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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DESTINY CUEVAS, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

DWWCT LLC, a California limited liability
company; DWWA, INC., a California
corporation; DWWCM, INC., a California
corporation; DWWGH LLC, a California
limited liability company; DWWH, INC., a
California corporation; DWWJN, INC., a
California corporation; DWWMO, INC., a
California corporation; DWWSA, INC., a
California corporation; DWWSB, INC., a
California corporation; DWWTL, a California
corporation; DWWTO, a California corporation;
DWWTR, a California corporation; DWWVF,
INC., a California corporation; and/or DAVID
WILSON'S FORD OF ORANGE, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 23STCV23859

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Los Angeles ("Court"), Plaintiff Destiny Cuevas ("Plaintiff") individually and as a representative of the State of California and the Aggrieved Employees, on the one hand, and Defendants DWWCT, LLC (dba Claremont Toyota) and DWWTO, Inc. (dba Toyota of Orange) ("Defendants"), on the other hand, (collectively with Plaintiff, the "Parties") hereby agree to the following binding settlement ("Agreement," "Settlement," or "Settlement Agreement") of Plaintiff's claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means the (1) the written notice to the Labor Workforce Development Agency (LWDA) submitted by Plaintiff against Defendants on September 25, 2023 and amended on December 18, 2023 pursuant to Labor Code section 2699.3 of the specific provisions of the California Labor Code alleged to have been violated by Defendants, LWDA-CM-83710-2 and (2) the Complaint filed by Plaintiff on September 29, 2023 and amended on August 1, 2024 entitled *Cuevas v. DWWCT, LLC*, No. 23STCV23859 filed in the Los Angeles County Superior Court asserting causes of action for (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 1182.12, 1194, 197, 1197.7, and 1198 (Unpaid Minimum Wages); (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods); (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods); (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records); (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid upon Termination); (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment); (8) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*; (9) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); (10) Violation of California Business & Professions Code §§ 17200, *et*

1 *seq* (Unfair Business Practices).¹

2 2. "Aggrieved Employees" means all persons who were employed by Defendants in the
3 State of California in non-exempt or hourly positions as well as positions that earn commissions, at any
4 time during the Settlement Period.

5 3. "Court" means the Superior Court for the State of California, County of Los Angeles.

6 4. "Defense Counsel" means Fisher & Phillips, LLP

7 5. "Gross Settlement Amount" means the settlement amount of Three Hundred Ninety
8 Thousand Dollars (\$390,000) to be paid by Defendants in full satisfaction of all Settled Claims arising
9 from the Action.

10 6. "LWDA" means the California Labor and Workforce Development Agency.

11 7. "PAGA Penalties Fund" means the Gross Settlement Amount less the Attorneys' Fees
12 and Costs and Settlement Administrator Costs as approved by the Court.

13 8. "Plaintiff's Counsel" means Capstone Law APC.

14 9. "Released Parties" means Defendant and all of its past, present, and future respective
15 subsidiaries, dba's, parents, predecessors, successors, and their current and former employees, managing
16 agents, directors, officers and members.

17 10. "Settled Claims" means any and all claims for PAGA civil penalties under the California
18 Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or that could have been
19 alleged to have been violated in the Action with respect to Aggrieved Employees based on the facts
20 alleged in the Action as defined herein during the Settlement Period including claims for unpaid
21 overtime; unpaid minimum wages; failure to provide compliant meal periods and/or failure to provide
22 meal period premiums; failure to authorize and permit compliant rest periods and/or failure to provide
23 rest period premiums; failure to provide compliant wage statements; failure to maintain adequate or
24

25 ¹ Plaintiff included only Class Action claims. On March 7, 2024, pursuant to the Parties
26 stipulation, the Court entered an order dismissing Plaintiff's Class Action claims pursuant to the terms of
27 an applicable Arbitration Agreement, allowing Plaintiff to file an amended complaint to include her
28 PAGA claims, and staying PAGA claims pending completion of arbitration. On August 1, 2024,
Plaintiff filed an amended Complaint that still included her Class Action claims (which were dismissed
by the Court on March 7, 2024) and a claim for Civil Penalties for Violations of California Labor Code,
Pursuant to PAGA §§ 2698, *et seq.*

accurate time and payroll records; failure to timely pay wages upon termination; failure to timely pay wages during employment; failure to provide sick leave through the failure to properly calculate sick leave pay rate, and failure to provide written notice of paid sick leave benefits (including COVID-19 supplemental paid sick leave); failure to reimburse; off-the-clock work; rounding of time records; editing of time records; failure to include non-discretionary bonuses, incentive pay, and/or other forms remuneration into the regular rate of pay; improper classification of employees as exempt from overtime compensation; failure to separately compensate for rest periods and/or other nonproductive time and failure to provide itemized statements listing total hours of nonproductive time and/or total hours of compensable rest periods; unlawful deductions; secret payment of lower wages; waiting time penalties; failure to maintain personnel records; and for violations Labor Code sections 96, 200, 201, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 224, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249, 256, 227.3, 510, 511, 512, 516, 558, 1174, 1174.5, 1174, 1174.15, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699.3, 2699.5, 2802, 2810.5, Tit. 8 CCR 3395, and the applicable Wage Order(s) provisions (including IWC Wage Order No. 7-2001).

11. "Settlement Period" means July 26, 2022 through November 30, 2024.

TERMS

12. Gross Settlement Amount. In consideration for Plaintiff's promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendants will pay Three Hundred Ninety Thousand Dollars (\$390,000) ("Gross Settlement Amount") to settle the Action. The Gross Settlement Amount includes Plaintiff's attorneys' fees, litigation costs and expenses, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendants.

13. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or that could have been alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-

Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

13(a) Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

13(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula:
$$\text{Settlement Payment} = 25\% \text{ of PAGA Penalties Fund} \times [\text{Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period} \div \text{Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period}].$$

13(c) Defendants estimate that Aggrieved Employees worked approximately 19,367 Pay Periods as of October 28, 2024. In the event the number of Pay Periods worked by the Aggrieved Employees during the Settlement Period increases by more than 10% of this estimate, then Defendants must either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Pay Periods worked by the Aggrieved Employees above 10% (for example, if the number of pay periods increases by 11%, the Gross Settlement Amount will increase by 1%), or (ii) advance the end date of the Settlement to correspond to the last date on which the total number of Pay Periods during the Settlement Period was not in excess of 21,304 ("Escalator Clause").

14. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than One Hundred Thirty Thousand Dollars (\$130,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty Thousand Dollars (\$20,000), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to

Plaintiff's Counsel and/or reduced by the Court will be added to the PAGA Penalties Fund and Defendants will not be responsible for the difference.

15. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there are approximately Five Hundred (500) Aggrieved Employees, Settlement Administration Costs are estimated at Five Thousand Dollars (\$5,000).

16. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment").

17. List of Aggrieved Employees. Within ten (10) calendar days after entry of the Order and Judgment, Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

18. Funding of the Settlement. Within Fifteen (15) calendar days after (a) entry of the Order and Judgment; (b) the dismissal without prejudice of all entities named in the Action (other than the Settling Defendants herein) including DWWA, INC.; DWWCM, INC.; DWWGH LLC; DWWH, INC.; DWWJN, INC.; DWWMO, INC.; DWWSA, INC.; DWWSB, INC.; DWWTL; DWWTR; DWWVF, INC.; and DAVID WILSON'S FORD OF ORANGE and (c) the dismissal without prejudice of all class claims consistent with the Court's March 7, 2024 order, whichever date is later, Defendants will deposit the Gross Settlement Amount into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement

Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff's Counsel for its Attorneys' Fees and Costs; and (d) itself for its Settlement Administration Costs. The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement. Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys' Fees and Costs, Settlement Administration Costs, and the amounts to be paid to the LWDA and Aggrieved Employees as described herein will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099, as required.

19. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Funds represented by settlement checks returned as undeliverable and settlement checks remaining un-cashed for more than 180 calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division in the name of each Aggrieved Employee who did not negotiate his or her check, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

20. Release of Settled Claims. Upon the date on which Defendants fully fund the Gross Settlement Amount, Plaintiff and all Aggrieved Employees release, discharge and will be forever barred from pursuing against Defendants and Released Parties any and all Settled Claims during the Settlement Period. The release of the Settled Claims includes a release from the State of California for the Settlement Period (to the extent Plaintiff is permitted to provide such a release for the State of

California). Aggrieved Employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement.

21. Separate Non-PAGA Settlement Agreement. The Parties have separately entered into a confidential settlement agreement regarding the non-PAGA claims by Plaintiff against Defendants arising out of Plaintiff's employment with Defendants and the termination of that employment. Nothing in this Agreement shall be construed to limit the Parties' rights under the separate agreement.

22. No Right to Exclusion or Objections by Representative Action Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

23. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

24. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

25. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

26. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court

will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

27. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

28. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.

29. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

30. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

31. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

32. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

33. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this

1 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that
2 they are each represented by competent counsel and that they have had an opportunity to consult with
3 their counsel regarding the fairness and reasonableness of this Settlement.

4 34. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
5 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
6 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

7 35. Invalidity of Any Provision. Before declaring any provision of this Settlement
8 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
9 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
10 valid and enforceable.

11 36. Captions. The captions and section numbers in this Settlement Agreement are inserted
12 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
13 provisions of this Settlement Agreement.

14 37. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
15 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
16 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

17 38. Enforcement Action. In the event that one or more of the Parties institutes any legal
18 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
19 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
20 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in
21 connection with any enforcement actions.

22 39. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
23 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
24 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
25 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
26 all Parties have contributed to the preparation of this Settlement Agreement.

27 40. Representation By Counsel. The Parties acknowledge that they have been represented
28 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and

1 that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed
2 in full.

3 41. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
4 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
5 Settlement Agreement.

6 42. Approval and Implementation of the PAGA Settlement.

7 42(a) The Parties are aware that some courts have approved a PAGA settlement
8 and entered an order approving the settlement and judgment and thereafter
9 closed the case, while others have approved a PAGA settlement and entered
10 only an order approving the settlement with later instructions to file a
11 request for dismissal of the action. The Parties agree to cooperate and take
12 any and all steps required by the Court in the Action to implement the
13 Settlement and terminate the Action pursuant to settlement (i.e., to terminate
14 the Action by way of judgment or dismissal).

15 42(b) The Parties further agree to cooperate in the drafting and/or filing of any
16 further documents and/or filings reasonably necessary to be prepared and/or
17 filed, and to take all steps that may be requested by the Court in order to
18 obtain approval and implementation of this Settlement Agreement.

19 42(c) The Parties shall seek to obtain Court approval of this Settlement
20 Agreement by way of an unopposed motion to be filed by Plaintiff's
21 Counsel. Plaintiff's Counsel shall provide a draft of the motion and
22 proposed order to Defense Counsel for review. Defense Counsel will be
23 given an opportunity to comment on the papers prior to their being filed
24 with the Court, and Plaintiff's Counsel will make a good faith effort to
25 implement those comments.

26 42(d) The Parties expressly acknowledge that the Court's approval of the
27 Settlement Agreement is a condition precedent to any payments described in
28 this Settlement Agreement. Therefore, the Parties further acknowledge that,

1 should the Court not grant approval of this Settlement Agreement and/or
 2 should the Court refuse to grant judgment or dismissal of the Action and
 3 close the Action based on the Settlement, the entirety of this Settlement
 4 Agreement shall be null and void, and the Parties will have no obligations
 5 under it.

6 42(e) The sum of the Attorney Fees and Costs and Settlement Administration
 7 Costs shall be determined by the Court. The Court's approval or denial of
 8 any amount requested for these items is not a basis to terminate or cancel
 9 this Settlement Agreement. Any order or proceeding relating to an
 10 application for the Attorney Fees and Costs, or Settlement Administration
 11 Costs shall not operate to terminate or cancel this Agreement.

12 42(f) If the Court does not grant the Order and Judgment or conditions the Order
 13 and Judgment on any material change to this Agreement, Plaintiff's Counsel
 14 and Defense Counsel will expeditiously work together on behalf of the
 15 Parties by meeting by telephone, and in good faith, to modify the
 16 Agreement and otherwise satisfy the Court's concerns, if possible. The
 17 Parties retain the right, in the exercise of their sole respective discretion, to
 18 unilaterally withdraw from and terminate the Settlement if the Court makes
 19 or orders changes to the Material Settlement terms. Material Settlement
 20 Terms include: (a) the amount of the Gross Settlement Amount; (b) the time
 21 period of the Settled Claims; (c) the covered Settlement Period; (d) the
 22 Escalator Clause in paragraph 13(c); and/or (e) the Parties respective Option
 23 to Revoke Settlement as otherwise set forth herein.

24 43. Binding Agreement. The Parties warrant that they understand and have full authority to
 25 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
 26 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
 27 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
 28 under federal or state law.

1 44. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute
2 that has arisen between them and to avoid the burden, expense, and risk of continued litigation.
3 Defendants generally and specifically deny any and all liability or wrongdoing with any of the claims
4 alleged in the Action or that they have violated any federal, state, or local law; violated any regulations or
5 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
6 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or
7 deception; or engaged in any other unlawful conduct with respect to its employees. Defendants further
8 make no concessions or admissions of liability of any sort, make no concessions or admissions that any
9 Aggrieved Employee is or was employed by Defendants, and contend that for any purpose other than
10 settlement, the Action is not appropriate for class or representative treatment. Defendants assert several
11 defenses to the claims and have denied any wrongdoing or liability arising out of any of the alleged facts
12 or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein,
13 nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an
14 admission, concession, or indication by or against Defendants or any of the Released Parties of any fault,
15 wrongdoing, or liability whatsoever. Except as necessary in a proceeding to enforce the terms of this
16 Settlement, this Agreement and its terms and provisions shall not be offered or received as evidence in
17 any action or proceeding to establish any liability or admission on the part of Defendants or to establish
18 the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local
19 or other applicable law. Nor shall anything in this Agreement be construed or deemed an admission that
20 the Action was properly brought as Private Attorney General Actions under PAGA. Finally, nothing in
21 this Agreement or in the Order and Judgment shall be deemed a waiver of Defendants' right to enforce
22 the arbitration agreements of Aggrieved Employees in the future. The Parties agree that representative
23 treatment is for purposes of this Settlement only. If, for any reason the Court does not enter the Order and
24 Judgment, Defendants reserve all available defenses to the claims in the Action.

25 45. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
26 including with respect to California Code of Civil Procedure section 583.310, except such proceedings
27 necessary to implement and complete the Settlement, pending approval of the Settlement.

28 46. Jurisdiction of the Court. The Parties agree that the Court shall retain continuing

jurisdiction over the Action under CCP 664.6 to ensure the continuing implementation of the provisions of this Settlement.

47. Notice of Settlement to LWDA. Plaintiff represents that at the same time she files a Motion for Approval of the Settlement, she will give notice of this Agreement and proposed Settlement to the LWDA as required by Labor Code section 2699(1)(2).

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Dated: 12/31/2025

PLAINTIFF

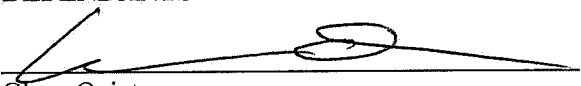
DocuSigned by

Destiny Cuevas

12/31/2025 4:40
Destiny Cuevas

Dated: 12/31/25

DEFENDANTS


Glenn Quintos

DWWCT, LLC (dba Claremont Toyota) and
DWWTO, Inc. (dba Toyota of Orange)

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *Cuevas v. DWWCT, LLC*, No. 23STCV23859
(Los Angeles County Superior Court)**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Cuevas v. DWWCT, LLC*, No. 23STCV23859 (Los Angeles County Superior Court) (the “Action”).

The Action was filed against Defendants DWWCT, LLC (dba Claremont Toyota) and DWWTO, Inc. (dba Toyota of Orange) (“Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Action was brought by a former employee of Claremont Toyota on behalf of the State of California and all allegedly “aggrieved employees” of Defendants. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny that they violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendants do not admit that they are liable in any way for any penalties.

The Court has not ruled on the merits of the Action, but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

Aggrieved employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]