

SUSAN HUERTA, SBN 256063
susan@protectionlawgroup.com
BRENDAN J. BURTON, SBN 323495
brendan@protectionlawgroup.com
SHADI SAHEBGHALAM, SBN 343043
shadi@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff
CESAR GUILLEN HERNANDEZ

RONALD SCOTT HODGES, SBN 150586
rhodges@goeforlaw.com
LAUREN ELIZABETH RAYA, SBN 322697
lraya@goeforlaw.com
JEFF M. YOSTANTO, SBN 323144
jyostanto@goeforlaw.com
GOE FORSYTHE & HODGES LLP
17701 Cowan Ave., Suite 210
Irvine, California 92614
Telephone: (949) 798-2460
Fax: (949) 955-9437

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

CESAR GUILLEN HERNANDEZ
individually, and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General,

Plaintiff,

vs.

SIMPSON CHEVROLET OF IRVINE, a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 30-2024-01376148-CU-OE-CXC
*Assigned for All Purposes to: Hon. William
Claster, Dept. CX-101*

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

Complaint Filed: January 25, 2024
Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Cesar Guillen Hernandez, individually and on behalf of the Settlement Class, and as an aggrieved employee and Private Attorney General, and Defendant Simpson Chevrolet of Irvine.

DEFINITIONS

- 1. “Action” means the court action entitled “*Hernandez v. Simpson Chevrolet of Irvine*”, Case No. 30-2024-01376148-CU-OE-CXC, pending before the Orange County Superior Court.
- 2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.
- 3. “Class” or “Class Members” means all current and former hourly paid or non-exempt employees employed by Defendant within the state of California at any time during the Class Period.
- 4. “Class Counsel” means Protection Law Group, LLP.
- 5. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, *i.e.*, One Hundred and Ninety-Seven Thousand Seven Hundred and Fifty Dollars (\$197,750.00), and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Twenty Thousand Dollars (\$20,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.
- 6. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class

Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendants in the State of California; (6) total Workweeks during the Class Period; (7) total Pay Periods during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

7. "Class Period" means the period from January 25, 2020, and ending on either the date the Court signs the Preliminary Approval Order, or October 29, 2024, whichever occurs earlier.

8. "Class Representative" means Plaintiff Cesar Guillen Hernandez in his capacity as representative of the Participating Class Members.

9. "Class Representative Enhancement Award" means the amount that the Court authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in recognition of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange for the General Release of his claims as provided herein.

10. "Court" means the Superior Court of the State of California for the County of Yolo.

11. "Defendant" means Simpson Chevrolet of Irvine.

12. "Effective Date" means the date that all of the following events have occurred: (i) the long-form Stipulation of Settlement (this Agreement) has been executed by Plaintiff, Defendant, Class Counsel and Defendant's Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Class Notice has been sent to the Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment and sixty (60) days have elapsed; and (v) the later of the following events: (A) when the period for filing any appeal, writ, intervention, or other proceeding opposing the Settlement has elapsed without any appeal, writ, intervention, or other proceeding having been filed; (B) when any appeal, writ, intervention, or other proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ,

1 intervention, or other proceeding has upheld the Court's Final Order and Judgment with no right
2 to pursue further remedies or relief. If the Court declines to approve the Settlement or the Effective
3 Date otherwise fails to occur, the entire Settlement is deemed void and unenforceable as if no
4 settlement of any claim was ever reached. All negotiations, statements and proceedings and data
5 relating thereto shall be protected by California Evidence Code § 1152 and shall be without
6 prejudice to the rights of any of the Parties.

7 13. "Final Approval" means the Court entering an order granting final approval of the
8 Settlement Agreement.

9 14. "Gross Settlement Amount" means the sum of Five Hundred and Sixty-Five
10 Thousand Dollars (\$565,000.00). The Gross Settlement Amount is non-reversionary; no portion
11 of the Gross Settlement Amount will return to Defendants, and includes all: (1) payments to the
12 Class; (2) Class Counsel's fees; (3) Class Counsel's costs; (4) Settlement Administration Costs;
13 (5) Incentive Payment to Plaintiff; and (6) Payment of PAGA Penalties to be paid to the California
14 Labor and Workforce Development Agency ("LWDA") and PAGA Members. The Gross
15 Settlement Amount is exclusive of employer share of any applicable payroll taxes, and any such
16 employer-side payroll taxes shall be paid by Defendant separately and in addition to the Gross
17 Settlement Amount. The Gross Settlement Amount plus any applicable employer-side payroll
18 taxes shall be the maximum amount Defendant is required to pay under the Settlement.

19 15. "Individual Settlement Payment" means the amount payable from the Net
20 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
21 eligible to receive from the employee portion of the PAGA Penalties. Individual Settlement
22 Payments shall be paid by a Settlement Check made payable to Participating Class Members
23 and/or PAGA Members.

24 16. "Net Settlement Amount" means the funds available for payments to the Class,
25 which shall be amount remaining after the following amounts are deducted from the Gross
26 Settlement Amount: (1) Class Counsel's fees; (2) Class Counsel's costs; (3) Settlement
27 Administration Costs; (4) Class Representative Enhancement Payment to Plaintiff; and (5) the
28 PAGA Penalties to be paid to the LWDA and PAGA Members.

1 17. “Notice” means the Notice of Proposed Class Action Settlement in a form
2 substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class
3 Members’ last known address, and which will provide Class Members with information regarding
4 the Action and information regarding the Settlement of the Action.

5 18. “Objection” means a Class Member’s valid and timely written objection to the
6 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
7 address, telephone number, last four digits of the employees’ social security number or employee
8 ID number; (b) the name of the case and case number; and (c) a written statement of all grounds
9 for the objection accompanied by legal support, if any, for such objection.

10 19. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
11 (Cal. Lab. Code §§ 2698, *et seq.*).

12 20. “PAGA Members” means all current and former hourly paid non-exempt
13 employees of Defendants who were employed by Defendants in the State of California at any
14 time during the PAGA Period.

15 21. “PAGA Penalties” means the amount that the Parties have agreed to allocate in
16 order to settle claims arising under the PAGA. The Parties have agreed that Sixty Thousand
17 Dollars (\$60,000.00) of the Gross Settlement Amount will be allocated to the resolution of
18 Plaintiff’s PAGA Claims. Seventy Five Percent (75%) of this amount (\$45,000.00) will be paid
19 to the LWDA in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this
20 amount (\$15,000.00) will be distributed to PAGA Members. PAGA Members will receive
21 payment from the employee portion of the PAGA Penalties regardless of their decision to
22 participate in the Class Action if the PAGA Penalties is approved by the Court.

23 22. “PAGA Period” means the period from December 13, 2022, and ending on either
24 the date the Court signs the Preliminary Approval Order, or October 29, 2024, whichever occurs
25 earlier.

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

28 24. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean

1 either Plaintiff or Defendants, individually.

2 25. "Pay Period" shall mean any pay period, in which a PAGA Member worked at
3 least one (1) day during the PAGA Period.

4 26. "Plaintiff" means Cesar Guillen Hernandez.

5 27. "Preliminary Approval" means the Court order granting preliminary approval of
6 the Settlement Agreement.

7 28. "Released Class Claims" means all claims, rights, demands, liabilities and causes
8 of action that are alleged, or reasonably could have been alleged based on the same or similar
9 facts and claims asserted in the operative Complaint in this Action including the following claims:

- 10 a. (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2)
11 Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
12 Premiums), including any claims regarding failure to pay premium pay and/or to pay
13 premium pay at the correct rate of pay; (3) Violation of California Labor Code § 226.7
14 (Unpaid Rest Period Premiums), including any claims regarding failure to pay
15 premium pay and/or to pay premium pay at the correct rate of pay; (4) Violation of
16 California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages); (5)
17 Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
18 (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During
19 Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant
20 Wage Statements), including any alleged failure to provide complete and/or
21 accurate wage statements; (8) Violation of California Labor Code § 1174(d)
22 (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code
23 §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California
24 Business and Professions Code § 17200, *et seq.*, including all claims for injunctive
25 relief, declaratory relief, restitution, unfair business practices alleged or which could
26 have been alleged in connection with any other claims; and (11) Violation of Labor
27 Code § 2698, *et seq.* (Private Attorneys General Act of 2004 (PAGA)), including those
28 claims set forth in Roberto Hernandez's Letter to the Labor & Workforce

1 Development Agency for alleged violations of Labor Code sections 201, 202, 203,
2 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197,
3 1197.1, 1198, 2800, 2802, and the IWC Wage Orders generally, including but not
4 limited to overtime pay, minimum wage, regular wages and/or sick pay whether
5 contractual or statutory, as well as any and all other claims under California common
6 law, the California Labor Code including but not limited to the Private Attorneys
7 General Act, California Industrial Welfare Commission Wage Orders, and the
8 California Business and Professions Code alleged in or that could have been alleged
9 under the same or similar facts, allegations and/or claims pleaded in the Action, also
10 including any claims for penalties (statutory, civil or otherwise), attorneys' fees,
11 costs, interest, penalties, or premiums in connection with the claims in this Paragraph.
12 All federal claims shall likewise be released, and shall be barred by the settlement by
13 virtue of res judicata, in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.*
14 889 F.3d 1106 (9th Cir. 2018).

15 This release shall apply to claims arising during the Class Period.

16 29. "Released PAGA Claims" means any and all PAGA claims that could have been
17 asserted under the California Labor Code Private Attorneys General Act of 2004 based on the
18 same or similar factual allegations and claims in the operative Complaint (the First Amended
19 Complaint) in this Action or any PAGA notice submitted by Plaintiff to the LWDA for the PAGA
20 Period.

21 30. "Released Parties" means the named Defendant Simpson Chevrolet of Irvine, and
22 any and all of its past, present and future direct or indirect parents, sister or related entities,
23 expressly including the Adams Group, Inc., acquired companies, subsidiaries, predecessors,
24 successors and affiliates as well as each of its or their past, present and future owners, including
25 officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers,
26 reinsurers, heir, representatives, accountants, auditors, consultants, and any individual or entity
27 which could be jointly liable with Defendant.

28 31. "Request for Exclusion" means a valid and timely written statement submitted by

1 a Class Member requesting to be excluded from the class settlement. To be effective, the Request
2 for Exclusion must contain (a) the Class Member's name, address, telephone number, and the last
3 four digits of the Class Member's Social Security number and/or the Employee ID number and
4 (b) a clear statement requesting to be excluded from the settlement of the Class claims. To be
5 effective, the Request for Exclusion must be post-marked by the Response Deadline and received
6 by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release
7 of claims arising under the PAGA.

8 32. "Response Deadline" means the date sixty (60) calendar days after the Settlement
9 Administrator mails Notice to Class Members and the last date on which Class Members may
10 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In
11 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
12 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
13 Requests for Exclusion, written objections, and workweek disputes will be extended fifteen (15)
14 calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator,
15 unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline
16 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline
17 may also be extended by express agreement between Class Counsel and Defendant. Under no
18 circumstances, however, will the Settlement Administrator have the authority to unilaterally
19 extend the deadline for Class Members to submit a Request for Exclusion or objection to the
20 Settlement.

21 33. "Settlement" means the disposition of the Action pursuant to this Agreement.

22 34. "Settlement Administrator" means Phoenix Class Action Administrators. The
23 Parties each represent that they do not have any financial interest in the Settlement Administrator
24 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
25 interest.

26 35. "Settlement Administration Costs" mean the costs payable from the Gross
27 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
28 but not limited to, translating the Notice, printing, distributing, and tracking documents for this

1 Settlement, calculating/confirming the class member Workweeks from the information contained
2 in the Class List, calculating each Participating Class Member's Individual Settlement Payment,
3 tax reporting, distributing the Gross Settlement Amount, providing necessary reports and
4 declarations, and other duties and responsibilities set forth herein to process this Settlement, and
5 as requested by the Parties. Settlement Administration Costs shall not exceed Twenty Thousand
6 Dollars (\$20,000.00).

7 36. "Settlement Class Members" shall mean all Participating Class Members as
8 described in paragraph 60 and the PAGA Members.

9 37. "Tax Rate Information" shall mean the tax rate currently paid by Defendant for
10 the employer's share of employment taxes in California.

11 38. "Workweek" shall mean any calendar week (*i.e.*, a week beginning with Sunday
12 and ending with Saturday), in which a Class Member worked at least one (1) day during the Class
13 Period.

14 TERMS OF AGREEMENT

15 39. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
16 all applicable employer-side payroll taxes following Final Approval by the Court and the
17 Effective Date, and no later than the first business day after sixty (60) days from the entry of the
18 Order granting Final Approval, and at which time such Order becomes final and is no longer
19 appealable. The following will be paid out of the Gross Settlement Amount: the sum of the
20 Individual Settlement Payments, the Class Representative Incentive Payment, Class Counsel's
21 Fees and Costs, the PAGA Penalties, and the Settlement Administration Costs, as specified in this
22 Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as
23 a result of an increase in the number of Workweeks as set forth below, Defendant shall not be
24 required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-
25 reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

26 40. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount
27 is based on Defendant's representation that the Class Members worked a total of 23,296
28 Workweeks during the Class Period. Should the qualifying Workweeks worked by the Class

Members during the Class Period ultimately increase by more than 10% (*i.e.*, exceed more than 25,625 Workweeks), Defendant shall have right at its sole discretion to either (1) reduce the Class Period such that the workweeks do not exceed 25,625, or (2) pay a pro-rata increase in the GSA equal to the percentage increase in workweeks above 25,625. For example, if the workweek count increases by 12%, then Defendant may, at its sole discretion, elect to pay a 2% increase to the GSA. Defendant shall confirm, through the Settlement Administrator, that the number of Workweeks did not increase by more than 10%.

41. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) the Class Representative Incentive Payment; (d) Class Counsel's Fees and Costs; and (e) Settlement Administration Costs.

42. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees of not more than One Hundred and Ninety Seven Thousand Seven Hundred and Fifty Dollars (\$197,750.00) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that are not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

43. Class Representative Enhancement Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars (\$7,500.00) for Plaintiff. The Class Representative Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claims and for her time, effort, and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payment that is not awarded to the Class Representative shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

44. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Nine Thousand Two Hundred and Fifty Dollars (\$9,250.00).

45. PAGA Penalties: Fifty Thousand Dollars (\$60,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay Seventy-Five Percent (75%) of the PAGA Penalties, or Forty-Five Thousand Dollars (\$45,000.00), to the LWDA. Fifteen Thousand Dollars (\$15,000.00) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Pay Periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties regardless of their decision to opt-out of the Class settlement.

46. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	565,000.00
Enhancement Payment:	\$	7,500.00
Class Counsel's Fees:	\$	197,750.00
Class Counsel's Costs:	\$	20,000.00
PAGA Penalties	\$	60,000.00
Settlement Administration Costs:	\$	9,250.00
Estimated Net Settlement Amount	\$	272,500.00

47. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the Twenty-Five Percent (25%) portion of the PAGA Penalties allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The

1 Settlement Administrator will calculate the total Workweeks for all Participating Class
2 Members by adding the number of Workweeks worked by each Participating Class
3 Member during the Class Period. The respective Workweeks for each Participating Class
4 Member will be divided by the total Workweeks for all Participating Class Members,
5 resulting in the Payment Ratio for each Participating Class Member. Each Participating
6 Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to
7 calculate each Settlement Class Member's estimated share of the Net Settlement Amount.

8 b) Calculation of PAGA Portion of Individual Settlement Payments: The
9 Settlement Administrator will calculate the total Pay Periods for all PAGA Members by
10 adding the number of Pay Periods worked by each PAGA Member during the PAGA
11 Period. The respective Pay Periods for each PAGA Member will be divided by the total
12 Pay Periods for all PAGA Members, resulting in the Penalties Ratio for each PAGA
13 Member. Each PAGA Member's Penalties Ratio will then be multiplied by the employee
14 portion of the PAGA Penalties to calculate each PAGA Member's estimated share of the
15 PAGA Penalties. PAGA Members shall receive this portion of their Individual Settlement
16 Payment regardless of whether they opt out of the participation regarding the Class claims.

17 c) Allocation of Individual Settlement Payments: All Individual Settlement
18 Payments will be allocated as follows: Twenty Percent (20%) of each Individual
19 Settlement Payment will be allocated as wages; Forty Percent (40%) shall be allocated as
20 interest; and Forty Percent (40%) shall be allocated as penalties. The portion of the
21 Individual Settlement Payment allocated to wages will be reported by the Settlement
22 Administrator on an IRS Form W-2. The remaining non-wage payments will be reported
23 on an IRS Form-1099 by the Settlement Administrator.

24 48. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
25 Participating Class Members under this Settlement, as well as any other payments made pursuant
26 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
27 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
28

1 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
2 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
3 affect any rights, contributions, or amounts to which any Class Members may be entitled under
4 any benefit plans.

5 49. Settlement Administration Process: The Parties agree to cooperate in the
6 administration of the Settlement and to make all reasonable efforts to control and minimize the
7 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
8 will provide the following services:

- 9 a) Establish and maintain a Qualified Settlement Fund.
- 10 b) Calculate the Individual Settlement Payment each Participating Class
11 Member is eligible to receive and the portion of the PAGA Penalties each
12 PAGA Member shall receive.
- 13 c) Translate the Notice from English to Spanish.
- 14 d) Print and mail the Notice in English and Spanish.
- 15 e) Conduct additional address searches for mailed Notices that are returned
16 as undeliverable.
- 17 f) Process Requests for Exclusion, field inquiries from Class Members.
- 18 g) Print and issue Settlement Payment Checks, prepare IRS W-2 and 1099
19 Tax Forms and any other filings required by any governmental taxing
20 authority.
- 21 h) Provide declarations and/or other information to the Court as requested by
22 the Parties and/or the Court regarding the settlement administration
23 process.
- 24 i) Provide weekly status reports to counsel for the Parties.
- 25 j) Posting a notice of final judgment online at Settlement Administrator's
26 website.

27 50. Delivery of the Class List and Tax Rate Information: Within twenty-one (21)
28 calendar days of Preliminary Approval, Defendant will provide the Class List and Tax Rate

Information to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fail to comply, Plaintiff shall have the right to void the Agreement.

51. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

52. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and will then perform a single re-mailing. If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, an Objection, or Workweek dispute to the Settlement.

53. Notice: All Class Members will be mailed a Notice in English and Spanish. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) the deadlines

1 by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement,
2 or Workweek disputes; (h) the claims to be released, as set forth herein; and (j) the date for the
3 final approval hearing.

4 54. Disputed Information on Notice: Class Members will have an opportunity to
5 dispute the information provided in their Notice. To the extent Class Members dispute the number
6 of Workweeks with which they have been credited or the amount of their Individual Settlement
7 Payment, Class Members may produce evidence to the Settlement Administrator showing that
8 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
9 records will be presumed determinative. However, if a Class Member produces evidence to the
10 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
11 Member and the Parties will make the final decision as to the number of eligible Workweeks that
12 should be applied and/or the Individual Settlement Payment to which the Class Member may be
13 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

14 55. Defective Submissions: If a Class Member's Request for Exclusion is defective as
15 to the requirements listed herein, that Class Member will be given an opportunity to cure the
16 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
17 business days of receiving the defective submission to advise the Class Member that his or her
18 submission is defective and that the defect must be cured to render the Request for Exclusion
19 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
20 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
21 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
22 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
23 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
24 untimely.

25 56. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
26 Class settlement must sign and postmark a written Request for Exclusion to the Settlement
27 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
28 Member's name, address, telephone number, and the last four digits of the Class Member's Social

1 Security number and/or the Employee ID number and (b) a clear statement requesting to be
2 excluded from the settlement of the Class claims. The date of the postmark on the return mailing
3 envelope receipt confirmation will be the exclusive means to determine whether a Request for
4 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the
5 Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the
6 Requests for Exclusion that were timely submitted. All Class Members who do not request
7 exclusion from the Action will be bound by all terms of the Settlement Agreement if the
8 Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective
9 as to the release of claims arising under the PAGA. The Parties agree that there is no right for a
10 PAGA Member to opt out of our object to the PAGA Settlement.

11 57. Defendant's Right to Rescind: If Ten Percent (10%) or more of the Class Members
12 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
13 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
14 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising
15 this right and must make clear its intent to rescind the Agreement within fourteen (14) calendar
16 days of the expiration of the opt-out period. If Defendant exercises its right to rescind the
17 Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to
18 the date of rescission.

19 58. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
20 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
21 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
22 by all of its terms, including those pertaining to the Released Class Claims, as well as any
23 Judgment that may be entered by the Court if it grants final approval to the Settlement. Class
24 Members who opt-out of the Settlement shall not be bound by such Judgment or release. The
25 names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel
26 for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the Court.

27 59. Objection Procedures: To object to the Settlement, a Participating Class Member
28 must postmark a valid Objection to the Settlement Administrator on or before the Response

1 Deadline. The Objection must be signed by the Participating Class Member and contain all
2 information required by this Settlement Agreement including the employees full name, address,
3 telephone number, the last four digits of their social security number and/or Employee ID number,
4 the name of the case and case number, and the specific reason including any legal grounds for the
5 Participating Class Member's objection. The postmark date will be deemed the exclusive means
6 for determining that the Notice of Objection is timely. Participating Class Members who fail to
7 object in the manner specified above will be foreclosed from making a written objection but shall
8 still have a right to appear at the Final Approval Hearing in order to have their objections heard
9 by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise
10 encourage Participating Class Members to submit written objections to the Settlement or appeal
11 from the Order and Judgment. Class Counsel will not represent any Class Members with respect
12 to any objections to this Settlement.

13 60. Certification Reports Regarding Individual Settlement Payment Calculations: The
14 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
15 which certifies: (a) the number of Class Members who have submitted valid Requests for
16 Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class Member
17 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
18 Administrator will provide to Counsel for both Parties any updated reports regarding the
19 administration of the Settlement Agreement as needed or requested.

20 61. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
21 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
22 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
23 or her Settlement Check or PAGA payment check within one hundred eighty (180) days, the
24 uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of
25 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*
26 *seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash
27 their checks until such time that they claim their property. The Parties agree that this disposition
28 results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net

1 Settlement Amount will be paid out to Participating Class Members and PAGA Members,
2 whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore,
3 Defendant will not be required to pay any interest on such amounts. The Individual Settlement
4 Payments provided to Participating Class Members and to PAGA Members shall prominently
5 state the expiration date or a statement that the Settlement Check will expire in one hundred eighty
6 (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual
7 Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for
8 good cause and as mutually agreed by the Parties in writing. The Parties agree no unclaimed funds
9 will result from the Settlement, and therefore Defendant will not be required to pay any interest
10 on such amounts.

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

16 63. Tax Liability: Defendant makes no representations as to the tax treatment or legal
17 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are
18 not relying on any statement, representation, or calculation by Defendant or by the Settlement
19 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
20 they will be solely responsible for the payment of any taxes and penalties assessed on the
21 payments described herein. Defendant's share of any employer payroll taxes and other required
22 employer withholdings due on the Individual Settlement Payments, including, but not limited to,
23 Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross
24 Settlement Amount.

25 64. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this
26 section, the "acknowledging party" and each Party to this Agreement other than the
27 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this
28 Agreement, and no written communication or disclosure between or among the Parties or their

1 attorneys and other advisers, is or was intended to be, nor shall any such communication or
2 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
3 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging
4 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for
5 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
6 Agreement based upon the recommendation of any other Party or any attorney or advisor to any
7 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
8 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
9 party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects
10 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
11 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
12 tax structure of any transaction, including any transaction contemplated by this Agreement.

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

17 66. Release by Participating Class Members: Upon the complete funding of the Gross
18 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
19 Class Members shall fully and finally release and discharge the Released Parties from the
20 Released Class Claims that arose during the Class Period. This release shall be binding on all
21 Participating Class Members.

22 67. Release by the State of California and LWDA: As of the date on which Defendant
23 fully funds the Settlement, Plaintiff, the LWDA, and the State of California release the Released
24 Parties of and from the Released PAGA Claims that could have been asserted under PAGA based
25 on the facts alleged in the PAGA Notice provided to the LWDA and in the operative Complaint.
26 A copy of this Agreement will be provided to the LWDA concurrently with submission of the
27 Preliminary Approval Motion. Eligible PAGA Members will receive their share of the employee
28 portion of the PAGA Penalties and will be deemed to have released any claims arising out of

PAGA, regardless of whether they opt-out from the release of their Class claims.

68. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross Settlement Amount, Plaintiff Hernandez agrees—on behalf of himself only—to the additional following General Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiff hereby fully releases the Released Parties from any and all Released Class Claims and Released PAGA Claims and any and all claims whatsoever Plaintiff may have against Released Parties regarding Plaintiff’s employment and/or the termination of employment including, but not limited to, any claims for wages, penalties, bonuses, business related expenses, severance pay, vacation pay, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendant’s right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law. Plaintiff shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Plaintiff, for himself, has read Section 1542 of the Civil Code of the State of California, which provides 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.

Plaintiff understands that Section 1542 gives the right not to release existing claims of which he is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been

1 so apprised, Plaintiff nevertheless voluntarily waives his rights described in Section 1542, and
2 elect to assume all risks for claims that now exist in his favor, known or unknown. This release
3 specifically excludes claims for unemployment insurance, disability, social security, and workers
4 compensation (with the exception of claims arising pursuant to California Labor Code Sections
5 132(a) and 4553).

6 69. Neutral Employment Reference: In the event that any potential or future employers
7 of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall
8 not refer to the Action or this Settlement. This provision applies only to requests for employment
9 reference directed to Defendant.

10 70. Nullification of Settlement Agreement: In the event that: (a) the Court does not
11 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
12 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
13 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
14 documents generated to bring it into effect, will be null and void, all amounts deposited into the
15 QSF will be returned to Defendant, and the Parties shall be returned to their original respective
16 positions. Any order or judgment entered by the Court in furtherance of this Settlement
17 Agreement will likewise be treated as void from the beginning. Should the Court fail to approve
18 this Settlement for any reason, the Parties agree that they will return to and attend mediation with
19 a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

20 71. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
21 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
22 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
23 only; (b) Preliminary Approval of the proposed Settlement Agreement; and (c) setting a date for
24 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
25 the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
26 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the
27 Settlement, and will include the proposed Notice attached as Exhibit A. Defendants agree that
28 they will not oppose Plaintiff's Motion for Preliminary Approval except to correct any material

misrepresentations or mischaracterizations in Plaintiff's Motion. Class Counsel further agrees that it/she/he will provide all necessary notices to the LWDA of the settlement concurrently with Plaintiff's Motion for Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement as to the Action will result in this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement being nullified and voided.

72. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion, Objections to the Settlement Agreement, or Workweek disputes, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class Representative Incentive Payment; and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order by another Court with regard to any of the Action which has the effect of modifying material terms of this Agreement or preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Defendant agree they shall not oppose the granting of the Motion for Final Approval except to correct any material misrepresentations or mischaracterizations in Plaintiff's Motion.

73. Court Approval: If the Court fails to approve this Settlement for any reason, the Parties agree to attend mediation again in an effort and cooperate in good faith to reach a settlement approved by the Court. However, if ultimately after submitting the settlement for approval to the Court as set forth in the Settlement Agreement, any Court declines to enter the preliminary approval order, the final approval order, or judgment in substantially the form submitted by the Parties, or if the Stipulation of Settlement as agreed does not become final because of appellate court action, the terminating Party shall give to the other Party (through its/her/their counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have

the following effects:

- a. The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.
- b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any party, Class Member, the State of California, PAGA Member or attorney.
- c. The preliminary approval order, final approval order and judgment shall be vacated.
- d. The Stipulation of Settlement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.
- e. Except as otherwise discoverable, the Settlement Agreement, nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in this action or any other action for any purpose whatsoever.
- f. Plaintiff shall destroy all documents produced by Defendant pursuant to the Parties' agreement to exchange pre-mediation discovery.

74. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) Settlement administration matters; and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

75. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set forth in any attached Exhibit(s), which are incorporated by this reference as though fully set forth herein. Any Exhibit(s) to this Settlement are an integral part of the Settlement.

76. Entire Agreement: This Settlement Agreement and any attached Exhibit(s) constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

1 77. Amendment or Modification: Subject to the Court's approval, this Settlement
2 Agreement may be amended or modified only by a written instrument signed by counsel for all
3 Parties or their successors-in-interest.

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

7 79. California Law Governs: All terms of this Settlement Agreement and Exhibit(s)
8 hereto will be governed by and interpreted according to the laws of the State of California.

9 80. Execution and Counterparts: This Settlement Agreement is subject only to the
10 execution of all Parties. However, the Settlement Agreement may be executed in one or more
11 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
12 of the signature page, will be deemed to be one and the same instrument provided that counsel
13 for the Parties will exchange among themselves original signed counterparts.

14 81. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
15 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
16 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
17 litigation, taking into account all relevant factors, present and potential. The Parties further
18 acknowledge that they are each represented by competent counsel and that they have had an
19 opportunity to consult with their counsel regarding the fairness and reasonableness of this
20 Settlement.

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

25 83. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
26 class certification for purposes of this Settlement only; except, however, that either party may
27 appeal any court order that materially alters the Settlement Agreement's terms.

28 84. Class Action Certification for Settlement Purposes Only: The Parties agree to

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

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

22 86. Captions: The captions and section numbers in this Agreement are inserted for the
23 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
24 provisions of this Agreement.

25 87. Waiver: No waiver of any condition or covenant contained in this Settlement
26 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
27 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
28 right or remedy.

1 88. Dispute About Terms: Should a dispute arise about the terms of this Agreement,
2 such disputes shall be submitted to Kevin Barnes, Esq. for consultation.

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

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

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

18 92. All Terms Subject to Final Court Approval: All amounts and procedures described
19 in this Settlement Agreement herein will be subject to final Court approval.

20 93. Cooperation and Execution of Necessary Documents: The Parties agree to
21 cooperate to promote participation in the Settlement, and in seeking court approval of the
22 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
23 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain waivers or
24 *Pick-Up Stix* agreements from the Class Members during the Settlement approval process and
25 will work in good faith to reach an agreement approved by the Court. Defendant further agrees
26 that they will not oppose Plaintiff's motion for preliminary approval and/or motion for final
27 approval, so long as the motion for preliminary approval and/or motion for final approval are
28 entirely consistent with the terms of this Settlement Agreement.

94. Confidentiality: Plaintiff and Class Counsel will not make any public disclosure of the Settlement until after the filing of the motion for preliminary approval of the Settlement. Plaintiff and his counsel represent that they have not made any such disclosure. Plaintiff and Class Counsel shall not encourage members of the Settlement Class to opt-out or object, or any PAGA Members to intervene or object. Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and named Plaintiff agrees not to publicize the terms of this Settlement via any medium, including but not limited to, any newspaper, journal, magazine, website, online reporter of settlements, social media, and/or direct mail.

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

DATED: 9/19/2024

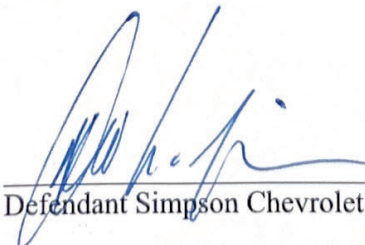
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Plaintiff Cesar Guillen Hernandez

DATED: 9/20/24



Defendant Simpson Chevrolet of Irvine

Name: DAVID A. SIMPSON

Title: PRESIDENT

1 **Approved as to Form:**

2
3 Dated: September 18, 2024

PROTECTION LAW GROUP, LLP

5 By: 

6 Susan Huerta
7 Brendan J. Burton
8 Shadi Sahebghalam
9 *Attorneys for Plaintiff*
10 CESAR GUILLEN HERNANDEZ

11 Dated: September 20 2024

GOE FORSYTHE & HODGES LLP

13 By: 

14 Ronald Scott Hodges
15 Lauren Elizabeth Raya
16 Jeff M. Yostano
17 *Attorneys for Defendant*
18 SIMPSON CHEVROLET OF IRVINE
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