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7 TEAM CAR CARE WEST, LLC
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8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
11

12 PAUL MACIAS and JULIANNA PADILLA,
as individuals, on behalf of themselves and all
13 other aggrieved employees,

14 Plaintiffs,

15 vs.

16 TEAM CAR CARE, LLC., a Delaware limited
liability company, TEAM CAR CARE WEST,
17 LLC, a Delaware limited liability company; and
DOES 2 through 100,
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19 Defendants.
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CASE No.: 24STCV03864

PAGA SETTLEMENT AGREEMENT

ASSIGNED TO THE HONORABLE STEVEN
COCHRAN
DEPT. 16

Date Action Filed: February 15, 2024
Trial Date: None set

ATTORNEYS FOR PLAINTIFF(S)

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Attorneys for Plaintiffs

1 This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Paul
2 Macias and Julianna Padilla (“Plaintiffs”) and defendants Team Car Care, LLC and Team Car Care
3 West, LLC (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as
4 “Parties,” or individually as “Party.”

5 **I. DEFINITIONS**

6 1.1 “Action” means the Plaintiffs’ First Amended Complaint asserting a single cause of
7 action for Civil Penalties under the Private Attorneys General Act (*Labor Code* section 2698 et seq.)
8 and alleging wage and hour violations against Defendants captioned *Paul Macias and Julianna*
9 *Padilla, individually, on behalf of themselves and all other aggrieved employees, vs. Team Car*
10 *Care, LLC and Team Car Care West, LLC, et al.* initiated on February 15, 2024, which Plaintiffs
11 have agreed to amend following the exhaustion of Plaintiffs’ Supplemental PAGA Notice Letter,
12 submitted to the LWDA on May 30, 2025, pending in Superior Court of the State of California,
13 County of Los Angeles.

14 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the
15 Parties have agreed to appoint to administer the Settlement.

16 1.3 “Administration Expenses Payment” means the amount the Administrator will be
17 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
18 with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of
19 this Settlement.

20 1.4 “Aggrieved Employee” means all current and former non-exempt employees who
21 have worked, or continue to work, for Defendants in California during the PAGA Period.

22 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in
23 Defendants’ possession, using Defendants’ human resources and/or payroll databases as they are
24 maintained in the normal course of business, including the Aggrieved Employee’s name, last-known
25 mailing address, Social Security number and number of PAGA Pay Periods.

26 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and
27 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
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1 methods and means including, but not limited to, the National Change of Address database, skip
2 traces and direct contact by the Administrator with Aggrieved Employees.

3 1.7 “Court” means the Superior Court of California, County of Los Angeles.

4 1.8 “Defense Counsel” means Summer Young-Agriesti and Ana Thomas, Young-
5 Agriesti & Thomas, LLP, 7755 Center Avenue, Suite 1100, Huntington Beach, California 2647,
6 (949) 221-8700.

7 1.9 “Effective Date” means the date the last to occur of the following that apply: (a) if
8 no objections to the PAGA Settlement are filed, the date of entry of Order granting approval of the
9 PAGA Settlement; (b) if one or more objections are filed, but no appeal is taken on the Court’s order
10 approving the PAGA Settlement, sixty-five (65) calendar days after the date of entry of an order
11 approving the PAGA Settlement or the date on which the time for all appeals from objections to the
12 PAGA Settlement has passed, whichever is later; (c) if there are intervenors to the Action, and if an
13 appeal, review or writ is not sought from the order granting approval of the PAGA Settlement, then
14 upon the expiration date of the time for the filing or noticing of any appeal from, or other challenge
15 to, the order; or (d) if an appeal, review or writ is sought from the order, thirty (30) calendar days
16 after the order is affirmed or the appeal, review or writ is dismissed or denied, or the time for any
17 further appeal has expired, whichever is later, and the order is no longer subject to further judicial
18 review. Prior to the Effective Date of the PAGA Settlement, Defendants will not be required to
19 fund the Settlement, in whole or in part, through the Administrator or any third party. If PAGA
20 Counsel were to appeal a ruling with respect to fees or costs, such appeal shall not affect the
21 Effective Date and the Administrator shall reserve such funds sufficient to cover the dispute. Any
22 subsequent distribution shall be at PAGA Counsel’s expense. If the Effective Date falls on a holiday
23 or weekend, the Effective Date shall be the next calendar day. Additionally, the Effective Date is
24 conditioned upon Plaintiffs’ filing of the First Amended Complaint in the Action following the
25 exhaustion of Plaintiffs’ Supplemental PAGA Notice Letter and general release agreements
26 (described in Paragraphs 3.2.3.3, 5.1 and 5.1.1).

27 1.10 “Gross Settlement Amount” means \$392,000.00 which is the total amount
28 Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross

1 Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment,
2 PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Representative
3 Enhancement Payments, and the Administrator's Expenses Payment.

4 1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
5 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
6 Employee worked during the PAGA Period.

7 1.12 "Order" means the order entered by the Court based upon the Final Approval.

8 1.13 "LWDA" means the California Labor and Workforce Development Agency, the
9 agency entitled, under Labor Code section 2699, subdivision (i).

10 1.14 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
11 under Labor Code section 2699, subdivision (i).

12 1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following
13 payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel
14 Litigation Expenses Payment, Representative Enhancement Payments, and the Administration
15 Expenses Payment. The remainder is to be paid 25% to Aggrieved Employees as Individual PAGA
16 Payments and 75% to the LWDA as the LWDA PAGA Payment.

17 1.16 "PAGA Counsel" means Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen,
18 and Ian T. Mallery of Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA
19 90245, (424) 292-2350; Asaf Agazanof, Asaf Law, APC, 2330 Westwood Blvd., Second Floor, Los
20 Angeles, California 90064, (424) 254-8870; and Harut Voskanyan, Voskanyan Law Firm, PC, 303
21 Glenoaks Boulevard, Suite 200, Burbank, CA 91502, (213) 296-2681, the attorneys representing
22 the Plaintiffs in the Action.

23 1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"
24 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and
25 expenses, respectively, incurred to prosecute the Action.

26 1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
27 worked for Defendants for at least one day during the PAGA Period.

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1 1.19 “PAGA Period” means the period from March 3, 2023 through the date the court
2 signs the approval order or 60 days from March 14, 2025, whichever is earlier.

3 1.20 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

4 1.21 “PAGA Notices” means plaintiff Paul Macias’ December 11, 2023 letter to
5 defendant Team Car Care, LLC and the LWDA; plaintiff Julianna Padilla’s January 31, 2024 letter
6 to Defendants and the LWDA; plaintiff Paul Macias’ June 26, 2024 letter to Defendants and the
7 LWDA; and Plaintiffs’ May 30, 2025 letter to Defendants and the LWDA providing notice pursuant
8 to *Labor Code* section 2699.3, subdivision (a).

9 1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
10 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA
11 in settlement of PAGA claims.

12 1.23 “Plaintiffs” means plaintiffs Paul Macias and Julianna Padilla, the named plaintiffs
13 in the Action.

14 1.24 “Approval Order” means the proposed Court Order Granting Approval of PAGA
15 Settlement.

16 1.25 “Released PAGA Claims” means the claims being released by the Plaintiffs and
17 PAGA Counsel and as described in Paragraph 5 below.

18 1.26 “Released Parties” means defendants Team Car Care, LLC and Team Car Care West,
19 LLC and each of its former and present parents, directors, officers, managers, employees, operators,
20 doners, shareholders, principals, owners, members, administrators, divisions, fiduciaries, trustees,
21 agents, attorneys, representatives, accountants, auditors, consultants, employees, partners, insurers
22 and reinsurers, predecessors, investors, benefit plans, heirs, successors, assigns, subsidiaries,
23 affiliates and any DBAs.

24 1.27 “Representative Enhancement Payment” means the amount of \$5,000.00 each
25 (\$10,000.00 total) that Plaintiffs will seek, subject to Court approval, in recognition for their service
26 to the State of California and the PAGA Aggrieved Employees.

27 1.28 “Settlement” means the disposition of the Action effected by this Agreement and the
28 Order Approving same.

1 1.29 “Defendants” means named Defendants Team Car Care, LLC and Team Car Care
2 West, LLC.

3 **II. RECITALS.**

4 2.1 On February 15, 2024, plaintiff Paul Macias commenced the Action by filing a
5 Complaint alleging causes of action against defendant Team Car Care, LLC asserting a single cause
6 of action for Civil Penalties under the Private Attorneys General Act (Labor Code section 2698 *et*
7 *seq.*). On or about April 2, 2024, plaintiff Julianna Padilla filed a complaint in the Superior Court
8 of California, Riverside County, Case No. CVRI2401719 (“Padilla Complaint”) against Defendants,
9 also asserting a single cause of action for Civil Penalties under the Private Attorneys General Act
10 (Labor Code section 2698 *et seq.*). On or about September 3, 2024, plaintiff Macias filed a DOE
11 amendment adding defendant Team Car Care West, LLC to the Action. In line with the Settlement,
12 on May 30, 2025, Plaintiffs provided an amended written notice to the LWDA and Defendants.
13 Plaintiffs then filed a First Amended Complaint adding plaintiff Padilla to the Action and updating
14 the factual allegations set forth in the amended written notice to the LWDA and Defendants.
15 Plaintiffs’ First Amended Complaint in the Action, asserts wage and hour violations as follows: (1)
16 Failure to Pay Minimum Wages (Cal. Labor Code §§ 204 (a)-(e), 221, 1182.12 (a)-(d), 1194, 1194.2
17 (a)-(c), 1197 and 1198); (2) Failure To Pay Overtime Compensation (Cal. Labor Code §§ 204 (a)-
18 (e), 510 (a)-(c), 558 (a)-(e), 1194 and 1198); (3) Failure To Provide Meal And Rest Periods (Cal.
19 Labor Code §§ 226.7 (a)-(f), 512 (a)-(g), 516 (a)-(b), 558 (a)-(e) and 1198); (4) Sick Leave (Cal.
20 Labor Code § 246 (a)-(r) (5) Inaccurate Paycheck Stubs (Cal. Labor Code § 226 (a)-(j)); (6) Untimely
21 Pay During Employment (Cal. Labor Code § 204 (a)-(e)); (7) Failure to Timely Pay Final Wages
22 (Cal. Labor Code §§ 201 (a)-(d), 202 (a)-(d) and 203 (a)-(b)); (8) Failure To Indemnify for
23 Necessary Business Expenses (Cal. Labor Code §§2800, 2802 (a)-(d) and 2804); (9) Failure to
24 Maintain Accurate Records and Produce Employee Records Upon Request (Cal. Labor Code §§ 226
25 (b) and (c), 432, 558 (a)-(e), 1174 and 1198.5 (a)-(d)) and (10) Private Attorney General Act (Cal.
26 Labor Code §2699, *et seq.* and 1197.1 (a)-(l)). The First Amended Complaint is the operative
27 complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the
28

1 Operative Complaint, deny any failure to comply with the laws identified in in the Operative
2 Complaint and deny any and all liability for the causes of action alleged.

3 2.2 Pursuant to *Labor Code* section 2699.3, subdivision (a), Plaintiffs gave timely
4 written notice to Defendants and the LWDA by sending the PAGA Notices.

5 2.3 On March 7, 2025, the Parties participated in an all-day mediation presided over by
6 Steven Mehta, Esq. which led to this Agreement to settle the Action.

7 2.4 Prior to mediation, Plaintiffs obtained, through informal discovery electronic payroll
8 records and timesheets for a 10% sample of California hourly employees (i.e., 136 employees)
9 between December 11, 2022 and December 26, 2024; paystubs, timesheets and personnel records
10 for the named Plaintiffs, relevant handbook and wage and hour policy documents; information
11 regarding the number of current and former non-exempt California employees employed by
12 Defendants between December 11, 2022 and November 14, 2024 (the date Defendants obtained the
13 data).

14 2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware
15 of any other pending matter or action asserting claims that will be extinguished or affected by the
16 Settlement. Plaintiff Padilla will file a request for dismissal of the Padilla Complaint, in its entirety
17 and as to all parties, without prejudice, following the filing of the First Amended Complaint, adding
18 Padilla to this Action.

19 **III. MONETARY TERMS.**

20 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
21 Defendants promise to pay \$392,000 and no more as the Gross Settlement Amount. Defendants
22 have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1
23 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
24 asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of
25 the Gross Settlement Amount will revert to Defendants.

26 3.2 Payments from the Gross Settlement Amount. The Administrator will make and
27 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
28 Court in the Final Approval:

1 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not than
2 33.3333333%, which is currently estimated to be \$130,666.67, and PAGA Counsel
3 Litigation Expenses Payment of not more than \$60,000. The PAGA Counsel's Fees awarded
4 by the Court shall be divided among Plaintiffs' counsel as follows: (1) sixty-three percent
5 (63%), or Eighty-Two Thousand Three Hundred Twenty Dollars and Zero Cents
6 (\$82,320.00) to Haines Law Group, APC; (2) twenty-seven percent (27%), or Thirty-Five
7 Thousand Two Hundred Eighty Dollars and Zero Cents (\$35,280.00) to Asaf Law, APC;
8 and (3) ten percent (10%), or Thirteen Thousand Sixty-Six Dollars and Sixty-Seven Cents
9 (\$13,066.67) to Voskanyan Law Firm, PC. Any amounts awarded will constitute complete
10 consideration to PAGA Counsel for all work performed and expenses incurred to date and
11 for all work to be performed and expenses to be incurred through the completion of the
12 Action and its Settlement. Defendants will not oppose requests for Court approval of these
13 payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel
14 will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation
15 Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA
16 Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
17 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no
18 liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any
19 portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses
20 Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel
21 Expenses Payment using one or more IRS 1099-MISC Forms, provided that PAGA Counsel
22 provides Defendants with a current, fully completed IRS Form W-9. PAGA Counsel
23 assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment
24 and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and
25 indemnifies Defendants, from any dispute or controversy regarding any division or sharing
26 of any of these Payments.

27 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$10,990
28 except for a showing of good cause and as approved by the Court. To the extent the

Administration Expenses are less or the Court approves payment less than \$10,990, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator must provide Defendants with a current, fully completed IRS Form W-9 and agree to timely provide copies of claims administered in this case to Defendants upon demand (i.e., notices, settlement checks, proof of payment such as cancelled checks, etc.), and no less than 15 days in advance of the funding deadline.

3.2.3 To Plaintiffs: Up to \$5,000.00 each, subject to Court approval, for Plaintiffs' Representative Enhancement Payments for their service to the State of California and the PAGA Aggrieved Employees. In the event the Court approves payments of less than the requested amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Forms 1099-MISC issued to Plaintiffs.

3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount will be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments, pursuant to Labor Code § 2699(i).

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

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

3.2.3.2 A payment to each Plaintiff (Paul Macias and Julianna Padilla) for a release of any and all claims against Defendants and/or the Released Persons (identified below) ("General Release") and agreement to execute and/or endorse the Personal Release contained herein, which includes a release of claims pursuant to California

Civil Code section 1542. These releases shall be via a written agreement separate from the present PAGA settlement, however, Plaintiffs' separate agreement to these general releases (described in Paragraphs 3.2.32, 5.1 and 5.1.1 below) shall be a condition precedent to the Effective Date occurring.

IV. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records pulled in advance of mediation, Defendants estimate there were approximately 1,710 Aggrieved Employees employed between approximately December 11, 2022 and November 14, 2024, and based on extrapolation of the data pulled in advance of mediation, the Parties estimate there were approximately 27,959 PAGA Pay Periods between March 4, 2023 and the date of mediation.

4.2 Aggrieved Employee Data. Within 45 days, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. The Aggrieved Employee Data shall not be subject to disclosure by the Administrator to PAGA Counsel, except that relevant information may be provided to PAGA Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from a PAGA Member. At no time during the settlement process will any PAGA Member's address, telephone number or Social Security Number be filed with the Court by PAGA Counsel or Defendants, except under seal as may be ordered by the Court. The Administrator shall ensure that the Notice and any other communications to PAGA Members shall not include the PAGA Members' Social Security Numbers, except for the last four digits. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will

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

3 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
4 Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the
5 Effective Date.

6 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund
7 the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
8 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel
9 Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Representative
10 Enhancement Payments. Disbursement of the PAGA Counsel Litigation Expenses Payment shall
11 not precede disbursement of Individual PAGA Payments.

12 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and
13 send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid.
14 The face of each check shall prominently state the date (not less than 180 days after
15 the date of mailing) when the check will be voided. The Administrator will cancel
16 all checks not cashed by the void date. Before mailing any checks, the Settlement
17 Administrator must update the recipients' mailing addresses using the National
18 Change of Address Database.

19 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search
20 for all Aggrieved Employees whose checks are returned undelivered without USPS
21 forwarding address. Within 7 days of receiving a returned check, the Administrator
22 must re-mail checks to the USPS forwarding address provided or to an address
23 ascertained through the Aggrieved Employee Address Search. The Administrator
24 need not take further steps to deliver checks to Aggrieved Employees whose re-
25 mailed checks are returned as undelivered. The Administrator shall promptly send a
26 replacement check to any Aggrieved Employee whose original check was lost or
27 misplaced, requested by the Aggrieved Employee prior to the void date.
28

1 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is
2 uncashed and cancelled after the void date, the Administrator shall transmit the
3 funds represented by such checks to the California Controller's Unclaimed
4 Property Fund in the name of the Aggrieved Employee.

5 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants
6 to confer any additional benefits or make any additional payments to the Aggrieved
7 Employees (such as 401(k) contributions or bonuses) beyond those specified in this
8 Agreement.

9 4.5 Dismissal. Upon the Court's approval of this Agreement and payment of all sums
10 required by this Agreement, Plaintiffs shall file a request for dismissal of the Action in its entirety
11 as to Defendants with prejudice. Pursuant to *Code of Civil Procedure* section 664.6, the Court
12 shall retain jurisdiction to enforce the terms of this Agreement and to permanently enjoin and
13 forever bar the Aggrieved Employees from instituting or prosecuting any claims against
14 Defendants as described in paragraphs 5.1 and 5.2, the "Plaintiffs' Separate Release" and "Release
15 by Plaintiffs and Aggrieved Employees," which were resolved as part of the Settlement.

16 **V. RELEASES OF CLAIMS.**

17 Effective on the date when Defendants fully fund the entire Gross Settlement Amount
18 Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

19 5.1 Plaintiffs' Separate Release. In a separate agreement, Plaintiffs and their respective
20 former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
21 administrators, successors and assigns shall agree to irrevocably and unconditionally release and
22 discharge Released Parties from all complaints, claims, liabilities, obligations, promises,
23 agreements, controversies, damages, costs, losses, debts and expenses (including attorneys' fees and
24 costs actually incurred), transactions or occurrences, of any nature whatsoever, including, but not
25 limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained
26 in the Operative Complaint and the PAGA Notices, and the release of any and all claims arising
27 under any of the following, as amended: the National Labor Relations Act ("NLRA"), Title VII of
28 the Civil Rights Act of 1964, Sections 1981 through 1988 of Title 42 of the United States Code, the

1 Employee Retirement Income Security Act of 1974 (“ERISA”), the Americans with Disabilities Act
2 of 1990 (“ADA”), the Fair Labor Standards Act (“FLSA”), the Occupational Safety and Health Act
3 (“OSHA”), the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Genetic
4 Information Nondiscrimination Act (“GINA”), the Family and Medical Leave Act (“FMLA”), the
5 Worker Adjustment and Retraining Notification Act (“WARN”), the California Fair Employment
6 and Housing Act (“FEHA”), the Family and Medical Leave Act of 1993 (“FMLA”) and the
7 California Family Rights Act (“CFRA”), the Private Attorneys’ General Act (“PAGA”), the
8 California Worker Adjustment and Retraining Notification Act (“Cal-WARN”), the California
9 Business and Professions Code, including the Unfair Competition Law, Cal. Bus. & Prof. Code §
10 17200, the California Minimum Wage Law, the Equal Pay Law for California, the California Labor
11 Code (including specifically, Section 132a) and California Wage Orders, together with any alleged
12 violation of the United States or any state Constitution, any local, state or federal law, regulation or
13 ordinance, and/or public policy, contract or tort or common-law, any claim for injunctive or
14 declaratory relief any violation of the penal code, and any other claim whether cognizable at law or
15 in equity having any bearing whatsoever on Plaintiffs’ application for employment, employment
16 with, or separation of employment from the Released Parties, which Plaintiffs ever had, now have,
17 or shall have, from the beginning of time to the date of the Effective Date (“Plaintiffs’ Release”).
18 Plaintiffs’ separate Release will not extend to any claims or actions to enforce this Agreement, or to
19 any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
20 workers’ compensation benefits that arose at any time. Plaintiffs will agree to separately
21 acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or
22 law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs’ separate
23 Release shall be and remain effective in all respects, notwithstanding such different or additional
24 facts or Plaintiff’s discovery of them.

25 5.1.1 Plaintiffs’ Separate Waiver of Rights Under Civil Code Section 1542. For purposes of
26 Plaintiffs’ separate Release, Plaintiffs will agree to expressly waive and relinquish the provisions,
27 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:
28

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

4 Plaintiffs Paul Macias and Julianna Padilla will agree to separately acknowledge that they
5 may hereafter discover facts different from or in addition to those which each they or their attorneys
6 now know or believe to be true with respect to the matters released in this settlement, and agree that
7 the release in this paragraph shall be and remain in effect as a full and complete release of all claims,
8 notwithstanding any such different or additional facts.

9 5.2 Release by Plaintiffs and Aggrieved Employees:

10 All Aggrieved Employees, including Plaintiffs, are deemed to release, on behalf of
11 themselves and their respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors and assigns, the Released Parties from all civil penalties which are or
13 may be available under or through the PAGA for any violation of the Labor Code, Wage Orders,
14 regulations, and/or any other provisions of state and federal law based on the facts that were alleged,
15 or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
16 Complaint and the PAGA Notices. Any Aggrieved Employee covered by this Agreement will be
17 barred from proceeding with any Claim released by this Agreement. The Aggrieved Employees
18 other than Plaintiffs will not be releasing any underlying wage and hour claims through this
19 settlement, only PAGA claims. The Aggrieved Employees will not be provided with the opportunity
20 to opt out of this PAGA settlement and release.

21 5.3 Release by PAGA Counsel:

22 PAGA Counsel release on behalf of their present and former attorneys, employees, agents,
23 successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection
24 with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the
25 PAGA Notice.

26 **VI. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

27 Plaintiffs shall prepare and file an application or motion for approval of this Settlement.
28

1 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
2 documents necessary for obtaining approval of this Settlement under Labor Code section 2699,
3 subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii)
4 a signed declaration from the Administrator attaching its "not to exceed" bid for administering the
5 Settlement and attesting to its willingness to serve; competency; operative procedures for protecting
6 the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach,
7 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
8 interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial
9 relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from
10 PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA
11 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
12 (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined
13 version of the parties' Agreement showing all modifications made to the Model Agreement ready
14 for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with
15 Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel
16 shall aver that they are not aware of any other pending matter or action asserting claims that will be
17 extinguished or adversely affected by the Settlement. Such drafts will be delivered at least 7 days
18 before filing.

19 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
20 responsible for expeditiously finalizing and filing the application or motion for approval of this
21 Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing
22 date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is
23 responsible for delivering the Court's PAGA Settlement Approval Order to the Administrator.

24 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application
25 or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA
26 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
27 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
28 the motion for approval of this Settlement or conditions its approval on any material change to this

1 Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
2 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
3 otherwise satisfy the Court's concerns.

4 **VII. SETTLEMENT ADMINISTRATION.**

5 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action
6 Administration to serve as the Administrator and verified that, as a condition of appointment, Apex
7 Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary,
8 all duties specified in this Agreement in exchange for payment of Administration Expenses. The
9 Parties and their Counsel represent that they have no interest or relationship, financial or otherwise,
10 with the Administrator other than a professional relationship arising out of prior experiences
11 administering settlements. Defendants may engage in communications with the Administrator
12 without notice or copies to PAGA Counsel, any Aggrieved Employees, or the Court. PAGA
13 Counsel may engage in communications with the Administrator without notice or copies to
14 Defendants, any Aggrieved Employees, or the Court. In the event that either Defendants or PAGA
15 Counsel take the position that the Administrator is not acting in accordance with the terms of the
16 Agreement, such party shall meet and confer first with opposing counsel and then, if necessary, with
17 the Administrator and/or the Court.

18 7.2 Employer Identification Number. The Administrator shall have and use its own
19 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
20 reports state and federal tax authorities.

21 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
22 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
23 section 468B-1. If practical, the QSF shall be an interest-bearing account at a federally-insured bank
24 that is mutually acceptable to the Parties and the Administrator.

25 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks
26 to be performed or observed by the Administrator contained in this Agreement or otherwise. The
27 Administrator shall specifically agree to provide Defendants, upon reasonable request, with copies
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1 of notices, checks and cancelled checks pertaining to any aggrieved employee for two years
2 following disbursement of the settlement.

3 7.5 Explanatory Letter. The Administrator will mail copies of the explanatory letter,
4 which has been approved by the Parties and attached hereto as **Exhibit A**, in English and Spanish,
5 concurrently with the Individual Settlement Payments to all PAGA Aggrieved Employees via First-
6 Class U.S. Mail.

7 **VIII. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**

8 8.1 Based on data pulled in advance of mediation, Defendants estimate that, there were
9 approximately 1,710 Aggrieved Employees employed between approximately December 11, 2022
10 and November 14, 2024. The Parties further estimate, based on extrapolation of the data pulled in
11 advance of mediation, that there were approximately 27,959 PAGA Pay Periods between March 4,
12 2023 and the date of mediation.

13 8.2 Escalator Clause. If it is determined the number of pay periods within the PAGA
14 Period exceeds 30,755, then Defendants will have the option to either reduce the scope of the release
15 to fit within the escalator clause (i.e., reducing the release period such that the release period ends
16 on the same date as the ending pay period date prior to which the pay periods exceeded 30,755) or
17 increase the Gross Settlement Amount on a proportional basis for every percent higher than 10%
18 (i.e., if the total is 11% greater than 27,959, the Gross Settlement Amount could be increased by
19 1%).

20 **IX. CONTINUING JURISDICTION OF THE COURT.**

21 The Parties agree that, after entry of Order approving the Settlement, the Court will retain
22 jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this
23 Agreement and/or Order, (ii) addressing settlement administration matters and (iii) addressing such
24 post-Order matters as are permitted by law.

25 9.1 Waiver of Right to Appeal. Provided the Order is consistent with the terms and
26 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
27 Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal
28 from the Order, including all rights to post-order and appellate proceedings, the right to file motions

1 to vacate the Order, motions for new trial, extraordinary writs and appeals. The waiver of appeal
2 does not include any waiver of the right to oppose such motions, writs or appeals. If another party
3 appeals the Order, the Parties' obligations to perform under this Agreement will be suspended until
4 such time as the appeal is finally resolved and the Order becomes final, except as to matters that do
5 not affect the amount of the Net Settlement Amount.

6 **X. ADDITIONAL PROVISIONS.**

7 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This
8 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
9 Agreement is intended or should be construed as an admission by Defendants that any of the
10 allegations in the Operative Complaint have merit or that Defendants have any liability for any
11 claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants'
12 defenses in the Action have merit. The Parties agree that representative treatment is for purposes of
13 this Settlement only. If for any reason the Court does not approve this Settlement, Defendants
14 reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest
15 Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action
16 will have no bearing on, and will not be admissible in connection with, any litigation (except for
17 proceedings to enforce or effectuate the Settlement and this Agreement). The Parties further agree
18 that nothing in this Agreement is deemed to waive or otherwise prevent Defendants from filing a
19 motion to compel individual arbitration, if the Settlement does not become effective for any reason.
20 Plaintiffs and PAGA Counsel agree that Defendants retain and reserve these rights, and agree not to
21 argue or present any argument, and hereby waives any argument that, based on this Agreement,
22 Defendants cannot assert any and all potential defenses and privileges if this Action were to proceed.
23 The Parties further agree that nothing in this Agreement is deemed to waive or otherwise prevent
24 Plaintiffs from opposing Defendant's motion to compel arbitration or challenge the enforceability
25 of Defendants' arbitration agreement(s).

26 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
27 Agreement together with its attached exhibits shall constitute the entire agreement between the
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1 Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants
2 or inducements made to or by any Party.

3 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
4 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
6 terms, and to execute any other documents reasonably required to effectuate the terms of this
7 Agreement including any amendments to this Agreement.

8 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
10 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
11 as requested by the Court. In the event the Parties are unable to agree upon the form or content of
12 any document necessary to implement the Settlement, or on any modification of the Agreement that
13 may become necessary to implement the Settlement, the Parties will seek the assistance of a
14 mediator and/or the Court for resolution.

15 10.5 No Prior Assignments. The Parties separately represent and warrant that they have
16 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
17 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action
18 or right released and discharged by the Party in this Settlement.

19 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel
20 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
21 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
22 10, as amended) or otherwise.

23 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
24 modified, changed or waived only by an express written instrument signed by all Parties or their
25 representatives, and approved by the Court.

26 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
27 to the benefit of, the successors of each of the Parties.

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1 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
2 governed by and interpreted according to the internal laws of the state of California, without regard
3 to conflict of law principles.

4 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
5 of this Agreement. This Agreement will not be construed against any Party on the basis that the
6 Party was the drafter or participated in the drafting.

7 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders
8 entered during Action and in this Agreement relating to the confidentiality of information shall
9 survive the execution of this Agreement. Except as provided above to the extent necessary to
10 effectuate the settlement or as required by court or legal process, the Parties and their counsel will
11 keep confidential the facts relating to the existence of this Agreement, negotiations leading to the
12 execution of this Agreement, terms of this Agreement, and alleged factual basis for Plaintiffs'
13 claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press
14 conference, publish information about the settlement on any website or through any social media,
15 or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered
16 by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions,
17 Plaintiffs' Counsel may reference the Action only by name and case number in a declaration
18 establishing adequacy as class or representative counsel.

19 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
20 Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data
21 provided to PAGA Counsel by Defendants in connection with the mediation, other settlement
22 negotiations, or in connection with the Settlement, may be used only with respect to this Settlement,
23 and no other purpose, and may not be used in any way that violates any existing contractual
24 agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator
25 discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and
26 electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the
27 Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA
28 Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

1 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
2 inserted for convenience of reference only and does not constitute a part of this Agreement.

3 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
4 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
5 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

6 10.15 Notice. All notices, demands or other communications between the Parties in
7 connection with this Agreement will be in writing and deemed to have been duly given as of the
8 third business day after mailing by United States mail, or the day sent by email or messenger,
9 addressed as follows:

10 To Plaintiffs: Fletcher W. Schmidt of Haines Law Group, APC
 2155 Campus Drive, Suite 180, El Segundo, CA 90265
11 fschmidt@haineslawgroup.com

12 To Defendants: Summer Young-Agriesti and Ana Thomas, Young-Agriesti &
 Thomas, LLP
13 7755 Center Avenue, Suite 1100, Huntington Beach, CA 92647
14 (949) 221-8700; syoung@yatlaw.com; athomas@yatlaw.com.

15 10.16 Execution in Counterparts. This Agreement may be executed in one or more
16 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
17 Agreement shall be accepted as an original. All executed counterparts and each of them will be
18 deemed to be one and the same instrument if counsel for the Parties will exchange between
19 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
20 the existence and contents of this Agreement.

21 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
22 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
23 that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330
24 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the
25 entire period of this settlement process.

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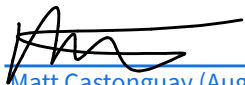
Dated: 07/31/25, 2025

By: Paul Macias
Paul Macias (Jul 31, 2025 10:33:48 PDT)
Plaintiff Paul Macias

Dated: _____, 2025

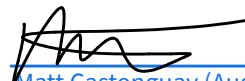
By: _____
Plaintiff Julianna Padilla

Dated: _____, 2025

By: 
Matt Castonguay (Aug 5, 2025 12:11:19 CDT)

Name: Matt Castonguay, CFO
Defendant Team Car Care, LLC

Dated: _____, 2025

By: 
Matt Castonguay (Aug 5, 2025 12:11:19 CDT)

Name: Matt Castonguay, CFO
Defendant Team Car Care West, LLC

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Dated: _____, 2025

By: _____
Plaintiff Paul Macias

Dated: 07/30/25, 2025

By:  _____
Julianna Padilla (Jul 30, 2025 16:16:06 PDT)
Plaintiff Julianna Padilla

Dated: _____, 2025

By: _____

Name: _____
Defendant Team Car Care, LLC

Dated: _____, 2025

By: _____

Name: _____
Defendant Team Car Care West, LLC

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Dated: _____, 2025

Young-Agriesti & Thomas, LLP

By: 

Summer Young-Agriesti
Ana Thomas
Attorneys for Defendant
Team Car Care, LLC and Team Car Care West,
LLC

Dated: July 31 _____, 2025

Haines Law Group, APC

By: 

Paul Haines
Fletcher W. Schmidt
Matthew K. Moen
Ian T. Mallery
Attorneys for Plaintiffs

Dated: _____, 2025

Asaf Law, APC

By: _____
Asaf Agazanof
Attorneys for Plaintiffs

Dated: _____, 2025

Voskanyan Law Firm, PC

By: _____
Harut Voskanyan
Voskanyan Law Firm, PC
Attorneys for Plaintiffs

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Dated: _____, 2025

Young-Agriesti & Thomas, LLP

By: _____

Summer Young-Agriesti
Ana Thomas
Attorneys for Defendant
Team Car Care, LLC and Team Car Care West,
LLC

Dated: _____, 2025

Haines Law Group, APC

By: _____

Paul Haines
Fletcher W. Schmidt
Matthew K. Moen
Ian T. Mallery
Attorneys for Plaintiffs

Dated: July 30, 2025

Asaf Law, APC

By:  _____
Asaf Agazanof Jul 30, 2025 17:58:30 PDT

Asaf Agazanof
Attorneys for Plaintiffs

Dated: _____, 2025

Voskanyan Law Firm, PC

By: _____

Harut Voskanyan
Voskanyan Law Firm, PC
Attorneys for Plaintiffs

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Dated: _____, 2025

Young-Agriesti & Thomas, LLP

By: _____

Summer Young-Agriesti
Ana Thomas
Attorneys for Defendant
Team Car Care, LLC and Team Car Care West,
LLC

Dated: _____, 2025

Haines Law Group, APC

By: _____

Paul Haines
Fletcher W. Schmidt
Matthew K. Moen
Ian T. Mallery
Attorneys for Plaintiffs

Dated: _____, 2025

Asaf Law, APC

By: _____

Asaf Agazanof
Attorneys for Plaintiffs

Dated: July 30, 2025

Voskanyan Law Firm, PC

By: _____

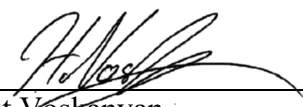

Harut Voskanyan
Voskanyan Law Firm, PC
Attorneys for Plaintiffs

Exhibit “A”

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Paul Macias, et al. v. Team Car Care, LLC, et al.
Los Angeles County Superior Court, Case No. 24STCV03864

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]
XXX-XX-[LAST 4 SSN]

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) issued an order approving the PAGA Settlement Agreement and Release of Claims (“Settlement”) in the above-captioned lawsuit filed by Plaintiffs Paul Macias and Julianna Padilla (“Plaintiffs”) on behalf of themselves and all other aggrieved employees, including you (“Operative Complaint”).

In the Operative Complaint, Plaintiffs seek to recover civil penalties for alleged violations of a California law known as the Private Attorneys General Act (“PAGA”). Plaintiffs are acting as “private attorneys general” on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other employees of Defendants Team Car Care, LLC and Team Car Care West, LLC (“Defendants”). Plaintiffs allege that Defendants are liable for civil penalties under PAGA because of Defendants’ purportedly failed to pay all minimum and overtime wages (Cal. Labor Code §§ 204 (a)-(e), 221, 510 (a)-(c), 558 (a)-(e), 1182.12 (a)-(d), 1194, 1194.2 (a)-(c), 1197 and 1198); provide all lawful meal periods and authorize and permit all lawful rest periods (Cal. Labor Code §§ 226.7 (a)-(f), 512 (a)-(g), 516 (a)-(b), 558 (a)-(e) and 1198); reimburse all necessary business expenses (Cal. Labor Code §§ 2800, 2802 (a)-(d) and 2804); issue accurate itemized wage statements (Cal. Labor Code § 226 (a)-(j)); meet sick leave obligations, including payment of all sick pay wages (Cal. Labor Code § 246 (a)-(r)); timely pay all wages owed during employment and upon separation from employment (Cal. Labor Code §§ 201 (a)-(d), 202 (a)-(d) and 203 (a)-(b) 204 (a)-(e)); and maintain accurate records and produce employee records upon request (Cal. Labor Code §§ 226 (b) and (c), 432, 558 (a)-(e), 1174 and 1198.5 (a)-(d)). The Aggrieved Employees other than Plaintiffs will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims. The Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA settlement and release.

Defendants deny all claims and allegations in this lawsuit, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the lawsuit and interference with Defendants’ business operations, Plaintiffs and Defendants have concluded that it is in the best interests of the parties to settle. By settling this lawsuit, Defendants are not admitting that it has done anything wrong.

The Court has ***not*** ruled on Plaintiffs’ claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiffs’ claims. Defendants maintain that Plaintiffs’ allegations are without merit, and enter into this Settlement with no admission of liability.

You are receiving this Notice because you are in the group of employees referred to as the “Aggrieved Employees,” which is defined as: all current and former non-exempt employees who have worked, or

continue to work, for Defendants in California during the PAGA Period (March 3, 2023 through May 13, 2025). The time period from March 3, 2023 through May 13, 2025 is also known as the “PAGA Period.”

II. CALCULATION OF INDIVIDUAL PAGA PAYMENTS

The enclosed settlement check was calculated based on the number of pay periods you worked for Defendant during the PAGA Period relative to all other Aggrieved Employees.

Settlement checks will be null and void one hundred eighty (180) days after issuance if not deposited or cashed. Any check not deposited or cashed within one hundred eighty (180) days of mailing to an Aggrieved Employee shall be transferred to the California State Controller’s Office for Unclaimed Property in the name of each Aggrieved Employee who failed to cash a Settlement Payment check prior to the void date. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

III. RELEASE

On **[PAGA APPROVAL DATE]**, the Court approved the parties’ PAGA Settlement Agreement. By operation of the Settlement’s terms, the Aggrieved Employees will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, defendants Team Car Care, LLC and Team Car Care West, LLC and each of its former and present parents, directors, officers, managers, employees, operators, donors, shareholders, principals, owners, members, administrators, divisions, fiduciaries, trustees, agents, attorneys, representatives, accountants, auditors, consultants, employees, partners, insurers and reinsurers, predecessors, investors, benefit plans, heirs, successors, assigns, subsidiaries, affiliates and any DBAs (the “Released Parties”) from all civil penalties which are or may be available under or through the PAGA for any violation of the Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law based on the facts that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices (the “PAGA Released Claims”). Any Aggrieved Employee covered by this release will be barred from proceeding with any PAGA Released Claims.

This release is solely limited to civil penalties that are recoverable under PAGA. The Aggrieved Employees other than Plaintiffs will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims.

IV. TAXATION

One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your individual PAGA payment. Neither Plaintiffs nor Defendants have made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

V. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

You may contact the Court-approved Settlement Administrator, Apex Class Action Administration, at **[ADMINISTRATOR INFO]** with any questions.