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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGE ROSALES, an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

GEORGE CHEVROLET, a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.: 23STCV18517

[Assigned for all purposes to the Hon.
Timothy Patrick Dillon in Dept. 14]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: August 4, 2023

Trial Date: None Set

This Class and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jorge Rosales (“Plaintiff”) and defendant George Chevrolet (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” or “Actions” means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant, captioned *Jorge Rosales v. George Chevrolet*, Case No. 23STCV18517, initiated on August 4, 2023, and pending in Superior Court of the State of California, County of Los Angeles; and *Jorge Rosales v. George Chevrolet*, Case No. 23STCV30486, initiated on December 14, 2023, and pending in Superior Court of the State of California, County of Los Angeles.

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

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

1.4. “Aggrieved Employee” means a person currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employee during the PAGA Period in the State of California.

1.5. “Class” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the Class Period in the State of California.

1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

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1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) and number of Workweeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the NOTICE OF CLASS ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from August 4, 2022, through August 26, 2025.

1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendant” means named defendant George Chevrolet.

1.17. “Defense Counsel” means John P. Boggs, David J. Reese, William D. Wheelock and Alexander J. Curry of Fine, Boggs & Perkins LLP.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members

objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

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

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$820,000.00 (Eight Hundred Twenty Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment, and Administrator’s Expenses.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

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

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

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

1 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
2 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
3 paid to Participating Class Members as Individual Class Payments.

4 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
5 Settlement by sending the Administrator a valid and timely Request for Exclusion.

6 1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked
7 for Defendant for at least one day during the PAGA Period, based on timekeeping records.

8 1.31. “PAGA Period” means the period from August 4, 2022, through the end date of the Class
9 Period.

10 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

11 1.33. “PAGA Notice” means Plaintiff’s August 4, 2023, letter to Defendant and the LWDA,
12 providing notice pursuant to Labor Code section 2699.3 subd. (a).

13 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
14 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$20,000.00) and the 75%
15 to the LWDA (\$60,000.00) in settlement of PAGA claims.

16 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
17 timely Request for Exclusion from the Settlement.

18 1.36. “Plaintiff” means Jorge Rosales, the named plaintiff in the Action.

19 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
20 Settlement.

21 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
22 and Approval of PAGA Settlement.

23 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2
24 below.

25 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4
26 below.

27 1.41. “Released Parties” means: Defendant, and each of its past, present and/or future officers,
28 directors, members, managers, employees, agents, representatives, attorneys, insurers, partners,

investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, as well as any other individual or entity who could otherwise be found liable for violations against Plaintiff or any Aggrieved Employee under California Labor Code section 558.1 in connection with the employment of Plaintiff or any Aggrieved Employee with Defendant or any other Released Party.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on timekeeping records.

2. RECITALS

2.1. On August 4, 2023, Plaintiff commenced this Action by filing a complaint against Defendant for: failure to pay overtime and minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to timely pay wages during employment; failure to indemnify for business expenses; failure to pay unused vested vacation time; and unfair competition (the “Class Action”).

2.2. Also, on August 4, 2023, Plaintiff filed with the LWDA and served on Defendant, a notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“PAGA Notice”).

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1 2.3. On December 14, 2023, after sixty-five (65) days had passed without any action by the
2 LWDA with respect to the Labor Code violations alleged in the PAGA Notice, Plaintiff filed a
3 separate representative action under PAGA against Defendant, Case No. 23STCV30486, for the
4 Labor Code violations set out in the PAGA Notice (the “PAGA Action”).

5 2.4. Defendant filed a Motion to Compel Arbitration in the PAGA Action, which the Court
6 denied on June 27, 2024. Defendant filed an appeal in the Second Appellate District, Division 5,
7 Appeal Case No. B340126, which is presently pending. Based upon the pending appeal, the
8 PAGA matter has been stayed since October 2, 2024. Defendant filed a Motion to Compel
9 Arbitration in the Class Action, which the Court granted on July 25, 2024.

10 2.5. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

11 2.6. Prior to mediation, Plaintiff obtained, through informal discovery: (a) time and payroll
12 records for the Aggrieved Employees from August 4, 2022 through mediation; (b) data points,
13 including the number of Aggrieved Employees, employees separated from employment and work
14 weeks from August 4, 2022 through mediation, among others; (c) wage and hour policy
15 documents of Defendant; and (d) all documents pertaining to Plaintiff available to Defendant.

16 2.7. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
17 *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail,*
18 *Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

19 2.8. On June 26, 2025, the Parties participated in an all-day mediation presided over by Lynn
20 Frank, Esquire. The mediation was successful, and the Parties agreed to globally resolve all class
21 and PAGA claims in the Action.

22 2.9. As a condition to this Agreement, the Parties agree to stipulate to Plaintiff’s filing of a
23 First Amended Complaint in the Class Action, re-including all class allegations to the extent they
24 were previously stricken by the Court and incorporate all allegations in the PAGA Action,
25 thereby effectively consolidating the original complaint in the Class Action and the operative
26 pleading in the PAGA Action for purposes of the Settlement. After acceptance of the filing of
27 the First Amended Complaint in the Class Action, Plaintiff will seek dismissal of the PAGA
28 Action without prejudice. The Parties further agree that the allegations in the Class Action,

including both class and PAGA claims, will relate back to August 4, 2022, and the First Amended Complaint in the Class Action shall be the operative complaint in the Action (“Operative Complaint”).

2.10. The Court has not granted class certification.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay \$820,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the

1 Administrator will retain the remainder in the Net Settlement Amount. The
2 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
3 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
4 Representative Service Payment.

5 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
6 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
7 Agreement, is currently estimated to be \$287,000.00 and a Class Counsel Litigation
8 Expenses Payment of not more than \$40,000.00. Defendant will not oppose requests for
9 these payments provided that do not exceed these amounts. Plaintiff and/or Class
10 Counsel will file a motion for Class Counsel Fees Payment and Class Litigation
11 Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class
12 Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than
13 the amounts requested, the Administrator will allocate the remainder to the Net
14 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
15 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fees
16 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
17 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
18 or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
19 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
20 Expenses Payment and holds Defendant harmless, and indemnify Defendant, from any
21 dispute or controversy regarding any division or sharing of any of these Payments. There
22 will be no additional charge of any kind to either the Settlement Class Member(s) or
23 request for additional consideration from Defendant for such work unless, Defendant
24 materially breaches this Agreement, including any term regarding funding, and further
25 efforts are necessary from Class Counsel to remedy said breach, including, without
26 limitation, moving the Court to enforce the Agreement. Should the Court approve
27 attorneys' fees and/or litigation costs and expenses in amounts that are less than the
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amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,950.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$7,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$80,000.00 to be paid from the Gross Settlement Amount, with 75% (\$60,000.00) allocated to the LWDA PAGA Payment and 25% (\$20,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks. Based on a review of its records to date, Defendant estimates there were approximately 195 Class Members who collectively worked a total of approximately 15,000 Workweeks ("Class Weeks").

4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet and declarations Defendant, or Defense Counsel, to Plaintiff's Counsel attesting to the method by which the number of Workweeks and Pay Periods were determined for each Class Member, each Aggrieved Employee, and all Class Member and Aggrieved Employees in the aggregate. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously

1 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
2 omitted Class Data.

3 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
4 Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
5 transmitting the funds to the Administrator no later than 14 days after the Effective Date.

6 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
7 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
8 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
9 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
10 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
11 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
12 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
13 Payments.

14 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
15 Individual PAGA Payments and send them to the Class Members via First Class U.S.
16 Mail, postage prepaid. The face of each check shall prominently state the date (not less
17 than 180 days after the date of mailing) when the check will be voided. The
18 Administrator will cancel all checks not cashed by the void date. The Administrator will
19 send checks for Individual Settlement Payments to all Participating Class Members
20 (including those for whom Class Notice was returned undelivered). The Administrator
21 will send checks for Individual PAGA Payments to all Aggrieved Employees including
22 Non-Participating Class Members who qualify as Aggrieved Employees (including
23 those for whom Class Notice was returned undelivered). The Administrator may send
24 Participating Class Members a single check combining the Individual Class Payment
25 and the Individual PAGA Payment. Before mailing any checks, the Settlement
26 Administrator must update the recipients' mailing addresses using the National Change
27 of Address Database.
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1 4.4.2. The Administrator must conduct a Class Member Address Search for all other
2 Class Members whose checks are returned undelivered without USPS forwarding
3 address. Within 7 days of receiving a returned check the Administrator must re-mail
4 checks to the USPS forwarding address provided or to an address ascertained through
5 the Class Member Address Search. The Administrator need not take further steps to
6 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
7 The Administrator shall promptly send a replacement check to any Class Member whose
8 original check was lost or misplaced, requested by the Class Member prior to the void
9 date.

10 4.4.3. For any Class Member whose Individual Class Payment check or Individual
11 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
12 shall transmit the funds represented by such checks to the *cy pres* recipient, Working
13 Wardrobes.

14 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
15 not obligate Defendant to confer any additional benefits or make any additional
16 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
17 specified in this Agreement.

18 **5. RELEASE OF CLAIMS**

19 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
20 and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
21 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
22 Class Members, and Class Counsel will release claims against all Released Parties as follows:

23 5.1. Plaintiff's Release. Plaintiff and his former and present spouses, representatives, agents,
24 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
25 Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims
26 that were, or reasonably could have been, alleged, based on the facts contained, in the Operative
27 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on
28 facts contained in the Operative Complaint and Plaintiff's PAGA Notice. ("Plaintiff's Release.")

1 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
2 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
3 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
4 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
5 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
6 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such
7 different or additional facts or Plaintiff's discovery of them.

8 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
9 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the
10 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
11 which reads:

12 A general release does not extend to claims that the creditor or releasing party does not
13 know or suspect to exist in his or her favor at the time of executing the release, and that
14 if known by him or her would have materially affected his or her settlement with the
15 debtor or Released Party.

16 5.2. Release by Participating Class Members: For the duration of the Class Period, all
17 Participating Class Members, on behalf of themselves and their respective former and present
18 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
19 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
20 on the facts stated in the Operative Complaint, including: (1) all claims for failure to pay overtime
21 wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal
22 periods, or compensation in lieu thereof; (4) all claims for failure to provide rest periods, or
23 compensation in lieu thereof (5) all claims for the failure to pay all wages due upon separation
24 from employment; (6) all claims for failure to provide accurate wage statements; (7) all claims for
25 failure to timely pay wages during employment; (8) all claims for failure to indemnify for business
26 expenses; (9) all claims for failure to pay unused vested vacation time; and (9) all claims asserted
27 through California Business & Professions Code section 17200, *et seq.* arising out of the Labor
28 Code violations referenced in the Operative Complaint.

1 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
2 release any other claims, including claims for vested benefits, wrongful termination, violation of
3 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
4 workers' compensation, or claims based on facts occurring outside the Class Period.

5 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
6 Employees are deemed to release, on behalf of themselves and their respective former and present
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
8 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
9 alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, including,
10 claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and
11 2699, in connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203,
12 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 558, 1102.5, 1174,
13 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

14 **6. MOTION FOR PRELIMINARY APPROVAL**

15 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion
16 for Preliminary Approval") that complies with the Court's current checklist for Preliminary
17 Approvals.

18 6.1. Defendant's Declaration in Support of Preliminary Approval. Within 14 days of full
19 execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
20 declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
21 potential conflicts of interest with the Administrator and Cy Pres Recipient, and whether
22 Defendant's counsel is aware of any other claims or matters that may be affected by this
23 Settlement.

24 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
25 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
26 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
27 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
28 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and

1 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
2 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
3 to its willingness to serve; competency; operative procedures for protecting the security of Class
4 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
5 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
6 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
7 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
8 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
9 Members; (vi) a signed declaration from each Class Counsel firm attesting to its competency to
10 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
11 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
12 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699,
13 subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class
14 Members and the Administrator.

15 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
16 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
17 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
18 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
19 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
20 Administrator.

21 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
22 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
23 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
24 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
25 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
26 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
27 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
28 Court’s concerns.

1 **7. SETTLEMENT ADMINISTRATION**

2 7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
3 Administrator and verified that, as a condition of appointment, agrees to be bound by this
4 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
5 payment of Administration Expenses. The Parties and their Counsel represent that they have no
6 interest or relationship, financial or otherwise, with the Administrator other than a professional
7 relationship arising out of prior experiences administering settlements.

8 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
9 Identification Number for purposes of calculating payroll tax withholdings and providing reports
10 state and federal tax authorities.

11 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
12 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
13 468B-1.

14 7.4. Notice to Class Members

15 7.4.1. No later than three (3) business days after receipt of the Class Data, the
16 Administrator shall notify Class Counsel that the list has been received and state the
17 number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods
18 in the Class Data.

19 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
20 days after receiving the Class Data, the Administrator will send to all Class Members
21 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
22 the Class Notice with Spanish translation, substantially in the form attached to this
23 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
24 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
25 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
26 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
27 update Class Member addresses using the National Change of Address database.

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1 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
2 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
3 using any forwarding address provided by the USPS. If the USPS does not provide a
4 forwarding address, the Administrator shall conduct a Class Member Address Search,
5 and re-mail the Class Notice to the most current address obtained. The Administrator
6 has no obligation to make further attempts to locate or send Class Notice to Class
7 Members whose Class Notice is returned by the USPS a second time.

8 7.4.4. The deadlines for Class Members' written Objections, Challenges to Workweeks
9 and/or PAGA Pay Periods and Requests for Exclusion will be extended an additional
10 15 days beyond the 45 days otherwise provided in the Class Notice for all Class
11 Members whose notice is re-mailed. The Administrator will inform the Class Member
12 of the extended deadline with the re-mailed Class Notice.

13 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
14 discovers any persons who believe they should have been included in the Class Data
15 and should have received Class Notice, the Parties will expeditiously meet and confer,
16 and in good faith, in an effort to agree on whether to include them as Class Members.
17 If the Parties agree, such persons will be Class Members entitled to the same rights as
18 other Class Members, and the Administrator will send, via email or overnight delivery,
19 a Class Notice requiring them to exercise options under this Agreement not later than
20 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
21 ever are later.

22 7.5. Requests for Exclusion (Opt-Outs).

23 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
24 must send the Administrator, by mail, a signed written Request for Exclusion not later
25 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
26 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
27 from a Class Member or his/her representative that reasonably communicates the Class
28 Member's election to be excluded from the Settlement and includes the Class Member's

1 name, address and email address or telephone number. To be valid, a Request for
2 Exclusion must be timely postmarked by the Response Deadline.

3 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
4 fails to contain all the information specified in the Class Notice. The Administrator shall
5 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain
6 the identity of the person as a Class Member and the Class Member's desire to be
7 excluded. The Administrator's determination shall be final and not appealable or
8 otherwise susceptible to challenge. If the Administrator has reason to question the
9 authenticity of a Request for Exclusion, the Administrator may demand additional proof
10 of the Class Member's identity. The Administrator's determination of authenticity shall
11 be final and not appealable or otherwise susceptible to challenge.

12 7.5.3. Every Class Member who does not submit a timely and valid Request for
13 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
14 to all benefits and bound by all terms and conditions of the Settlement, including the
15 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
16 regardless whether the Participating Class Member actually receives the Class Notice
17 or objects to the Settlement.

18 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
19 Non-Participating Class Member and shall not receive an Individual Class Payment or
20 have the right to object to the class action components of the Settlement. Because future
21 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
22 Participating Class Members who are Aggrieved Employees are deemed to release the
23 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
24 PAGA Payment.

25 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
26 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
27 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
28 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the

1 allocation by communicating with the Administrator via mail. If a Class Member timely disputes
2 their Workweeks and PAGA Pay Periods calculation, Defendant shall be given up to five
3 business days to produce to the Settlement Administrator any time data, pay data, or other
4 information that Defendant believes supports its Workweeks and PAGA Pay Periods calculation
5 for the Class Member. The Administrator must encourage the challenging Class Member to
6 submit supporting documentation. In the absence of any contrary documentation, the
7 Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct
8 so long as they are consistent with Defendant's records. The Administrator's determination of
9 each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not
10 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
11 copies of all challenges to the calculations of Workweeks and/or PAGA Pay Periods to Defense
12 Counsel and Class Counsel and the Administrator's determination of the challenges.

13 **7.7. Objections to Settlement**

14 7.7.1. Only Participating Class Members may object to the class action components of
15 the Settlement and/or this Agreement, including contesting the fairness of the
16 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
17 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

18 7.7.2. Participating Class Members may send written objections to the Administrator by
19 mail. In the alternative, Participating Class Members may appear in Court (or hire an
20 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
21 A Participating Class Member who elects to send a written objection to the
22 Administrator must do so not later than 45 days after the Administrator's mailing of the
23 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
24 mailed).

25 7.7.3. Non-Participating Class Members have no right to object to any of the class action
26 components of the Settlement.

27 **7.8. Administrator's Duties.** The Administrator has a duty to perform or observe all tasks to
28 be performed or observed by the Administrator contained in this Agreement or otherwise.

1 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
2 and use an internet website to post information of interest to Class Members including
3 the date, time and location for the Final Approval Hearing and copies of the Settlement
4 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
5 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
6 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
7 the Final Approval and the Judgment. The Administrator will also maintain and monitor
8 an email address and a toll-free telephone number to receive Class Member calls and
9 emails.

10 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
11 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
12 Not later than 5 days after the expiration of the deadline for submitting Requests for
13 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
14 containing (a) the names and other identifying information of Class Members who have
15 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
16 other identifying information of Class Members who have submitted invalid Requests
17 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
18 (whether valid or invalid).

19 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
20 reports to Class Counsel and Defense Counsel that, among other things, tally the number
21 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
22 Exclusion (whether valid or invalid) received, objections received, challenges to
23 Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for
24 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
25 Weekly Reports must include provide the Administrator’s assessment of the validity of
26 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
27 received.

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1 7.8.4. Workweek and/or PAGA Pay Periods Challenges. The Administrator has the
2 authority to address and make final decisions consistent with the terms of this
3 Agreement on all Class Member challenges over the calculation of Workweeks and/or
4 PAGA Pay Periods. The Administrator's decision shall be final and not appealable or
5 otherwise susceptible to challenge.

6 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file
7 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
8 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
9 due diligence and compliance with all of its obligations under this Agreement,
10 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
11 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
12 number of Requests for Exclusion from Settlement it received (both valid or invalid),
13 the number of written objections and attach the Exclusion List. The Administrator will
14 supplement its declaration as needed or requested by the Parties and/or the Court. Class
15 Counsel is responsible for filing the Administrator's declaration(s) in Court.

16 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
17 disburses all funds in the Gross Settlement Amount, the Administrator will provide
18 Class Counsel and Defense Counsel with a final report detailing its disbursements by
19 employee identification number only of all payments made under this Agreement. At
20 least 7 days before any deadline set by the Court, the Administrator will prepare, and
21 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
22 Court attesting to its disbursement of all payments required under this Agreement. Class
23 Counsel is responsible for filing the Administrator's declaration in Court.

24 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

25 8.1. Based on its records, Defendant represents that there were approximately 195 Class
26 Members and approximately 15,000 Workweeks during the Class Period. In the event the number
27 of Workweeks worked by Class Members during the Class Period increases by more than 10%
28 (*i.e.*, an additional 1,500 Workweeks for a total of 16,500 Workweeks), then Defendant shall

1 make an election that one of the following occur: (1) either the Gross Settlement Amount shall
2 be increased by number of Workweeks in excess of 16,500 Workweeks multiplied by the
3 Workweek Value; or (2) the Class Period will end on the date that the number of Workweeks
4 worked by Class Members reaches 16,500 Workweeks. The Workweek Value shall be calculated
5 by dividing the originally agreed-upon Gross Settlement Amount (\$820,000.00) by 15,000. Thus,
6 for example, should Defendant elect Option 1 above, and there are 17,000 Workweeks in the
7 Class Period, then the Gross Settlement Amount shall be increased by \$27,335.00 $([17,000 -$
8 $16,500] \times \text{Workweek Value})$. Should Defendant elect Option 2 above (*i.e.*, to have the Class
9 Period end on the date that the number of Workweeks worked by Class Members reaches 16,500)
10 Defendant must exercise its election by the latter of (a) thirty (30) days before the first scheduled
11 Motion for Preliminary Approval; or (b) thirty (30) days after the execution of this Agreement,
12 or it will be assumed Defendant has elected Option 1 in this Paragraph (*i.e.*, to increase the Gross
13 Settlement Amount). Any said election may be reflected by declaration testimony, an addendum
14 of the settlement, or an amendment thereto.

15 **9. MOTION FOR FINAL APPROVAL**

16 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
17 final approval of the Settlement that includes a request for approval of the PAGA settlement
18 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
19 Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts
20 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
21 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
22 any disagreements concerning the Motion for Final Approval.

23 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by
24 a Participating Class Member, including the right to file responsive documents in Court no later
25 than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the
26 Court.

27 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
28 Approval on any material change to the Settlement (including, but not limited to, the scope of

1 release to be granted by Class Members), the Parties will expeditiously work together in good
2 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
3 Approval. The Court's decision to award less than the amounts requested for the Class
4 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
5 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for
6 alleged wrongful termination, shall not constitute a material modification to the Agreement
7 within the meaning of this paragraph.

8 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
9 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
10 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
11 and (iii) addressing such post-Judgment matters as are permitted by law.

12 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
13 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
14 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
15 respective counsel, and all Participating Class Members who did not object to the Settlement as
16 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
17 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
18 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
19 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
20 Parties' obligations to perform under this Agreement will be suspended until such time as the
21 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
22 the amount of the Net Settlement Amount.

23 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
24 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
25 modification of this Agreement (including, but not limited to, the scope of release to be granted
26 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
27 expeditiously work together in good faith to address the appellate court's concerns and to obtain
28 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration

1 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
2 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
3 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
4 as long as the Gross Settlement Amount remains unchanged

5 **10. AMENDED JUDGMENT**

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

8 **11. ADDITIONAL PROVISIONS**

9 **11.1. No Admission of Liability, Class Certification or Representative Manageability for Other**
10 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
11 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
12 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
13 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
14 Defendant's defenses in the Action have merit. The Parties agree that class certification and
15 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
16 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to
17 contest certification of any class for any reason, and Defendant reserves all available defenses to
18 the claims in the Action, and Plaintiff reserves the right to move for class certification on any
19 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
20 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
21 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
22 and this Agreement).

23 **11.2. Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendant and
24 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
25 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
26 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
27 or indirectly, specifically or generally, to any person, corporation, association, government
28 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom

1 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
2 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
3 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
4 government agency. Each Party agrees to immediately notify each other Party of any judicial or
5 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
6 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
7 other communication, before the filing of the Motion for Preliminary Approval, any with third
8 party regarding this Agreement or the matters giving rise to this Agreement except to respond
9 only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
10 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
11 obligations owed to Class Members.

12 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
13 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
14 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
15 ability to communicate with Class Members in accordance with Class Counsel’s ethical
16 obligations owed to Class Members.

17 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
18 together with its attached exhibits shall constitute the entire agreement between the Parties
19 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
20 inducements made to or by any Party.

21 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
22 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
23 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
24 its terms, and to execute any other documents reasonably required to effectuate the terms of this
25 Agreement including any amendments to this Agreement.

26 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
27 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
28 Settlement Agreement, submitting supplemental evidence and supplementing points and

1 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
2 or content of any document necessary to implement the Settlement, or on any modification of the
3 Agreement that may become necessary to implement the Settlement, the Parties will seek the
4 assistance of a mediator and/or the Court for resolution.

5 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
6 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
7 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
8 action, or right released and discharged by the Party in this Settlement.

9 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
10 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
11 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
12 Part 10, as amended) or otherwise.

13 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
14 modified, changed, or waived only by an express written instrument signed or agreed to by all
15 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
16 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
17 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
18 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
19 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
20 the use of signatures previously provided by the Parties.

21 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
22 the benefit of, the successors of each of the Parties.

23 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
24 governed by and interpreted according to the internal laws of the state of California, without
25 regard to conflict of law principles.

26 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
27 this Agreement. This Agreement will not be construed against any Party on the basis that the
28 Party was the drafter or participated in the drafting.

1 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
2 during Action and in this Agreement relating to the confidentiality of information shall survive
3 the execution of this Agreement.

4 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
5 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
6 in connection with the mediation, other settlement negotiations, or in connection with the
7 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
8 be used in any way that violates any existing contractual agreement, statute, or rule of court. Not
9 later than 90 days after the date when the Court discharges the Administrator's obligation to
10 provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy
11 all paper and electronic versions of Class Data received from Defendant.

12 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
15 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
16 weekend or federal legal holiday, such date or deadline shall be on the first business day
17 thereafter.

18 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
19 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
20 be accepted as an original. All executed counterparts and each of them will be deemed to be one
21 and the same instrument if counsel for the Parties will exchange between themselves signed
22 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
23 contents of this Agreement.

24 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
25 Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further
26 agree that, upon the signing of this Agreement, pursuant to CCP section 583.330 to extend the
27 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
28 process.

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:



06/30/2026

Plaintiff, Jorge Rosales

Jeff Estabrooks

Jeff Estabrooks (Jul 2, 2026 12:31:11 PDT)

Jul 2, 2026

Jeff Estabrooks

President

For Defendant, George Chevrolet

AGREED AS TO FORM ONLY:

David D. Bibiyan

06/30/2026

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

David Reese

Jul 2, 2026

John P. Boggs
David J. Reese
William D. Wheelock
Alexander J. Curry
Counsel for Defendant