under any common law, statute, or contract. Defendant specifically disclaims any wrongdoing and disclaims any liability to Plaintiff for any violation of Plaintiff's rights, including any violation of common law, statute, or contract.

2. Consideration to Plaintiff. In exchange for Plaintiff's execution of this Agreement and the undertakings set forth herein, and for no other reason, within thirty (30) days of the Effective Date of this Agreement as set forth in Paragraph 6 below and the date of receipt by Defendant of executed applicable W-9 forms from Plaintiff and Plaintiff's Counsel, whichever date is later (the "Due Date"), Defendant shall pay to Plaintiff the total settlement sum [REDACTED] (\$ [REDACTED]) in [REDACTED]

Plaintiff Initials: JD

Defendant Initials: ML

full and final settlement of all claims (hereinafter the "Settlement Payment"). The Settlement Payment shall be payable in three checks as follows:

- (a) One check made payable to "John Locke" in the amount of \$ [REDACTED], less applicable tax withholdings to be reported as wages on IRS form W-2 to Plaintiff;
- (b) One check payable to "John Locke" in the amount of \$ [REDACTED], which will be reported on an IRS Form 1099 to Plaintiff; and
- (c) One check payable to "Gaines & Gaines, APLC" in the amount of \$ [REDACTED], which will be reported on an IRS Form 1099 to Gaines & Gaines, APLC.
- (d) All Settlement Payments as set forth in this paragraph must be delivered to 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

Plaintiff acknowledges and agrees that as of the Effective Date of this Agreement, Plaintiff has timely received all wages, commissions, vacation pay, bonuses, and other compensation due from Defendant to Plaintiff's knowledge, and that Defendant shall owe Plaintiff nothing further once Plaintiff receives the Settlement Payment described above. Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases, that Plaintiff has not divulged any proprietary or confidential information of Defendant and will continue to maintain the confidentiality of such information consistent with Defendant's policies and Plaintiff's agreement(s) with Plaintiff and/or common law. Plaintiff further acknowledges that Plaintiff would not otherwise be entitled to the consideration set forth in this section were it not for the covenants, promises, and releases set forth hereunder. Upon tender of these sums, Defendant will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment to or between Plaintiff and counsel who Plaintiff may have retained and/or consulted with. By execution of this Agreement, Plaintiff agrees, acknowledges and represents that payment as set forth above is fully acceptable to Plaintiff.

3. Parties' Release of Claims. In consideration for the Settlement Payment referenced in paragraph 2 of this Agreement, the Parties hereby irrevocably and unconditionally release, acquit and forever discharge Plaintiff, Defendant, all its subsidiaries, parents, Lahham Automotive, Inc., Kia of Stockton, Lahham Auto Group, Inc., Lodi Toyota, predecessors, successors, investors, affiliates, owners, current and former employees, managing agents, servants, consultants, agents, directors, members, officers, independent contractors, representatives, insurers and reinsurers and attorneys (and their current and former servants, agents, employees, directors, officers, independent contractors, representatives, consultants, insurers, reinsurers and attorneys of any such subsidiaries, parents, predecessors, successors, or affiliates), and all persons acting by, through, under and/or in concert with any of them, and each of their respective heirs, successors, and assigns (hereinafter collectively referred to as "Releasees" or "Released Parties"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, filed or unfiled, in connection with the Action, Plaintiff's employment with Defendant and cessation thereof, and/or including but not limited to, employment claims, rights arising out of alleged violations of any contracts, express or implied,

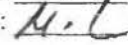
Plaintiff Initials: JL
Defendant Initials: M.L.

any covenant of good faith and fair dealing, express or implied, or any tort including defamation, or any legal restrictions on Defendant's right to hire, refusal to hire or terminate its employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) Section 503 of the Rehabilitation Act of 1973; (4) the Fair Labor Standards Act (including the Equal Pay Act); (5) the Americans with Disabilities Act; (6) the Age Discrimination in Employment Act of 1967, as amended; (7) the Federal Family and Medical Leave Act; (8) the Immigration Reform and Control Act; (9) the Federal Worker Readjustment and Retraining Notification Act; (10) the Employee Retirement Income Security Act, as amended; (11) the National Labor Relations Act; (12) the Genetic Information Nondiscrimination Act of 2008; (13) the United States Constitution; (14) the California Workers' Compensation Act; (15) the California Constitution; (16) the California Labor Code, including the Private Attorney General Act of 2004 ("PAGA"); (17) the California Business and Professions Code; (18) the California Government Code; (19) the California Family Rights Act; (20) the California Pregnancy Discrimination Act; (21) the California Wage Orders; (22) the Families First Coronavirus Response Act; (23) and/or (24) any other provision of federal, California state, or local statutory or common law or regulation (including whistleblower claims, claims for personal injury, invasion of privacy, negligent hiring, retention or supervision, defamation, intentional or negligent infliction of emotional distress and/or mental anguish, negligence, assault, battery, false imprisonment, retaliatory or wrongful discharge, and the like) (hereinafter collectively referred to as "Claim" or "Claims"), which either Party now has, owns or holds, or claims to have, own or hold, or which either Party at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees up to and including, as of the Effective Date of this Agreement as set forth in paragraph 6 below (with all of the foregoing included in the definition of the Action). This section explicitly excludes any and all worker's compensation claims.

The Parties agree not to participate, as to any released claims against any of the Releasees, in any class, collective, or representative action (including, but not limited, to, as a class representative and/or a named representative in a suit brought under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698 et seq., or California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.). Further, by executing this Agreement, Plaintiff represents, warrants, and confirms that Plaintiff is not an aggrieved employee for purposes of PAGA or for purposes of acting as a Private Attorney General under the PAGA, and specifically that Plaintiff did not suffer any violation that would form the basis for Plaintiff to pursue a claim under the PAGA. Moreover, Plaintiff disclaims any right to act as a Private Attorney General under the PAGA, and Plaintiff admits, acknowledges, and agrees that Plaintiff did not timely file an administrative complaint with the Labor and Workforce Development Agency and therefore cannot, and shall not, pursue claims under PAGA. To the extent Plaintiff is awarded any monetary or other relief as a result of any claims, actions, administrative, or other proceedings involving released claims against any of the Releasees, Plaintiff waives the right to such relief, and agrees to promptly return any monies that are so awarded or paid to him, to the respective Releasees who were ordered or otherwise required to pay such monies.

4. Taxes Indemnification. Plaintiff hereby represents and warrants that Plaintiff shall be solely responsible for the payment of any and all federal, state and local income taxes that are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement, other than any employer side taxes due on the wage payment. Plaintiff acknowledges and agrees that Releasees have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment for

Plaintiff Initials: 

Defendant Initials: 

tax purposes, and agree that no further payment of money to Plaintiff or Plaintiff's counsel from Releasees will be due in the event that the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income.

5. Waiver of Section 1542. The Parties hereby state that it is their intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs hereinabove released. The Parties hereby expressly waive and relinquish all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California, which provides:

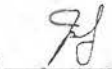
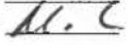
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. Effective Date. *The Effective Date of this Agreement is the date Plaintiff executes the Agreement.*

7. Dismissal of Action. Since the intent of this Agreement is to bring to an end all claims, controversies, and causes of action Plaintiff may have or claim to have against Defendant, Plaintiff agrees to take all necessary steps to dismiss with prejudice any claim or cause of action that may be filed or pending against Defendant (and its subsidiaries, related companies, parents, successors and assigns, officers, directors, attorneys, agents, employees and former employees) related to Plaintiff's employment, including, but not necessarily limited to, the Action against Defendant. Plaintiff shall abandon his PAGA claim.

Regarding the Action, Plaintiff shall take all steps necessary to effect dismissal of same, and Plaintiff shall provide written proof of any and all dismissals to Defendant. Within three (3) court days of the Effective Date, the Parties will prepare, and Plaintiff will file with the court, a Notice of Settlement for the entire case. Within three (3) court days of receiving the Settlement Payment, in consideration of the Settlement Payment, the Parties will prepare, Plaintiff will file with the court, a Request for Dismissal, with prejudice, of all of their individual claims in the Action in its entirety. In addition, the Plaintiff agrees to dismiss his Class Action claims and his PAGA representative claims, without prejudice. Plaintiff shall take all steps necessary to prepare and execute the Notice of Settlement and Request for Dismissal so that each are timely filed with court. Plaintiff shall submit a redacted version of this Agreement (redacted as to all dollar amounts in Paragraph 2) to the Court and the Labor and Workforce Development Agency in connection with the dismissal of the Action.

Except for the Action and the related claim with the LWDA, Plaintiff warrants that Plaintiff does not have any claim, charge, or complaint, either formal or informal, pending against Releasees, with any court, tribunal, administrative agency, governmental agency, or other such body except for a claim for benefits before the Workers' Compensation Appeals Board. To the extent that Plaintiff has any other existing claims, charges or suits against Releasees, Plaintiff will immediately dismiss same.

Plaintiff Initials: 
Defendant Initials: 

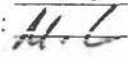
8. No Pending Claims. Except as described below and without regard to the claims released herein, Plaintiff agrees and covenants not to file any suit, charge or complaint against Released Parties in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of Plaintiff's employment or alleged employment or events that occurred while Plaintiff was employed with Defendant. Aside from the Action, Plaintiff further represents that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to Plaintiff's employment.

Nothing in this Agreement shall be construed to prohibit Plaintiff from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Plaintiff agrees to waive Plaintiff's right to recover monetary damages in any charge, complaint, or lawsuit filed by Plaintiff or by anyone else on Plaintiff's behalf.

9. Attorneys' Fees and Costs. All Parties shall bear their own costs and attorney's fees incurred in any way in connection with the Action.

10. Non-Disparagement. The Parties and any other person or entity acting on the Parties' behalf agrees and promises that they will not undertake any harassing or disparaging conduct directed at any Party, and that the Parties will refrain from making any negative, detracting, derogatory, and unfavorable statements about one another. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2). This Section is not intended to prevent cooperation with an administrative agency or court. This Section is also not intended to prevent a Party from exercising any other rights protected by law. . Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing Plaintiff's Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement) or other otherwise cooperating with the National Labor Relation Board's investigative process. For purposes of this section, the Defendant is only responsible for statements made by its officers and directors.

11. Confidentiality of Agreement. The Parties agree to maintain the confidentiality of this Agreement, and all matters relating to this Agreement, including but not limited to the alleged facts in dispute and negotiations between the Parties underlying this Agreement, except as needed to inform a court, their attorneys, tax counsel or Plaintiff's immediate family as well as in response to a subpoena or governmental inquiries such as by tax authorities. Should a Party be required to produce this Agreement, disclose its contents in response to a subpoena or governmental inquiry, or disclose any matter related to this Agreement, that Party shall provide the other Party with written notice of such production or disclosure at least five (5) days in advance of such production or disclosure. If, after being notified of a required production or disclosure pursuant to a subpoena or governmental inquiry, a Party allows disclosure of the Agreement, said disclosure of the Agreement shall not be treated as a general waiver of the Parties' confidentiality obligations pursuant to this Agreement, unless a Party expressly waives this provision in writing. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Agreement because this Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2). This Section is not intended to prevent cooperation with an

Plaintiff Initials: 
Defendant Initials: 

administrative agency or court. This Section is also not intended to prevent a Party from exercising any other rights protected by law. Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing Plaintiff's Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement) or other otherwise cooperating with the National Labor Relation Board's investigative process. For purposes of this section, the Defendant is only responsible for statements made by its officers and directors. The Parties believe this confidentiality provision is reasonable and intend to comply with it.

12. Liquidated Damages for Breach of Paragraphs 10 and 11 of this Agreement. Plaintiff acknowledges that a breach by Plaintiff of the terms set forth in paragraph 10 and 11 of this Agreement will cause substantial harm to Defendant and/or Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Plaintiff also acknowledges that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Plaintiff agrees that any breach by Plaintiff of Plaintiff's obligations under Paragraph 10 or 11 of this Agreement shall entitle Defendant to reasonable liquidated damages in the sum of Nine Thousand dollars (\$9,000.00) for each breach, as well as recovery of attorneys' fees and court costs suffered by Releasees in prosecuting such Action. Plaintiff agrees that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such proven breach of Paragraphs 10 or 11 of this Agreement would be difficult to ascertain.

13. Neutral Job Reference. Plaintiff agrees to direct all employment-related inquiries from prospective or future employers to Defendant's President at (209) 642-4022. Defendant acknowledges that for any such inquiries so directed, Defendant shall only furnish the following: (a) confirmation of employment dates and (b) position held. Apart from his dates of employment and position, no additional information about Plaintiff's employment with Defendant will be disclosed to any prospective employer, except for any disclosures required by law pursuant to subpoena or court order.

14. Liens or Assignments. Plaintiff represents and warrants that any other bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries or claims released in this Agreement are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all rights to payment, claims or liens that arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf related to all claims released pursuant to this Agreement. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims or lawsuit that may arise out of the claims released herein, including without limitation, all Medicare conditional payments, subrogation claims, liens, or other rights to payment, relating to any medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, except as set forth in the first sentence of this paragraph, Plaintiff will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

15. Medical Bills, Liens, and Other Potential Rights for Reimbursement.

(a) Responsibility for Satisfaction of All Liens. Plaintiff represents and warrants that all bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries, claims and/or

Plaintiff Initials: JD
Defendant Initials: ALC

the Action are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all demands for payment, claims or liens of any kind, which arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims and/or the Action including without limitation, all Medicare conditional payments, subrogation claims, liens or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, Plaintiff and Plaintiff's attorney will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

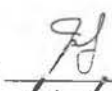
(b) Good Faith Resolution. This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such in the settlement terms.

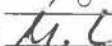
(c) Representation that Employee is Not a Medicare Beneficiary. Plaintiff and Plaintiff's Counsel warrant that Employee is not a Medicare Beneficiary as of the date of this Agreement. Because the Employee is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare.

(d) Representation that No Medicare Conditional Payments Exist; Best Efforts to Obtain Confirmation. Plaintiff and Plaintiff's counsel further represent and warrant that they are aware of no Medicare conditional payments that have been made on Employee's behalf. The parties acknowledge and understand that any present or future action or decision by CMS or Medicare on this settlement, or Employee's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

(e) Agreement to Indemnify, Defend, and Hold Harmless. Plaintiff will indemnify, defend and hold Releasees harmless from any and all claims, liens, Medicare conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages, including multiple damages, from Releasees relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Plaintiff's alleged injuries, claims and/or the Action, Plaintiff will defend and indemnify Releasees and hold Releasees harmless from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities. Furthermore, Plaintiff represents and warrants that if any conditional payments related to the accident(s), injury(ies), or illness(es) giving rise to this settlement are or have been made by Medicare, then within sixty (60) days of the execution of this Agreement, Plaintiff shall reimburse Medicare for such conditional payments as required by Medicare Secondary Payer law, including Medicare regulations at C.F.R. § 411.24(g) and (h). The Parties agree that all representations and warranties made herein shall survive settlement.

16. Voluntary Agreement. This release in all respects has been voluntarily and knowingly executed by Plaintiff with the express intention of effecting the legal consequences

Plaintiff Initials: 

Defendant Initials: 

provided in the California Civil Code § 1542, that is, the extinguishment of obligations herein designated.

17. Voluntary Assistance. Plaintiff agrees that Plaintiff will not voluntarily aid or assist, either directly or indirectly, any individual or entity in the assertion or pursuit of any private claim or the prosecution of any private lawsuit, action, arbitration or judicial or administrative proceeding now existing or hereinafter arising against Defendant. Anything hereinabove to the contrary notwithstanding, nothing contained in this paragraph shall be construed to alter, diminish or limit Plaintiff's obligation to respond to any requests in the form of a subpoena, deposition notice, court order or otherwise requiring Plaintiff to appear at trial, hearing or deposition to give testimony.

18. Newly Discovered Facts. Plaintiff acknowledges that Plaintiff may hereafter discover facts different from or in addition to those that Plaintiff now knows of or believes to be true when Plaintiff expressly agreed to assume the risk of the possible discovery of additional facts, and Plaintiff agrees that this Agreement will be and remain effective regardless of such additional or different facts. Plaintiff expressly agrees that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

19. No Assignment of Claims. Plaintiff expressly warrants that Plaintiff has not transferred to any other person or entity any of the rights or causes of action released in this Agreement.

20. Entire Agreement. This Agreement embodies the entire agreement of all the parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Agreement except for any agreements Plaintiff may have signed during his employment regarding maintaining the confidentiality of proprietary or confidential information of Defendant. The parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers, or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the party against whom such an amendment or waiver is sought to be enforced.

21. Effect of Illegality. Should any part, term, or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

Plaintiff Initials: JD
Defendant Initials: M.C.

22. Fairness of Settlement. Plaintiff agrees that this settlement is fair, reasonable and adequate.

23. Attorneys' Fees. If any Party to this Agreement brings any sort of action to enforce any provision of this Agreement or for any breach of this Agreement, then the prevailing party in that action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action. Further, this agreement is governed by Code of Civil Procedure Section 664.6 and the Court shall retain jurisdiction to enforce this Agreement.

24. Interpretation of Agreement. Plaintiff agrees that any legal rule to the effect that ambiguities shall be resolved against the drafting party shall not apply in any interpretation of this Agreement. Venue for any dispute regarding this Agreement shall be in the Superior Court of California, County of San Joaquin.

25. Partial Invalidity. Should any portion, word, clause, phrase, sentence, or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

26. Governing Law and Jurisdiction. This Agreement shall be interpreted under the law of the State of California, both as to interpretation and performance.

27. Counterparts/Signatures. This Agreement may be executed by facsimile, email and/or electronically, in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes. The Parties may use electronic signature technology to expedite the execution of this Agreement pursuant to California Civil Code section 1633.7. Electronic signatures shall be deemed originals.

I, having read the foregoing Settlement Agreement and Release of All Claims and knowing the contents thereof, am effecting this Settlement and executing this Release after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: 11 / 06 / 2024



Plaintiff John Locke

Dated: 12/04/2024



Defendant Lahham Automotive, Inc.

Name: Mike Lahham

Title: President

Plaintiff Initials: JD
Defendant Initials: ML

EXHIBIT B

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the
3 within action; my business address is 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On December 10, 2024, I served the foregoing document described as **DECLARATION OF DANIEL F.**
6 **GAINES IN SUPPORT OF REQUEST FOR DISMISSAL OF CLASS AND REPRESENTATIVE ACTION** on
7 the interested parties in this action as follows:

8 Christopher C. Hoffman, Esq.
9 choffman@fisherphillips.com
10 **FISHER & PHILLIPS LLP**
11 4747 Executive Drive, Suite 1000
12 San Diego, California 92121

13 Christopher S. Alvarez, Esq.
14 calvarez@fisherphillips.com
15 David B. Witkin, Esq.
16 dwitkin@fisherphillips.com
17 **FISHER & PHILLIPS LLP**
18 621 Capitol Mall, Suite 1400
19 Sacramento, California 95814

20 Cc: lcutrell@fisherphillips.com
21 aford@fisherphillips.com
22 amalerbi@fisherphillips.com
23 ngaleno@fisherphillips.com

24 _____ (BY ☐ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
25 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection
26 and processing correspondence for mailing. It is deposited with United States postal service on that same
27 day in the ordinary course of business. I am aware that on motion of party served, service is presumed
28 invalid if postal cancellation date or postage meter date is more than one day after date of deposit for
mailing in affidavit.

29 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic
30 transmission pursuant to an agreement between counsel on the counsel of record listed above.

31 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor
32 & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov)
33 in accordance with the procedure imposed by the LWDA.

34 I declare under penalty of perjury that the foregoing is true and correct.

35 Executed on December 10, 2024, at Westlake Village, California.

36 /s/ Amelia Booth
37 AMELIA BOOTH
38