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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SABRINA N. BATRES, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

WISH AUTOMOTIVE II, INC. DBA INFINITI OF VAN NUYS, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

SABRINA N. BATRES, individually, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

WISH AUTOMOTIVE II, INC. DBA INFINITI OF VAN NUYS, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 23STCV19968
Consolidated with Case No. 23STCV28137

Assigned for all purposes to Hon. Timothy P. Dillon, Dept. 15

PAGA SETTLEMENT AGREEMENT

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This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Sabrina N. Batres and J. Felix Rosas Cordova ("Plaintiffs") and Defendants Wish Automotive, Inc. dba Nissan of Van Nuys; Wish Automotive II, Inc. dba Infiniti of Van Nuys; and Wish Automotive III, Inc. dba Nissan of Alhambra ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiffs' PAGA lawsuit alleging wage and hour violations against Defendants captioned *Sabrina N. Batres, et al. v. Wish Automotive II, Inc. dba Infiniti of Van Nuys, et al.* initiated on November 15, 2023 and pending in the Supreme Court of the State of California, County of Los Angeles.

1.2 "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means all current and former hourly, non-exempt employees employed by Defendants in the State of California during the PAGA Period.

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

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

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

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

1.9 "Defendants" means Defendants Wish Automotive, Inc. dba Nissan of Van Nuys; Wish Automotive II, Inc. dba Infiniti of Van Nuys; and Wish Automotive III, Inc. dba Nissan of Alhambra.

1.10 "Defense Counsel" means Todd B. Scherwin and Harrison Thorne of Fisher & Phillips LLP.

1.11 "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.12 "Gross Settlement Amount" means ($300,000.00), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 7 below.

1.13 "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.

1.14 "Judgment" means the judgment entered by the Court based upon the Approval.

1.15 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i) (2016).

1.16 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) (2016).

1.17 "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 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs' Enhancement Awards, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18 "PAGA Counsel" means John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC; and David Lavi and Arie Ebrahimian of E&L, LLP.

1.19 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

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

1.21 "PAGA Period" means the period from January 24, 2022 to the date of PAGA approval.

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

1.23 "PAGA Notice" means Plaintiff Sabrina Batres' September 11, 2023 (as amended on October 15, 2025 to include Plaintiff J. Felix Rosas Cordova's PAGA claims) letter to the LWDA and Defendants providing notice pursuant to Labor Code section 2699.3, subd. (a) (2016).

1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount after deducting Plaintiffs' Enhancement Award, PAGA Counsel Fees and Costs Payment, and Administration Expenses Payment, which will be allocated 25% to the Aggrieved Employees and 75% to the LWDA, in settlement of PAGA claims.

1.25 "Plaintiffs" mean Sabrina Batres and J. Felix Rosas Cordova, who shall be the named plaintiffs in the Action.

1.26 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.27 "PAGA Settlement Notice" means the Court Approved PAGA Notice of Settlement, to be mailed to Aggrieved Employees in English (with a Spanish Translation) in the form, without material variation, attached as Exhibit A and incorporated by reference into this agreement.

1.28 "Released Parties" means Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

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

2. RECITALS.

2.1 On August 21, 2023, Plaintiff Sabrina N. Batres filed a putative wage-and-hour class action Complaint alleging eight causes of action under the California Labor Code and a claim for Unfair Business Practices against Defendant Wish Automotive II, Inc. dba Infiniti of Van Nuys (Case No. 23STCV19968).

2.2 On September 11, 2023, Plaintiff Sabrina N. Batres submitted a PAGA notice by online filing pursuant to California Labor Code § 2699.3 (2016) to the LWDA and by certified mail to Defendant Wish Automotive II, Inc. dba Infiniti of Van Nuys (LWDA-CM-980932-33).

2.3 On April 29, 2024, Plaintiff J. Felix Rosas Cordova submitted a PAGA notice by online filing pursuant to California Labor Code § 2699.3 (2016) to the LWDA and by certified mail to Defendant Wish Automotive II, Inc. dba Infiniti of Van Nuys (LWDA-CM-1025299-24).

2.4 On November 15, 2023, Plaintiff Sabrina N. Batres commenced this Action by filing a Complaint alleging causes of action against Defendant Wish Automotive II, Inc. dba Infiniti of Van Nuys for civil penalties under PAGA.

2.5 On January 16, 2024, the Court on its own motion ordered that the putative class and PAGA action be consolidated for all purpose, with the class action (Case No. 23STCV19968) being designated as the lead case.

2.6 On July 22, 2024, J. Felix Rosas Cordova filed a PAGA representative action alleging causes of action against Defendant Wish Automotive II, Inc. dba Infinity of Van Nuys for civil penalties under PAGA.

2.7 Defendants deny the allegations in the complaints filed in this Action and in the Cordova action and/or the associated LWDA Letters and Amended PAGA Letter, deny any failure to comply with the laws identified in the Operative Complaint as defined in Section 2.9 of this Agreement, and deny any and all liability for the causes of action alleged.

2.8 On May 19, 2025, the Parties participated in an all-day mediation presided over by Kevin Barnes, Esq.

2.9 Prior to mediation, Plaintiffs obtained, through informal discovery, a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents.

2.10 Following mediation, the Parties entered into a Memorandum of Understanding ("MOU") which became fully executed on or about October 2, 2025. Under the terms of this MOU, and as set forth in Section 10.1 of this Agreement, the Parties agreed to file a First Amended Complaint in the Action in furtherance of effectuating the terms of this Agreement. This First Amended Complaint shall be the "Operative Complaint."

2.11 Pursuant to Labor Code § 2699.3(a) (2016), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice (as amended on October 15, 2025) (the "Amended PAGA Letter").

2.12 The Parties, PAGA 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 7 below, Defendants promise to pay $300,000 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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:

3.2.1 To Plaintiffs: A payment for the Enhancement Award to Plaintiffs of not more than $10,000.00 to each Plaintiff in addition to any Individual PAGA Payment the Plaintiffs are entitled to receive as an Aggrieved Employee. Defendants will not oppose Plaintiffs' request for an Enhancement Award that does not exceed this amount. As part of the motion for the PAGA Counsel Fees and Litigation Expenses Payments, Plaintiffs will seek Court approval for any Enhancement Award no later than sixteen (16) court days prior to the Approval Hearing, or as otherwise ordered by the Court. If the Court approves an Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to the Aggrieved Employees. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2 <u>To PAGA Counsel</u>: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $100,000.00 and a PAGA Counsel Litigation Expenses Payment for actual costs, not to exceed $30,000.000 (thirty thousand dollars and zero cents). Defendants will not oppose requests for these payments. Plaintiffs and/or PAGA Counsel will file a motion for PAGA Counsel Fees Payment no later than sixteen (16) court days prior to the Approval Hearing, or as otherwise ordered by the Court. If the Court approves a PAGA Counsel Fees Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Aggrieved Employees. Released Parties shall have no liability to Plaintiffs, Aggrieved Employees, PAGA Counsel, or any other Plaintiffs' counsel arising from any claim to any portion of PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants and Released Parties harmless, and indemnifies Defendants and Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 <u>To the Administrator</u>: An Administrator Costs Payment not to exceed $4,550.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than $4,550.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Aggrieved Employees.

3.2.4 <u>To the LWDA and Aggrieved Employees</u>: After deducting Plaintiffs' Enhancement Awards, PAGA Counsel's Fees and Costs Payment, and Administration Expenses Payment, the amount remaining from the GSA shall be allocated to the resolution of claims for civil penalties arising under PAGA ("PAGA Penalties"). Pursuant to PAGA, 75% of the PAGA Penalties payment shall be paid to the LWDA, and 25% of the PAGA Penalties payment shall be paid pro-rata by pay periods to all Aggrieved Employees who worked during the PAGA Period as an Individual PAGA Payment. All Individual PAGA Payments will be allocated 100% to the settlement of claims for statutory penalties and shall be reported on an IRS Form 1099 by the Settlement Administrator.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, Defendants represent there were 539 Aggrieved Employees who worked a total of 15,000 PAGA Pay Periods between January 24, 2022 and the date of mediation.

4.2 Aggrieved Employee Data. Not later than ten (10) calendar days after the Court grants Approval of the Settlement, Defendants will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Enhancement Awards. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Enhancement Awards shall not precede disbursement of Individual PAGA Payments.

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

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

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to California Controller's Unclaimed Property Fund in the name of the employee.

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

5. <u>RELEASES OF CLAIMS</u>. Effective on the date when Defendants fully fund the Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 <u>Plaintiffs' Release</u>. Plaintiffs discharge Defendants and Released Parties from all known and unknown claims Plaintiffs may have or claim to have against Defendants, Defendants' members, owners, employees, officers, agents, affiliates, and insurers, and Released Parties. In connection with said release, Plaintiffs shall waive all rights under California Civil Code section 1542 and any other provision of law that may restrict the release of unknown claims. The claims released by Plaintiffs exclude Plaintiffs' PAGA claims, which are released pursuant to the PAGA Settlement Agreement in Paragraph 5.2. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,

and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and in the Amended PAGA Letter. The Released PAGA Claims are those that accrued during the PAGA Period, including but not limited to (and for illustrative purposes only), claims for PAGA civil penalties for: (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate itemized wage statements; (8) failure to indemnify for necessary expenditures; (9) failure to produce requested employment records; (10) failure to keep accurate and complete payroll records; (11) failure to provide proper sick leave and supplemental paid sick leave; (12) refusal to pay wages due and payable and/or denial of the validity of any claim to wages due; (13) secretly paying wages lower than required by statute while purporting to pay legal wages; (14) failure to pay vested vacation and/or paid time off; (15) failure to provide suitable seating; (16) for unlawful agreements; (17) for failure to timely provide temporary workers with wages; (18) for preventing employees from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations; (19) for unlawful inquiries into criminal histories; and (20) for workplace health and safety violations.

5.3 Seyedrazi's Individual Claims: Nothing in this Agreement shall affect, impair, release, or otherwise prejudice the individual non-PAGA claims of Seyed Mohammad Amin Haji Seyedrazi, which are pled in *Seyed Mohammad Amin Haji Seyedrazi v. Wish Automotive, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV07074, filed on August 6, 2023 (the "*Seyedrazi* Matter"). The Parties expressly acknowledge and agree that the Seyedrazi Matter is wholly independent of this Action, and that Seyedrazi's individual (non-PAGA) claims shall remain intact and unaffected by the terms of this Agreement. This Agreement shall not be construed as a settlement, compromise, or waiver of any rights or remedies that Seyedrazi may pursue in connection with the Seyedrazi Matter. However, as an allegedly Aggrieved Employee, this settlement shall extinguish Seyedrazi's PAGA claims.

6. SETTLEMENT ADMINISTRATION.

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

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

6.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Aggrieved Employees.

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

6.4.1 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

7. <u>ESCALATOR CLAUSE.</u> Based on its records, Defendants represent there were 539 Aggrieved Employees who worked a total of 15,000 PAGA Pay between January 24, 2022 and the date of mediation. If, on final calculation, the total number of Pay Periods worked by Aggrieved Emploees during the PAGA period increases by more than 10% (*i.e.*, an increase of more than 1,500 pay periods), Defendants shall have the option to: (a) increase the GSA proportionally by the number of pay periods worked in excess of 10% (for example, if the final number of total pay periods increases by 11% over 15,000 pay periods, the GSA will increase by 1%); or (b) end the PAGA Period on the date the pay periods total 16,500.

8. <u>MOTION FOR APPROVAL</u>. Not later than sixteen (16) court days before the calendared Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file in Court, a Motion for Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Approval Order; and a proposed Judgment (collectively "Motion for Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Approval. PAGA Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Approval.

8.1 <u>Duty to Cooperate</u>. If the Court does not grant Approval or conditions Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Approval. The Court's decision to award less than the amounts requested for the Enhancement Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and/or Administrator Costs Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

8.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Aggrieved Employees waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

8.4 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

10. ADDITIONAL PROVISIONS.

10.1 Filing of Amended Complaint.

10.1.1 Within 14 calendar days after the parties' MOU is fully executed, Plaintiff Batres shall submit an amended PAGA Letter to the LWDA (the "Amended PAGA Letter") that alleges all facts, claims, and theories alleged in Batres's and

Cordova's PAGA Letters (submitted on September 11, 2023 and April 29, 2024, respectively), and names as defendants and alleged joint employers Wish Automotive, Inc. dba Nissan of Van Nuys, Wish Automotive II, Inc. dba Infiniti of Van Nuys, and Wish Automotive III, Inc. dba Nissan of Alhambra.

10.1.2 Within 30 calendar days following the submission of the Amended PAGA Letter, Plaintiff Batres shall file a dismissal, without prejudice and pursuant to the California Rules of Court, of all class claims alleged in the *Batres* Class Action (Case No. 23STCV19968), and shall likewise dismiss without prejudice all remaining non-class claims alleged therein.

10.1.3 In the event Plaintiff Batres elects or is required to refile any of his individual claims dismissed without prejudice pursuant to subsection 10.1.2 above, the Parties agree that the statute of limitations applicable to such claims shall be tolled from the date of the original filing of the *Batres* Class Action (Case No. 23STCV19968) through the effective date of dismissal. Any subsequently refiled individual claims shall be deemed timely and shall relate back to the original filing date of the *Batres* Class Action to the fullest extent permitted by law.

10.1.4 Within 65 calendar days after the submission of the Amended PAGA Letter, Plaintiff Batres shall file a First Amended Complaint ("FAC") in the *Batres* PAGA Action which shall contain the PAGA claims alleged in both the *Batres* PAGA Action and *Cordova* PAGA Action, the claims alleged in Batres's and Cordova's PAGA Letter, the claims alleged in the Amended PAGA Letter, and which names as defendants and alleged joint employers Wish Automotive, Inc. dba Nissan of Van Nuys, Wish Automotive II, Inc. dba Infiniti of Van Nuys, and Wish Automotive III, Inc. dba Nissan of Alhambra.

10.1.5 Within seven calendar days after the filing of the FAC, Plaintiff Cordova shall file a dismissal without prejudice of the *Cordova* PAGA Action.

10.1.6 Provided Plaintiffs comply with the above, Defendants shall not oppose or object to Plaintiffs serving as PAGA representatives in connection with the FAC.

10.2 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. If, for any reason, the Court does not grant Approval, or enter Judgment, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

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

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

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

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

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

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

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

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

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

10.15 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

John G. Yslas
john.yslas@wilshirelawifrm.com
Jeffrey C. Bils
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff Sabrina N. Batres

David Lavi, Esq.
Email: dlavi@ebralavi.com
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8889 W. Olympic Blvd., 2nd Floor
Beverly Hills, California 90211
Telephone: (213) 213-0000
Facsimile: (213) 213-0025

Attorneys for Plaintiff J. Felix Rosas Cordova

To Defendants:

Todd B. Scherwin
E-Mail: tscherwin@fisherphillips.com
Harrison Thorne
E-Mail: hthorne@fisherphillips.com
FISHER & PHILLIPS LLP
21600 Oxnard Street, Suite 650
Woodland Hills, California 91367
Telephone: (818) 230-4250
Facsimile: (818) 230-4251

Attorneys for Defendants
WISH AUTOMOTIVE, INC. dba NISSAN OF VAN
NUYS; WISH AUTOMOTIVE II, INC. dba INFINITI OF VAN NUYS; WISH AUTOMOTIVE III, INC. dba NISSAN OF ALHAMBRA

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

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

10.18 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and l123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

DATED: 11/24/2025

Signed by:

E87B9F5D515A4FA...

Plaintiff Sabrina N. Batres

DATED: 11/25/2025

Firmado por:

25DA50DE5CAB41D...

Plaintiff J. Felix Rosas Cordova

DATED: ____________

____

Defendant Wish Automotive, Inc. dba Nissan of Van Nuys

By: ________________________________

Position: ____________________________

DATED: ____________

____

Defendant Wish Automotive II, Inc. dba Infiniti Of Van Nuys

By: ________________________________

Position: ____________________________

DATED: ____________

____

Defendant Wish Automotive III, Inc. dba Nissan of Alhambra

By: ________________________________

Position: ____________________________

By the Parties:

DATED: ____________ ________________________________

Plaintiff Sabrina N. Batres

DATED: ____________ ________________________________

Plaintiff J. Felix Rosas Cordova

DATED: November 25, 2025 ________________________________

Defendant Wish Automotive, Inc. dba Nissan of Van Nuys

By: ____________________

Position: PResiDent

DATED: November 25, 2025 ________________________________

Defendant Wish Automotive II, Inc. dba Infiniti Of Van Nuys

By: ____________________

Position: PResiDent

DATED: November 25, 2025 ________________________________

Defendant Wish Automotive III, Inc. dba Nissan of Alhambra

By: ____________________

Position: PResiDent

Approved by counsel:

DATED: November 24, 2025

WILSHIRE LAW FIRM

BY: ______________________

John G. Yslas
Jeffrey C. Bils
Aram Boyadjian
Andrew Sandoval

Counsel for Plaintiff Sabrina N. Batres

DATED: 11/24/2025

E&L, LLP

Signed by:
BY: David Lavi Esq.
86C1FAEB08364FF...

David Lavi, Esq.

Counsel for Plaintiff J. Felix Rosas Cordova

DATED:

FISHER & PHILLIPS LLP

BY: ______________________

Todd B. Scherwin
Harrison Thorne

Counsel for Defendants
WISH AUTOMOTIVE, INC. dba NISSAN OF VAN NUYS; WISH AUTOMOTIVE II, INC. dba INFINITI OF VAN NUYS; WISH AUTOMOTIVE III, INC. dba NISSAN OF ALHAMBRA

Approved by counsel:

DATED:

WILSHIRE LAW FIRM

BY: ______________________________
John G. Yslas
Jeffrey C. Bils
Aram Boyadjian
Andrew Sandoval

Counsel for Plaintiff Sabrina N. Batres

DATED:

E&L, LLP

BY: ______________________________
David Lavi, Esq.

Counsel for Plaintiff J. Felix Rosas Cordova

DATED: November 25, 2025

FISHER & PHILLIPS LLP

BY: ______________________________
Todd B. Scherwin
Harrison Thorne

Counsel for Defendants
WISH AUTOMOTIVE, INC. dba NISSAN OF VAN NUYS; WISH AUTOMOTIVE II, INC. dba INFINITI OF VAN NUYS; WISH AUTOMOTIVE III, INC. dba NISSAN OF ALHAMBRA

EXHIBIT A

COURT APPROVED NOTICE OF PAGA SETTLEMENT
Sabrin N. Batres, et al. v. Wish Automotive II, Inc., et al.
Superior Court of the State of California, County of Los Angeles
Case No. 23STCV19968

<<EmployeeName>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - <<W9SSN>>

I. NOTICE OF PAGA SETTLEMENT

The Superior Court of the State of California, County of Los Angeles (the "Court") has approved a settlement in the above-captioned action filed by Sabrina N. Batres and J. Felix Rosas Cordova ("Plaintiffs") on behalf of themselves and all other aggrieved employees.

In this lawsuit, Plaintiffs claim Defendants Wish Automotive, Inc. dba Nissan of Van Nuys, Wish Automotive II, Inc. dba Infiniti of Van Nuys, and Wish Automotive III, Inc. dba Nissan of Alhambra ("Defendants") violated California's wage and hour laws and are therefore liable for penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Specifically, Plaintiffs allege that Defendants: (1) failed to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to pay all earned wages twice per month; (5) failed to maintain accurate records of hours worked and meal periods; (6) failed to timely pay all wages at termination; (7) failed to furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failed to produce requested employment records and therefore were liable for waiting time penalties pursuant to Labor Code section 203 (10) failed to keep accurate and complete payroll records; (11) failed to provide proper sick leave and supplemental paid sick leave; (12) refused to pay wages due and payable and/or denial of the validity of any claim to wages due; (13) secretly paid wages lower than required by statute while purporting to pay legal wages; (14) failed to pay vested vacation and/or paid time off; (15) failed to provide suitable seating; (16) provided unlawful agreements; (17) failed to timely provide temporary workers with wages; (18) prevented employees from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations; (19) for unlawful inquiries into criminal histories; and (20) for workplace health and safety violations. Plaintiffs are solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other Aggrieved Employees under PAGA.

The Court has not made a determination about Plaintiffs' claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as "Aggrieved Employees," which is defined as:

"All persons who worked for Defendants in California as an employee at any time during the period beginning January 24, 2022 to the date of PAGA approval."

The "PAGA Period" is defined as January 24, 2022 to the date of PAGA approval.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is 15,000.

Your individual PAGA payment is estimated to be <<CheckAmount>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees.

III. RELEASE

"Released Parties" means Defendants and its officers, directors, employees and agents.

The Court has approved the parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Aggrieved Employees will release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the PAGA Action and the PAGA Notices, including but not limited to, claims for PAGA civil penalties for: (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate itemized wage statements; (8) failure to indemnify for necessary expenditures; (9) failure to produce requested employment records; (10) failure to keep accurate and complete payroll records; (11) failure to provide proper sick leave and supplemental paid sick leave; (12) refusal to pay wages due and payable and/or denial of the validity of any claim to wages due; (13) secretly paying wages lower than required by statute while purporting to pay legal wages; (14) failure to pay vested vacation and/or paid time off; (15) failure to provide suitable seating; (16) for unlawful agreements; (17) for failure to timely provide temporary workers with wages; (18) for preventing employees from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations; (19) for unlawful inquiries into criminal histories; and (20) for workplace health and safety violations. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any non-PAGA individual claims by virtue of this Agreement ("PAGA Released Claims"). This release applies only to PAGA penalty claims that accrued during the PAGA Period.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, ILYM Group, Inc. toll free at 1(___) __________ with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.