

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

RACHEL GARIBAY, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the State of
California and other non-party Aggrieved
Employees,

Plaintiff,

vs.

GL LBH, LLC, a Delaware limited liability
company; GL HOD, LLC, a Delaware limited
liability company; GL CCH, LLC, a Delaware
limited liability company; GL CCT, LLC, a
Delaware limited liability company; GL HMH,
LLC, a Delaware limited liability company; GL
LBT, LLC, a Delaware limited liability
company; GL TOD, LLC, a Delaware limited
liability company; KEN GARFF
AUTOMOTIVE, LLC, a Utah limited liability
company; STADIUM NISSAN, LLC, a
Delaware limited liability company; and DOES
1 through 10, inclusive,

Defendants.

Case No.: 23STCV31252

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Rachel Garibay (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendants GL LBH, LLC (dba Long Beach Honda, herein, “Long Beach Honda”); GL HOD, LLC (dba Honda of the Desert, herein, “Honda of the Desert”); GL CCH, LLC (dba Culver City Honda, herein, “Culver City Honda”); GL CCT, LLC (dba Culver City Toyota, herein, “Culver City Toyota”); GL HMH, LLC (dba Hamer Toyota, herein, “Hamer Toyota”); GL LBT, LLC (dba West Coast Toyota of Long Beach, herein, “West Coast Toyota”); GL TOD, LLC (dba Toyota of the Desert, herein, “Toyota of the Desert”); Ken Garff Automotive, LLC, (referred to herein as “Ken Garff Automotive”); GL Orange, LLC aka Stadium Nissan, LLC, (referred to herein as “Stadium Nissan”); KGA-CAM, LLC (dba BMW of Camarillo, herein, “BMW of Camarillo”), and GL LOX, LLC (dba Lexus of Oxnard and Lexus of Santa Barbara, herein, “Lexus of Oxnard”) (“Defendants”) (collectively with Plaintiff, the “Parties”).

DEFINITIONS

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

1. “Action” means *Garibay v. GL LBH, LLC*, No. 23STCV31252 (Los Angeles County Superior Court).
2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not to exceed of one-third (1/3) of the Gross Settlement Amount, or Six Hundred Sixteen Thousand Six Hundred Sixty-Seven Dollars (\$616,667). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Forty Thousand

Dollars (\$40,000), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Class Counsel” means Capstone Law APC.

4. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator and Class Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address and telephone number; Social Security Number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

5. “Class Member(s)” or “Settlement Class” means all persons who worked for Defendants as non-exempt, hourly paid employees in California at any time during the period from October 16, 2022 through June 30, 2025.

6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

7. “Class Period” means the period from October 16, 2022 through June 30, 2025.

8. “Class Representative Enhancement Payment” means the amount to be paid to Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for her general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000).

9. “Court” means the Los Angeles County Superior Court.

10. “Defendants” means Defendants GL LBH, LLC (dba Long Beach Honda, herein, “Long Beach Honda”); GL HOD, LLC (dba Honda of the Desert, herein, “Honda of the Desert”); GL CCH, LLC (dba Culver City Honda, herein, “Culver City Honda”); GL CCT, LLC (dba Culver City Toyota, herein, “Culver City Toyota”); GL HMH, LLC (dba Hamer Toyota, herein, “Hamer Toyota”); GL LBT, LLC (dba West Coast Toyota of Long Beach, herein, “West Coast Toyota”); GL TOD, LLC (dba Toyota of the Desert, herein, “Toyota of the Desert”); Ken Garff Automotive, LLC, (referred to

herein as “Ken Garff Automotive”); GL Orange, LLC aka Stadium Nissan, LLC, (referred to herein as “Stadium Nissan”); KGA-CAM, LLC (dba BMW of Camarillo, herein, “BMW of Camarillo”), and GL LOX, LLC (dba Lexus of Oxnard and Lexus of Santa Barbara, herein, “Lexus of Oxnard”).

11. “Effective Date” means the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

12. “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement Agreement.

13. “Gross Settlement Amount” means the Gross Settlement Amount of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000), to be paid by Defendants in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendants be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendants. Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

14. “Individual Settlement Payment” means each Participating Class Member’s and PAGA Member’s respective shares of the Net Settlement Fund and PAGA Fund.

15. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to

Defendants.

16. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the final fairness hearing.

17. “PAGA Members” means all persons who worked for Defendants as non-exempt, hourly paid employees in California at any time during the period from October 16, 2022, to June 30, 2025.

18. “PAGA Period” means the period from October 16, 2022 through June 30, 2025.

19. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Sixty Thousand Dollars (\$60,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or Forty-Five Thousand Dollars (\$45,000), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency (“Labor and Workforce Development Agency Payment”), and Twenty-Five Percent (25%), or Fifteen Thousand Dollars (\$15,000) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA Members, and regardless whether they request to be excluded from the Settlement Class.

20. “Parties” means Plaintiff and Defendants collectively.

21. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

22. “Plaintiff” means Plaintiff Rachel Garibay.

23. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

24. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of

1 action based on the facts alleged in the Action or which could reasonably have been alleged in the Action
2 based on the same set of operative facts alleged in the First Amended Complaint involving wages owed,
3 including meal and break period wages, penalties or damages for failure to keep accurate records, and for
4 other penalties under the California Labor Code, and for restitution and injunctive relief as alleged; and
5 further, the definition of Released Class Claims shall be viewed to include all claims based on the facts
6 alleged in the Action, as described herein, or that could have been reasonably alleged in the Action and
7 the First Amended Complaint.

8 25. "Released PAGA Claims" means all claims, rights, demands, liabilities, and causes of
9 action for PAGA civil penalties based on the facts alleged in the Action or which could reasonably have
10 been alleged in the Action based on the same set of operative facts alleged in Plaintiff's letter to the
11 LWDA dated October 16, 2023, and the First Amended Complaint involving wages owed, including
12 meal and break period wages, penalties for failure to keep accurate records, and for other penalties under
13 the California Labor Code, and for restitution and injunctive relief as alleged; and further, the definition
14 of Released PAGA Claims shall be viewed to include all claims based on the facts alleged in the Action,
15 as described herein, or that could have reasonably been alleged in the Action and the First Amended
16 Complaint, involving wages owed, including meal and break period wages, penalties or damages for
17 failure to keep accurate records, other penalties under the California Labor Code, and for restitution and
18 injunctive relief as alleged.

19 26. "Released Parties" means Defendants, along with each of their present and former
20 parents, subsidiaries, management group members, managing directors, affiliates, officers, shareholders,
21 equity partners, partners, owners, directors, trustees, employees, former employees, and agents, and well
22 as any of their representatives, attorneys, insurers, reinsurers, and/or any of the predecessors, successors
23 and assigns

24 27. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
25 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the
26 name, address, telephone number and last four digits of the Social Security Number of the Class
27 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement
28 Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement;

1 and (e) be faxed or postmarked on or before the Response Deadline.

2 28. "Response Deadline" means the deadline by which Class Members must postmark or
3 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
4 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
5 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
6 the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
7 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
8 the U.S. Postal Service is open.

9 29. "Settlement Administration Costs" means the costs payable from the Gross Settlement
10 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
11 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
12 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
13 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
14 any such costs exceeding the amount represented by the Settlement Administrator as being the
15 maximum costs necessary to administer the Settlement. Settlement Administration Costs are currently
16 estimated to be Fourteen Thousand Dollars (\$14,000).

17 30. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action
18 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
19 administering this Settlement. The Parties each represent that they do not have any financial interest in
20 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
21 could create a conflict of interest.

22 31. "Workweeks" means the number of days of employment for each Class Member during
23 the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to
24 the nearest whole number. All Class Members will be credited with at least one Workweek during the
25 Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA
26 Period.

27 **TERMS OF AGREEMENT**

28 Subject to Court approval, the Plaintiff, on behalf of herself and the Settlement Class, and

Defendants agree as follows:

32. First Amended Complaint. As a condition of settlement, Plaintiff will file a First Amended Complaint (“FAC”) to add: (a) BMW of Camarillo and Lexus of Oxnard as named defendants, and (b) conform the pleadings with the scope of the Released Class Claims and Released PAGA Claims. Defendants will not be required to file an answer or other responsive pleading to the FAC. If, for any reason, the Court does not approve of the Settlement, or if the Settlement does not become final for any reason, then the FAC will be deemed withdrawn and the original Complaint will again become the operative complaint without prejudice to Plaintiff’s right to seek leave to file another amended complaint and without prejudice to Defendants’ rights to object and/or challenge an amended pleading. Defendants do not impliedly or expressly waive any arguments or defenses to the FAC.

33. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of the Gross Settlement Amount of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay the employer’s share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class Representative Enhancement Payment; (d) Attorneys’ Fees and Costs; and (e) Settlement Administration Costs. Defendants will deposit the Gross Settlement Amount and the employer’s share of payroll taxes within thirty (30) calendar days of the Effective Date (“Funding Date”).

34. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application or motion for attorneys’ fees and costs by Class Counsel for Attorneys’ Fees and Costs of not more than Six Hundred Sixteen Thousand Six Hundred Sixty-Seven Dollars (\$616,667), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel’s litigation and settlement of the Action (including expert/consultant fees, mediation fees, investigations costs, etc.), not to exceed Forty Thousand Dollars (\$40,000), both of which will be paid from the Gross Settlement Amount.

35. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of her effort and work in prosecuting the Action on behalf of Class Members, Defendants agree not to oppose or impede any application or motion for a Class Representative Enhancement

1 Payment of up to Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment
2 will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual
3 Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to
4 pay any and all applicable taxes on the Class Representative Enhancement Payment. Plaintiff
5 understands and agrees that this Settlement Agreement shall remain in full force and effect even if the
6 full amount of Class Representative Enhancement Payment sought by Plaintiff is not ultimately awarded
7 by the Court.

8 36. Settlement Administration Costs. The Settlement Administrator will be paid for the
9 reasonable costs of administration of the Settlement and distribution of payments from the Gross
10 Settlement Amount, which is currently estimated to be Fourteen Thousand Dollars (\$14,000). These
11 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax
12 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing
13 Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary
14 reports and declarations.

15 37. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
16 of Sixty Thousand Dollars (\$60,000) from the Gross Settlement Amount will be designated for
17 satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Forty-Five
18 Thousand Dollars (\$45,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or
19 Fifteen Thousand Dollars (\$15,000), will be paid to PAGA Members in proportion to the number of
20 Workweeks worked during the PAGA Period.

21 38. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
22 resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private
23 Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
24 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and
25 all PAGA Members will receive their share of the PAGA Fund. The Parties also agree that no PAGA
26 Member has the right to object to the PAGA Settlement Amount.

27 39. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
28 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

1 40. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
2 portion of the PAGA Fund will revert to or be retained by Defendants.

3 41. Individual Settlement Payment Calculations. Individual Settlement Payments will be
4 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
5 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of
6 Individual Settlement Payments will be made as follows:

7 41(a) Payments from the Net Settlement Fund. Defendants will calculate the total
8 number of Workweeks worked by each Class Member during the Class
9 Period and the aggregate total number of Workweeks worked by all Class
10 Members during the Class Period. To determine each Class Member's
11 estimated "Individual Settlement Payment" from the Net Settlement Fund,
12 the Settlement Administrator will use the following formula: The Net
13 Settlement Fund will be divided by the aggregate total number of
14 Workweeks during the Class Period, resulting in the "Workweek Value."
15 Each Class Member's "Individual Settlement Payment" will be calculated
16 by multiplying each individual Class Member's total number of Workweeks
17 by the Workweek Value. The Individual Settlement Payment will be
18 reduced by any required deductions for each Participating Class Member as
19 specifically set forth herein, including employee-side tax withholdings or
20 deductions. The entire Net Settlement Fund will be disbursed to all Class
21 Members who do not submit timely and valid Requests for Exclusion. If
22 there are any valid and timely Requests for Exclusion, the Settlement
23 Administrator shall proportionately increase the Individual Settlement
24 Payment for each Participating Class Member according to the number of
25 Workweeks worked, so that the amount actually distributed to the
26 Settlement Class equals 100% of the Net Settlement Fund.

27 41(b) Payments from the PAGA Fund. Defendants will calculate the total number
28 of Workweeks worked by each PAGA Member during the PAGA Period

1 and the aggregate total number of Workweeks worked by all PAGA
2 Members during the PAGA Period. To determine each PAGA Member's
3 estimated "Individual Settlement Payment," the Settlement Administrator
4 will use the following formula: The PAGA Fund will be divided by the
5 aggregate total number of Workweeks during the PAGA Period, resulting in
6 the "PAGA Workweek Value." Each PAGA Member's "Individual
7 Settlement Payment" will be calculated by multiplying each individual
8 PAGA Member's total number of Workweeks by the PAGA Workweek
9 Value. The entire PAGA Fund will be disbursed to all PAGA Members.

10 42. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
11 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
12 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
13 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
14 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
15 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
16 or amounts to which any Class Members may be entitled under any benefit plans.

17 43. Administration Process. The Parties agree to cooperate in the administration of the
18 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
19 administration of the Settlement.

20 44. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
21 Defendants will provide the Class List to the Settlement Administrator and to Class Counsel.

22 45. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
23 List from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members via
24 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
25 List.

26 46. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the
27 Settlement Administrator will perform a search based on the National Change of Address Database for
28 information to update and correct for any known or identifiable address changes. Any Class Notices

1 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will,
2 within five (5) business days of receipt, be sent promptly via regular First-Class U.S. Mail to the
3 forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-
4 mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
5 promptly attempt to determine the correct address using a skip-trace, or other search using the name,
6 address and/or Social Security Number of the Class Member involved, and will then perform a single re-
7 mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by
8 request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline,
9 whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

10 47. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
11 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal
12 terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each
13 respective Class Member and PAGA Member worked for Defendants during the Class Period and
14 PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment
15 and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class
16 Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of
17 Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions,
18 or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

19 48. Disputed Information on Class Notices. Class Members will have an opportunity to
20 dispute the information provided in their Class Notices. To the extent Class Members dispute their
21 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
22 Settlement Administrator showing that such information is inaccurate. Defendants' records will be
23 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
24 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
25 and will be decided within ten (10) business days after the Response Deadline.

26 49. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
27 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
28 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of

1 receiving the defective submission to advise the Class Member that his/her/their submission is defective
2 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
3 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,
4 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
5 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

6 50. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
7 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
8 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
9 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
10 for Exclusion has been timely submitted.

11 51. Escalator. Defendants represent that as of November 10, 2025, Class Members worked
12 an aggregate total of approximately One Hundred Seventy-Eight Thousand Eight Hundred Forty-Seven
13 (178,847) Workweeks during the Class Period. If the actual aggregate total of Workweeks worked
14 during the Class Period is greater than Ten Percent (10%) of this estimate, then Defendants must increase
15 the Gross Settlement Amount proportionately for each Workweek above the Ten Percent (10%)
16 allowance; e.g., Total Number of Workweeks ÷ 196,732 Workweeks × \$1,850,000.

17 52. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
18 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
19 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
20 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
21 Settlement.

22 53. Releases by Participating Class Members. Upon the Funding Date, and except as to such
23 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
24 together and individually, on their behalf and on behalf of their respective heirs, executors,
25 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
26 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

27 54. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
28 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,

on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

55. Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, Ten Percent (10%) or more of Class Members opt out of the settlement. Defendants must exercise this right of rescission in writing to Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to rescind is exercised, then Defendants will be solely responsible for all Settlement Administration Costs incurred to the date of rescission.

56. Objection Procedures. To object to the Settlement Agreement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement.

57. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and promptly report whether any Class Member has submitted a challenge to any information contained in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement Administrator will promptly provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

58. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

59. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division in the name of each Class Member 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).

60. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

61. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (a) Fifteen Percent (15%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty-Five Percent (85%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

62. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

63. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA Members are not relying on any statement, representation, or calculation by Plaintiff, Class Counsel, Defendants or

1 by the Settlement Administrator in this regard.

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

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

1 66. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
2 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
3 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
4 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
5 likewise be treated as void from the beginning.

6 67. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
7 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
8 for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary
9 approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The
10 Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as
11 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit to the Court
12 this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
13 Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting
14 all documents necessary to obtain preliminary approval.

15 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
16 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
17 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
18 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
19 the Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the Labor and
20 Workforce Development Agency Payment; (e) all Settlement Administration Costs. Class Counsel will
21 be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be
22 responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

23 69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
24 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
25 approval. After entry of the Judgment, the Court will have continuing jurisdiction under California Code
26 of Civil Procedure section 664.6 solely for purposes of addressing: (a) the interpretation and enforcement
27 of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters
28 as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the

Judgment will be posted to the Settlement Administrator's website.

70. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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.

71. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

72. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

73. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

74. 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 effect 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.

75. 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.

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

77. 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 (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

78. Acknowledgment 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 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class

1 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
2 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
3 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

4 81. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
5 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
6 approved, the stipulation to certification will be void. The Parties further agree that certification for
7 purposes of the Settlement is not an admission that class action certification is proper under the standards
8 applied to contested certification motions and that this Settlement Agreement will not be admissible in
9 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendants
10 are liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

11 82. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
12 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
13 entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any
14 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
15 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
16 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
17 respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
18 of the negotiations connected with it, will be construed as an admission or concession by Defendants of
19 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
20 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
21 offered or received as evidence in any action or proceeding to establish any liability or admission on the
22 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-
23 compliance with, federal, state, local or other applicable law.

24 83. No Public Comment: Prior to Preliminary Approval, the Parties and their counsel agree
25 that they will not issue any press releases, initiate any contact with the press, respond to any press
26 inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.

27 84. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
28 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or

1 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

2 85. Enforcement Actions. In the event that one or more of the Parties institutes any legal
3 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
4 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
5 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
6 expert witness fees incurred in connection with any enforcement actions.

7 86. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
8 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
9 more strictly against one party than another merely by virtue of the fact that it may have been prepared
10 by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations
11 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

12 87. Representation By Counsel. The Parties acknowledge that they have been represented
13 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
14 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
15 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

16 88. All Terms Subject to Final Court Approval. All amounts and procedures described in
17 this Settlement Agreement herein will be subject to final Court approval.

18 89. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
19 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
20 Settlement Agreement.

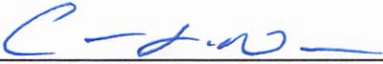
21 90. Binding Agreement. The Parties warrant that they understand and have full authority to
22 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
23 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure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

26 **THIS SECTION LEFT BLANK**
27
28

IT IS SO AGREED.

Dated: 4/16/26

DEFENDANT GL LBH, LLC

By: 
 Its: G.C. and authorized representative

Dated: 4/16/26

DEFENDANT GL HOD, LLC

By: 
 Its: G.C. and authorized representative

Dated: 4/16/26

DEFENDANT GL ORANGE, LLC AKA STADIUM
 NISSAN, LLC

By: 
 Its: G.C. and authorized representative

Dated: 4/16/26

DEFENDANT GL CCH, LLC

By: 
 Its: G.C. and authorized representative

Dated: 4/16/26

DEFENDANT GL CCT, LLC

By: 
 Its: G.C. and authorized representative

Dated: 4/16/26

DEFENDANT GL HMH, LLC

By: 
 Its: G.C. and authorized representative

1 Dated: 4/16/26

DEFENDANT GL LBT, LLC

2
3 By: 
4 Its: G.C. and authorized representative

5 Dated: 4/16/26

DEFENDANT GL TOD, LLC

6
7 By: 
8 Its: G.C. and authorized representative

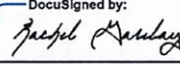
9
10 Dated: 4/16/26

DEFENDANT KEN GARFF AUTOMOTIVE, LLC

11
12 By: 
13 Its: G.C. and authorized representative

14
15 Dated: 2/19/2026

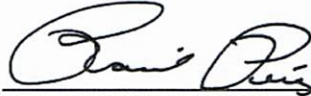
PLAINTIFF

16 DocuSigned by:

17 068A23E578FC443
18 Rachel Garibay

19 APPROVED AS TO FORM

20 CAPSTONE LAW APC

21
22 Dated: 2/19/2026

23 By: 
24 Raul Perez
25 Attorneys for Plaintiff

26 GORDON REES SCULLY MANSUKHANI,
27 LLP

28 Dated: _____

By: _____
Kimberly Westmoreland
Attorneys for Defendants

1 Dated: _____

DEFENDANT GL LBT, LLC

2
3 By: _____
4 Its: _____ and authorized representative

5 Dated: _____

DEFENDANT GL TOD, LLC

6
7 By: _____
8 Its: _____ and authorized representative

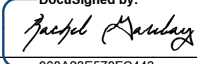
9
10 Dated: _____

DEFENDANT KEN GARFF AUTOMOTIVE, LLC

11
12 By: _____
13 Its: _____ and authorized representative

14
15 Dated: 2/19/2026

PLAINTIFF

16 DocuSigned by:

17 068A295E78FC443...
Rachel Garibay

18
19 **APPROVED AS TO FORM**

20 **CAPSTONE LAW APC**

21
22 Dated: 2/19/2026

23 By: 
Raul Perez
Attorneys for Plaintiff

24
25 **GORDON REES SCULLY MANSUKHANI,**
26 **LLP**

27 Dated: 2/20/2026

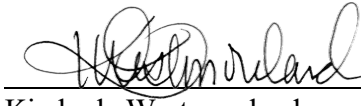
28 By: 
Kimberly Westmoreland
Attorneys for Defendants

Exhibit A

Garibay v. GL LBH, LLC, No. 23STCV31252
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***--*******

To: All persons who worked for Defendants GL LBH, LLC (dba Long Beach Honda, herein, “Long Beach Honda”); GL HOD, LLC (dba Honda of the Desert, herein, “Honda of the Desert”); GL CCH, LLC (dba Culver City Honda, herein, “Culver City Honda”); GL CCT, LLC (dba Culver City Toyota, herein, “Culver City Toyota”); GL HMM, LLC (dba Hamer Toyota, herein, “Hamer Toyota”); GL LBT, LLC (dba West Coast Toyota of Long Beach, herein, “West Coast Toyota”); GL TOD, LLC (dba Toyota of the Desert, herein, “Toyota of the Desert”); Ken Garff Automotive, LLC, (referred to herein as “Ken Garff Automotive”); GL Orange, LLC aka Stadium Nissan, LLC, (referred to herein as “Stadium Nissan”); KGA-CAM, LLC (dba BMW of Camarillo, herein, “BMW of Camarillo”), and GL LOX, LLC (dba Lexus of Oxnard and Lexus of Santa Barbara, herein, “Lexus of Oxnard”) (“Defendants”) as non-exempt, hourly paid employees in California at any time during the period from October 16, 2022, to June 30, 2025 (“Class Members”).

All persons who worked for Defendants as non-exempt, hourly paid employees in California at any time during the period from October 16, 2022, to June 30, 2025 (“PAGA Members”).

On _____, the Honorable Daniel M. Crowley of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 ____m. on _____, 2026 in Department 71 of the Los Angeles County Superior Court located at 111 North Hill Street, Los Angeles, California 90012.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing telephonically (remotely), which can be set up through LA Court Connect (www.lacourt.org/lacc/).

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendants based on the same facts alleged in the Action during the Class Period.
---	---

You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 71 of the Los Angeles County Superior Court located at 111 North Hill Street, Los Angeles, California 90012. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Rachel Garibay, on her behalf and on behalf of other current and former non-exempt employees, alleges that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) provide employees with accurate, itemized wage statements; and (5) attendant claims such as failure to reimburse for all expenses incurred by employees.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties were able to negotiate a complete settlement of Plaintiff's claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiff's claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$1,850,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Rachel Garibay for her services on behalf of the class, and for a release of all claims arising out of her employment with Defendants; (3) \$616,667 in attorneys' fees and up to \$40,000 in litigation costs and expenses; (4) a \$60,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$45,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$15,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$14,000. After deducting the above payments, a total of approximately \$_____ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$15,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendants will calculate the total number of Workweeks worked by each Class Member from October 16, 2022 through June 30, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendants' records, you worked during the Class Period in a non-exempt position for a total of _____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$_____.

Payments from PAGA Fund. Defendants will calculate the total number of Workweeks worked by each PAGA Member from October 16, 2022 through June 30, 2025 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendants' records, you worked during the PAGA Period in a non-exempt position for a total of _____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$_____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$_____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

c/o _____
Fax No. _____

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 15% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 85% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, on the date on which Defendants fully fund the Gross Settlement Amount, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action based on the facts alleged in the Action or which could reasonably have been alleged in the Action based on the same set of operative facts alleged in the First Amended Complaint involving wages owed, including meal and break period wages, penalties or damages for failure to keep accurate records, and for other penalties under the California Labor Code, and for restitution and injunctive relief as alleged; and further, the definition of Released Class Claims shall be viewed to include all claims based on the facts alleged in the Action, as described herein, or that could have been reasonably alleged in the Action and the First Amended Complaint.

Released PAGA Claims: All claims, rights, demands, liabilities, and causes of action for PAGA civil penalties based on the facts alleged in the Action or which could reasonably have been alleged in the Action based on the same set of operative facts alleged in Plaintiff's letter to the LWDA dated October 16, 2023, and the First Amended Complaint involving wages owed, including meal and break period wages, penalties for failure to keep accurate records, and for other penalties under the California Labor Code, and for restitution and injunctive relief as alleged; and further, the definition of Released PAGA Claims shall be viewed to include all claims based on the facts alleged in the Action, as described herein, or that could have reasonably been alleged in the Action and the First Amended Complaint, involving wages owed, including meal and break period wages, penalties or damages for failure to keep accurate records, other penalties under the California Labor Code, and for restitution and injunctive relief as alleged.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2026. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2026, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2026. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Los Angeles and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1860
Los Angeles, CA 90067
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******