

1 TIMOTHY B. DEL CASTILLO (SBN: 277296)

tdc@castleemploymentlaw.com

2 KENT L. BRADBURY (SBN: 279402)

kb@castleemploymentlaw.com

3 **CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC**

4 2999 Douglas Blvd., Suite 180

Roseville, CA 95661

5 Telephone: (916) 245-0122

6 Attorneys for Plaintiffs SEAN DOYLE and JORDAN CAMIN

7 Jennifer E. Duggan - SBN: 183833

Jennifer@dugganmchugh.com

8 Katie A. Collins - SBN: 309475

Katie@dugganmchugh.com

9 **DUGGAN McHUGH LAW CORPORATION**

10 641 Fulton Ave., Suite 100

Sacramento, CA 95825

11 Telephone: 916.550.5309

12 Attorneys for Defendants UAUTO ROSEVILLE, LLC,  
13 CRAIG HEISER, and AMY HEISER

14 **SUPERIOR COURT OF CALIFORNIA**

15 **FOR THE COUNTY OF PLACER**

16  
17 SEAN DOYLE and JORDAN CAMIN,  
18 individually and on behalf of all others  
19 similarly situated,

20 Plaintiffs,

21 v.

22 UAUTO ROSEVILLE, LLC, CRAIG  
23 HEISER, an individual, AMY HEISER, an  
24 individual, and Does 1 through 20, inclusive,

25 Defendants.

**Case No. S-CV-0052660**

**JOINT STIPULATION OF PAGA  
SETTLEMENT AND RELEASE**

Complaint Filed: April 18, 2024

1  
2 This Joint Stipulation of PAGA Settlement and Release (hereinafter “Stipulation of  
3 Settlement”) is made and entered into by and between Sean Doyle and Jordan Camin (“Plaintiffs”  
4 or “PAGA Representatives”), individually and on behalf of themselves, the State of California and  
5 all other allegedly similarly aggrieved employees (“PAGA Members”), on the one hand, and  
6 UAUTO ROSEVILLE, LLC, CRAIG HEISER, and AMY HEISER. (“Defendants”), on the other.

7 This Stipulation of Settlement shall be binding on Plaintiffs, the State of California, and  
8 those persons Plaintiffs represent as PAGA Members as provided herein, and on Defendants and  
9 their present and former parents, affiliated or related companies, shareholders, officers, directors,  
10 employees, agents, successors and assigns, and any individual or entity which could be jointly liable  
11 with Defendants, and their respective counsel, subject to the terms and conditions hereof and the  
12 Court’s approval.

13 **THE PARTIES STIPULATE AND AGREE** as follows:

14 1. Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

15 2. On January 16, 2024, Plaintiffs filed a PAGA Notice with the LWDA, alleging  
16 various violations of the Labor Code by Defendants. On April 25, 2024, Plaintiffs filed an Amended  
17 PAGA Notice with the LWDA. On April 18, 2024, Plaintiffs filed their Complaint in Placer County  
18 Superior Court, Case No. S-CV-0052660. On April 25, 2024, Plaintiffs filed their First Amended  
19 Complaint.

20 3. Plaintiffs’ Complaint alleges causes of action for the following: (1) unfair  
21 competition, (2) failure to provide compliant wage statements, (3) failure to pay overtime wages (4)  
22 waiting time penalties, (5) failure to provide meal and rest periods, (6) failure to pay minimum wage  
23 for all hours worked, and (7) penalties under the Private Attorneys General Act (“PAGA”). Plaintiffs  
24 asserted causes of action 1-6 on individual and a class basis. The Parties have agreed that, under  
25 this settlement agreement, Plaintiffs will dismiss the class claims. As such, under this Settlement  
26 Agreement, the Parties have agreed to settle Plaintiff’s PAGA claims.

27 4. In Plaintiffs’ cause of action for PAGA, Plaintiffs allege various Labor Code  
28 violations, including, but not limited to, (1) itemized wage statement violations, (2) failure to pay

1 overtime, (3) waiting time penalties, (4) failure to provide meal periods or pay meal period  
2 premiums, (5) failure to permit rest periods or pay rest period premiums, and (6) failure to pay  
3 minimum wage, as the basis for their claims for civil penalties under PAGA. Plaintiffs' Complaint  
4 seeks to recover damages, including, but not limited to, PAGA civil penalties, interest including  
5 pre- and post-judgment, injunctive relief, and attorneys' fees and costs.

6         5. Defendants deny all material claims and allegations and assert numerous affirmative  
7 defenses.

8         6. Through arms-length, serious negotiations the Parties have reached a settlement of  
9 Plaintiffs' claims brought in the Lawsuit ("Settlement") after the exchange of information to allow  
10 the Parties to evaluate the merits of Plaintiffs' claims and the merits of Defendants' defenses to  
11 those claims. The negotiation between the Parties was adversarial and contentious, while remaining  
12 professional. These negotiations allowed the Parties to reach a final resolution as to Plaintiffs'  
13 claims under the PAGA, which will be submitted to the LWDA and to the above captioned Court  
14 for approval, pursuant to Labor Code section 2699(1)(2). The Parties now enter into this detailed,  
15 formalized Stipulation of Settlement with respect to the Plaintiff's PAGA claims, subject to the  
16 Court's approval of the Settlement.

17         7. For purposes of this Settlement, the "PAGA Members" shall consist of all nonexempt  
18 employees employed by Defendants in California at any time between January 16, 2023, through  
19 the date of execution of this Settlement Agreement ("PAGA Period") who have not previously  
20 signed a release of their claims. Defendants have represented that there are approximately 22 PAGA  
21 Group members.

22         8. Defendants specifically and generally deny any liability or wrongdoing of any kind  
23 whatsoever associated with the claims and allegations alleged in Plaintiffs' Complaint and LWDA  
24 Notice Letters. Defendants make no concessions or admissions of liability of any sort, and contend  
25 that for any purpose other than settlement, the PAGA Action is not manageable or appropriate for  
26 representative treatment. Defendants assert a number of defenses to the claims and have denied any  
27 wrongdoing or liability arising out of any of the alleged facts or conduct in the PAGA Action.  
28 Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken

1 to carry out this Agreement, is or may be construed as, or may be used as an admission, concession,  
2 or indication by or against Defendants or any of the Released Parties (defined below) of any fault,  
3 wrongdoing, or liability whatsoever. Nor should the Agreement be construed as any admission or  
4 determination by any court as to the merits of the claims asserted in the PAGA action. Defendants  
5 recognize that the defense of this litigation will be time-consuming and require a significant  
6 investment of resources. Defendants, therefore, have made a business decision to settle in the  
7 manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

8 9. It is the desire of the Parties to fully, finally and forever settle, compromise and  
9 discharge the PAGA claims that were alleged in Plaintiffs' Complaint and LWDA Notice Letter in  
10 this case and that could have been alleged based on the facts and allegations therein. To achieve a  
11 full and complete release of claims, the Parties acknowledge that this Stipulation of Settlement is  
12 intended to include in its effect all PAGA claims alleged, and that could have been alleged, in the  
13 LWDA Notice Letter and the Action, and all Released Claims against all Released Parties (as  
14 defined herein) as of the date of the Court's approval of this Settlement.

15 10. This release includes Defendants, and any of their former and present parents,  
16 subsidiaries, affiliates, and their former and present officers, directors, owners, employees, partners,  
17 and agents, and any other predecessors, successors, assigns, or legal representatives ("Released  
18 Parties"), from any and all claims, causes of action, damages, expenses, benefits, interest, penalties,  
19 attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or  
20 nature that were asserted or could have been asserted based on the facts alleged and with respect to  
21 the claims asserted in Plaintiff's LWDA Notice and Complaint for the entire PAGA Period.

22 11. "PAGA Counsel" means Castle Law: California Employment Counsel PC, the  
23 attorneys representing the Plaintiffs in the Action. PAGA Counsel has conducted a thorough  
24 investigation into the facts of this representative case, including an extensive review of relevant  
25 documents and data, and has diligently investigated Plaintiffs' and the PAGA Members' claims  
26 against Defendants. Based on their own independent investigation and evaluation, PAGA Counsel  
27 are of the opinion that the Settlement with Defendants for the consideration and on the terms set  
28 forth in this Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of

1 Plaintiffs and the PAGA Members in light of all known facts and circumstances, including the risk  
2 of significant delay, the numerous defenses asserted by Defendants, the number of potential PAGA  
3 Members who had signed releases of their claims, and various potential appellate issues.

4 12. The Parties agree to cooperate and take all steps necessary and appropriate to  
5 consummate this Settlement and to effectuate a judgment. In the event that: (i) the Court does not  
6 approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other  
7 reason apart from the Court's refusal to approve, then this Settlement Agreement—and any  
8 documents generated to bring it into effect—will be null and void, and the Parties will be returned  
9 to their respective positions.

10 13. This Settlement provides for mailing of an explanatory notice (as set forth in **Exhibit**  
11 **A** below) (the "Settlement Notice") and payment of Settlement Awards (as defined herein) to all  
12 PAGA Members according to a specified formula as provided herein. The gross total payment  
13 under the Settlement, including all attorneys' fees and costs, settlement administration costs,  
14 interest, PAGA penalties and any other payments provided by this Settlement is \$50,000.00. It is  
15 understood and agreed that Defendants' gross total liability under this Settlement shall not exceed  
16 \$50,000.00. It is further understood and agreed that Defendants shall have no obligation to pay any  
17 person, entity or organization more than its gross total liability under this Settlement as set forth  
18 above, which includes the total amount of: (1) the Settlement Awards to the PAGA Group; (2) the  
19 attorneys' fees and costs approved by the Court; (3) the actual fees and expenses of the Settlement  
20 Administrator; and (5) payment to the State of California pursuant to PAGA.

21 **TERMS OF SETTLEMENT**

22 14. NOW THEREFORE, in consideration of the mutual covenants, promises and  
23 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

24 a. It is agreed by and among Plaintiffs and Defendants that any PAGA claims,  
25 damages or causes of action arising out of the disputes which are the subject of the LWDA Notice  
26 Letter and this Action or that could have been included in the LWDA Notice Letter and this Action,  
27 be settled and compromised as between the Plaintiffs, the PAGA Members (including Plaintiffs)  
28 and Defendants, subject to the terms and conditions set forth in this Stipulation of Settlement and

1 approval by the Court.

b. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred: (i) this Stipulation of Settlement has been executed by all Parties and by counsel for the PAGA Members and Defendants; (ii) the Court has approved this PAGA Settlement, and (iii) the Judgement is final. The term “Judgment” means the judgment entered by the Court based upon the final approval by the Court.

c. Gross Settlement Amount, and Net Settlement Amount: To implement the terms of this Settlement, Defendants agree to pay a gross settlement amount of \$50,000.00 (“Gross Settlement Amount”).

i. At no time shall Defendants have the obligation to segregate the funds comprising the Gross Settlement Amount. The Gross Settlement Amount will be used to pay all Settlement Awards for the PAGA Members, all attorneys' fees and costs of PAGA Counsel, all fees and expenses of the Settlement Administrator, the payment to the State of California pursuant to the PAGA, and other payments provided by this Settlement.

The Net Settlement Amount shall be calculated by deducting all attorneys' fees and costs, and the actual fees and expenses of the Settlement Administrator, from the Gross Settlement Amount ("Net Settlement Amount"). The Settlement Awards to PAGA Members will be calculated by the Settlement Administrator based on Defendants' records and paid out of the Net Settlement Amount as detailed in Paragraph 14(e) below. The Gross Settlement Amount shall be paid by Defendants to the Settlement Administrator within thirty (30) days after the Settlement becomes final and effective under Paragraph 14(b).

d. California Private Attorneys' General Act Allocation: Seventy-five percent (75%) of the Net Settlement Amount will be paid to the State of California's LWDA pursuant to the PAGA (the "LWDA PAGA Payment") and the remaining 25% will be paid as Settlement Awards to the PAGA Members (the "Employee PAGA Payment"). The Settlement Awards will be calculated by the Settlement Administrator based on Defendants' records and paid out of the Net

1 Settlement Amount as detailed in Paragraph 14(e) below. The Net Settlement Amount will be  
2 distributed as provided herein within fifteen (15) days of Defendants funding of the Settlement.

3 e. Settlement Awards: The term “Settlement Awards” means the PAGA  
4 Members’ *pro rata* shares of the Employee PAGA Payment calculated according to the number of  
5 pay periods each PAGA Member worked during the PAGA Period. The Settlement Administrator  
6 shall first determine for each PAGA Member the pay periods the PAGA Member actively worked  
7 for Defendants during the PAGA Period. The Settlement Administrator shall divide the amount of  
8 the Employee PAGA Payment by the sum of all PAGA Members’ pay periods worked to calculate  
9 an “Estimated Amount Per Pay Period.” For each PAGA Member, the Settlement Administrator  
10 shall then multiply the Estimated Amount Per Pay Period by the PAGA Member’s pay periods  
11 worked in the PAGA Period to determine each individual Settlement Award. The Settlement Award  
12 process is discussed further below.

13 f. Allocation and Taxability of Settlement Awards: The individual Settlement  
14 Awards payable to PAGA Members shall be allocated entirely to alleged unpaid penalties and  
15 unpaid interest, for which IRS Forms 1099-MISC will issue to the PAGA Members. PAGA  
16 Members assume full responsibility and liability for any taxes owed or attributable to the Settlement  
17 Awards paid to the PAGA Members under this Settlement.

18 g. Settlement Awards Do Not Trigger Additional Benefits: All Settlement  
19 Awards to PAGA Members shall be deemed to be income to such PAGA Members solely in the  
20 year in which such awards actually are received by the PAGA Members. It is expressly understood  
21 and agreed that the receipt of such Settlement Awards will not entitle any PAGA Member to  
22 additional compensation or benefits under any company bonus, contest or other compensation or  
23 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle  
24 any PAGA Member to any increased retirement, 401(k) benefits or matching benefits, or deferred  
25 compensation benefits. No deductions or contributions for 401(k) shall be made from the Settlement  
26 Awards. It is the intent of this Settlement that the Settlement Awards provided for in this Agreement  
27 are the sole payments to be made by Defendants to PAGA Members in connection with this  
28 Settlement, and that the PAGA Members are not entitled to any new or additional compensation or

benefits as a result of having received the Settlement Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

h. Attorneys' Fees and Attorneys' Costs: Subject to Court approval, attorneys' fees and costs shall be paid to Plaintiff's Counsel from the Gross Settlement Amount, as set forth in Paragraph 16 below. The Court-approved attorneys' fees and costs will be paid out of the Gross Settlement Amount to PAGA Counsel within five (5) days after the Settlement is funded by Defendants.

i. Settlement Administrator: The Parties have jointly selected Phoenix Settlement Administrators to serve as the "Settlement Administrator" and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Stipulation of Settlement and to perform, as a fiduciary, all duties specified in this Stipulation of Settlement in exchange for payment of actual expenses and fees incurred in the administration of this Settlement ("Administration Expenses"). The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements. However, the Parties shall have the right to select or substitute a different Settlement Administrator by mutual agreement at any time. The fees of the Settlement Administrator for work done shall be paid from the Gross Settlement Amount. Phoenix Settlement Administrators has capped the Administration Expenses at \$1,995.00. The Court-approved Administration Fees will be paid out of the Gross Settlement Amount within five (5) days after the Settlement is funded by Defendants. The Settlement Administrator is discussed further below.

#### SETTLEMENT ADMINISTRATION

15. The Settlement Administrator will send an agreed upon explanatory notice of the Settlement, attached hereto as **Exhibit A**, along with the Settlement Award to all PAGA Members as discussed herein. The Settlement Administrator will calculate the Settlement Award amounts due to PAGA Members in accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The

1 Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified  
2 Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. Upon receipt of funds  
3 from Defendants and as provided by the terms of the Settlement, the Settlement Administrator will  
4 issue and send out the Settlement Awards to PAGA Members. Tax treatment of the Settlement  
5 Awards will be as set forth herein, and in accordance with state and federal tax laws. All disputes  
6 relating to the Settlement Administrator's performance of duties shall be referred to the Court, if  
7 necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation  
8 of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have  
9 been fully carried out.

10 ATTORNEYS' FEES AND COSTS

11 16. In consideration for settling this matter and in exchange for the release of claims by  
12 Plaintiffs and the PAGA Members, and subject to approval or modification by the Court, PAGA  
13 Counsel's attorneys' fees and costs shall be subtracted from the Gross Settlement Amount, as  
14 approved by the Court. Subject to Court approval, PAGA Counsel's attorney's fees shall be an  
15 amount not to exceed 33.33% of the Gross Settlement Amount, that is \$16,665. In addition, and  
16 also subject to Court approval, PAGA Counsel shall be reimbursed for their actual out-of-pocket  
17 expenses and legal costs (subject to proof) in an amount not to exceed \$3,000. Subject to the  
18 maximum application amount of these above stated amounts, attorneys' fees and costs approved by  
19 the Court will cover all work performed and all fees and costs incurred to date, and all work to be  
20 performed and all fees and costs to be incurred in connection with the approval by the Court of this  
21 Stipulation of Settlement, the administration of the Settlement, and obtaining the Judgment in this  
22 case. The attorneys' fees and costs approved by the Court shall be paid out of the Settlement  
23 Administrator's QSF to PAGA Counsel within five (5) days after the Settlement is funded by  
24 Defendants.

25 17. The Released Parties shall have no liability to PAGA Counsel or any other of  
26 Plaintiffs' counsel arising from any claim to any portion of PAGA Counsel's attorneys' fees and  
27 costs. The Settlement Administrator will pay PAGA Counsel's attorneys' fees and costs using one  
28 or more IRS 1099-MISC Forms. PAGA Counsel assumes full responsibility and liability for taxes

1 owed on the attorneys' fees and costs incurred as a result of the Action and holds Defendants  
2 harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or  
3 sharing of any of these payments for attorneys' fees and costs by Defendants pursuant to this  
4 Settlement.

5 SETTLEMENT AWARD ADMINISTRATION

6 18. Thirty (30) calendar days after the Parties have executed this Stipulation of  
7 Settlement, Defendants shall provide to the Settlement Administrator a spreadsheet, which will list  
8 for each PAGA Member the PAGA Member's name, last-known address, last-known telephone  
9 number, and the number of pay periods worked through the date of the report (the "PAGA Members'  
10 Data"). This spreadsheet shall be based on Defendants' payroll and other business records. The  
11 Settlement Administrator will run a check of the PAGA Members' address against those on file with  
12 the U.S. Postal Service's National Change of Address Database. Within fifteen (15) calendar days  
13 after the Settlement is funded by Defendants, the Settlement Administrator will mail the Settlement  
14 Notice to all PAGA Members with the PAGA Members' individual Settlement Awards.

15 a. Prior to the mailing of the Settlement Notice and  
16 Settlement Awards, the Settlement Administrator will search for updated  
17 addresses through the U.S. Postal Service's National Address Database.  
18 Notices returned to the Settlement Administrator as non-delivered shall be  
19 re-mailed to the forwarding address, if any, on the returned envelope; any  
20 returned envelopes with forwarding addresses will be used by the Settlement  
21 Administrator to forward the Settlement Notice and Settlement Awards to the  
22 PAGA Members. If no forwarding address is provided, the Settlement  
23 Administrator will perform a computer search for a new address and an  
24 additional skip tracing pursuant to its usual and customary procedures.

25 b. All costs associated with the Settlement Notices are  
26 part of, and included within, the Gross Settlement Amount.

27 SETTLEMENT AWARD PROCESS

28 19. Within fifteen (15) days after the Settlement is funded, the Settlement Awards will

1 be mailed to the PAGA Members along with the Settlement Notice. The Settlement Award checks  
2 shall remain valid and negotiable for 180 calendar days from the date of issuance and will be  
3 cancelled by the Settlement Administrator if not cashed within that time. The checks provided to  
4 the PAGA Members shall prominently state the checks will expire in 180 calendar days, or  
5 alternatively, such a statement may be made in the Settlement Notice accompanying the check.  
6 PAGA Members shall be bound by the Settlement whether or not they cash their Settlement Award  
7 check.

8 20. Any unclaimed funds in the Settlement Administrator's QSF as a result of a failure  
9 to timely cash a Settlement Award check shall be distributed to the California State Controller  
10 Unclaimed Property Fund in that PAGA Member's name, subject to Court approval.

11 21. Pro Rata Increase: If the number of employees exceeds 22 and reaches 25 or more  
12 the GSA will increase pro rata per additional PAGA member. In the alternative, the number of  
13 employees shall be capped at that number on the date such numbers are reached.

14 RELEASED CLAIMS

15 22. Release by Aggrieved Employees: Upon approval by the Court of this Stipulation of  
16 Settlement, all PAGA Members, including Plaintiffs, on behalf of themselves and their former and  
17 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully  
18 release and discharge the Released Parties from any and all claims, causes of action, damages,  
19 expenses, benefits, interest, penalties, attorneys' fees and costs, and any other form of relief or  
20 remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted  
21 based on the facts alleged and with respect to the PAGA claims asserted in Plaintiffs' LWDA Notice  
22 Letter and the Lawsuit for the entire PAGA Period.

23 23. Release by PAGA Counsel: PAGA Counsel release, on behalf of their present and  
24 former attorneys, employees, agents, successors, and assigns, the Released Parties from all claims  
25 for PAGA penalties or attorneys' fees that were alleged or reasonably could have been alleged,  
26 based on the facts stated in Plaintiffs' Complaint and the LWDA Notice Letter during the PAGA  
27 Period.

28 24. Plaintiff's Release: Upon approval by the Court of this Stipulation of Settlement,

1 Plaintiffs and their former and present spouses, representatives, agents, attorneys (including PAGA  
2 Counsel), heirs, administrators, successors, and assigns generally, release and discharge the  
3 Released Parties from all claims, transactions, or occurrences that occurred during the PAGA  
4 Period, including, but not limited to: (a) all PAGA claims that were, or reasonably could have been,  
5 alleged, based on the facts contained in the Complaint and the LWDA Notice Letter ("Plaintiff's  
6 Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Stipulation of  
7 Settlement, or to any claims for vested benefits, unemployment benefits, disability benefits, social  
8 security benefits, workers' compensation benefits that arose at any time, or based on occurrences  
9 outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different  
10 from, or in addition to, the facts or law that Plaintiffs now know or believes to be true but agrees,  
11 nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding  
12 such different or additional facts or Plaintiff's discovery of them.

13 25. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: For purposes  
14 of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits,  
15 if any, of section 1542 of the California Civil Code, which reads: A general release does not extend  
16 to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at  
17 the time of executing the release, and that if known by him or her would have materially affected  
18 his or her settlement with the debtor or Released Party.

19 PARTIES' DUTIES TO OBTAIN COURT APPROVAL OF THE PAGA SETTLEMENT

20 26. Plaintiffs shall promptly submit this Stipulation of Settlement to the LWDA within  
21 one (1) week of all signatures being obtained from Plaintiffs and Defendants, and their respective  
22 counsel. This Settlement shall remain confidential until filed with the Court. Promptly upon  
23 execution of this Stipulation of Settlement, Plaintiffs shall apply to the Court for entry of an order  
24 approving the PAGA Settlement consistent with the terms provided herein.

25 PARTIES' AUTHORITY

26 27. The signatories hereto hereby represent that they are fully authorized to enter into  
27 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

28 MUTUAL FULL COOPERATION

1           28.     The Parties agree to fully cooperate with each other to accomplish the terms of this  
2 Stipulation of Settlement, including but not limited to, execution of such documents and taking such  
3 other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.  
4 Once the Settlement is final and effective, the Parties agree to seek final dismissal of the Lawsuit.  
5 The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts  
6 contemplated by this Stipulation of Settlement and any other efforts that may become necessary by  
7 order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth  
8 herein. As soon as practicable after execution of this Stipulation of Settlement, PAGA Counsel  
9 shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps  
10 to secure the Court's final approval of this Stipulation of Settlement.

11 NO PRIOR ASSIGNMENTS

12           29.     The Parties and their counsel represent, covenant and warrant that they have not  
13 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber  
14 to any person or entity any portion of any liability, claim, demand, action, cause of action or right  
15 herein released and discharged except as set forth herein.

16 NO ADMISSION

17           30.     Nothing herein shall constitute any admission by Defendants of wrongdoing or  
18 liability, or of the truth of any factual allegations in the Lawsuit. Nothing herein shall constitute an  
19 admission by Defendants that the Lawsuit was properly brought as a representative action other than  
20 for settlement purposes. To the contrary, Defendants have denied and continue to deny each and  
21 every material factual allegation and alleged claim asserted in the Lawsuit. To this end, the  
22 settlement of the Lawsuit, the negotiation and execution of this Stipulation of Settlement, and all  
23 acts performed or documents executed pursuant to or in furtherance of this Stipulation of Settlement  
24 or the settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence  
25 of any wrongdoing or liability on the part of Defendants or of the truth of any of the factual  
26 allegations in the Lawsuit; and are not, shall not be deemed to be, and may not be used as, an  
27 admission or evidence of any fault or omission on the part of Defendants in any civil, criminal or  
28 administrative proceeding any court, administrative agency or other tribunal.

1 CONSTRUCTION

2 31. The Parties hereto agree that the terms and conditions of this Stipulation of  
3 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and  
4 through a third-party mediator, and this Stipulation of Settlement shall not be construed in favor of  
5 or against any party by reason of the extent to which any party or his, her or its counsel participated  
6 in the drafting of this Stipulation of Settlement. All Parties have contributed to the preparation and  
7 drafting of this Stipulation of Settlement.

8 CAPTIONS AND INTERPRETATIONS

9 32. Paragraph titles or captions contained herein are inserted as a matter of convenience  
10 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of  
11 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not  
12 merely a recital.

13 MODIFICATION

14 33. This Stipulation of Settlement may not be changed, altered or modified, except in  
15 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement  
16 may not be discharged except by performance in accordance with its terms or by a writing signed  
17 by the Parties hereto.

18 INTEGRATION CLAUSE

19 34. This Stipulation of Settlement contains the entire agreement between the Parties  
20 relating to the settlement transaction contemplated hereby, and all prior or contemporaneous  
21 agreements, understandings, representations and statements, whether oral or written and whether by  
22 a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except  
23 in writing.

24 BINDING ON ASSIGNS

25 35. This Stipulation of Settlement shall be binding upon and inure to the benefit of the  
26 Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

27 PAGA MEMBER SIGNATORIES

28 36. It is agreed that because the PAGA Members are so numerous, it is impossible or

1 impractical to have each PAGA Member execute this Stipulation of Settlement. Further, it is not  
2 legally required for each PAGA Member to sign in order for the Settlement to be binding upon the  
3 State of California and PAGA Members.

4 COUNTERPARTS

5 37. This Stipulation of Settlement may be executed in counterparts and by facsimile  
6 signatures, and when each party has signed and delivered at least one such counterpart, each  
7 counterpart, including email and PDF versions, shall be deemed an original and, when taken together  
8 with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and  
9 effective as to all Parties.

10 NO PUBLICITY MEDIA AND PRESS COMMUNICATIONS

11 38. Plaintiffs agree that they will not publicize this litigation or this Settlement in any  
12 manner. Plaintiffs and PAGA Counsel agree that they will not issue any press releases, initiate any  
13 contact with the press, respond to any press inquiry, or have any communication with the press about  
14 this case. If contacted by the press or media, Plaintiffs may only state that the case has been resolved.  
15 Plaintiffs will refrain from discussing the terms or the fact of this Settlement with third parties other  
16 than: (1) their immediate family members; and (2) their accountants or lawyers as necessary for tax  
17 purposes. If they are asked by any person or entity about the matter, they may only state that the  
18 case has been resolved.

19 NO TAX ADVICE

20 39. Neither Plaintiffs, PAGA Counsel, nor Defendants' counsel are providing any advice  
21 regarding taxes or taxability, nor shall anything in this Stipulation of Settlement be relied upon as  
22 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as  
23 amended) or otherwise.

24 CONTINUING JURISDICTION OF THE COURT

25 40. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over  
26 the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Stipulation of  
27 Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing  
28 such post-Judgment matters as are permitted by law.

1           41.    Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
2 conditions of this Agreement, the Parties, their respective counsel waive all rights to appeal from  
3 the Judgment, including all rights to post-judgment and appellate proceedings, the right to file  
4 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of  
5 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another  
6 party appeals the Judgment, the Parties' obligations to perform under this Agreement will be  
7 suspended until such time as the appeal is finally resolved and the Judgment becomes final, except  
8 as to matters that do not affect the amount of the Net Settlement Amount.

9           IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint  
10 Stipulation of Settlement and Release between Plaintiffs and Defendants as of the date(s) set forth  
11 below:  
12

13 **PLAINTIFFS AND PAGA REPRESENTATIVES**

14   Dated: 08/01/24

PLAINTIFF SEAN DOYLE

15

16

17

By   
Sean Doyle

18

19

20

Dated: 08/01/24

PLAINTIFF JORDAN CAMIN

21

22

23

By   
Jordan Camin

24

25

26

**DEFENDANTS**

27

28

Dated: 08 / 02 / 2024

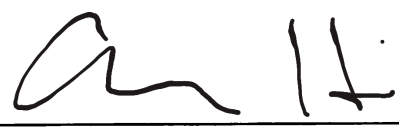
  
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UAUTO ROSEVILLE, LLC

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Dated: 08 / 02 / 2024

  
CRAIG HEISER

Dated: 08 / 03 / 2024

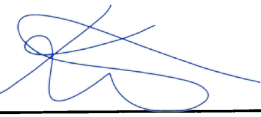
  
AMY HEISER

**APPROVED AS TO FORM**

Dated: August 1, 2024

CASTLE LAW: CALIFORNIA  
EMPLOYMENT COUNSEL, PC  
By   
Timothy B. Del Castillo  
Kent L. Bradbury  
Attorneys for Plaintiffs

Dated: 8/2/2024

DUGGAN MCHUGH LAW CORPORATION  
  
By  
Katie Collins  
Jennifer Duggan  
Attorneys for Defendants

# (Doyle Camin) Joint Stip re PAGA Settlement Final

Final Audit Report

2024-08-01

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2024-08-01                                   |
| By:             | Kathleen Rodda (kr@castleemploymentlaw.com)  |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAfF1ZltpPJaj4qbnnFT1cJ4moJQvpZzsS |

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-  Document created by Kathleen Rodda (kr@castleemploymentlaw.com)  
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-  Document emailed to Sean Doyle (sntmsdl@gmail.com) for signature  
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-  Document emailed to Jordan Camin (jordan.camin@yahoo.com) for signature  
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-  Email viewed by Jordan Camin (jordan.camin@yahoo.com)  
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-  Document e-signed by Jordan Camin (jordan.camin@yahoo.com)  
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|                         |                                                     |
|-------------------------|-----------------------------------------------------|
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| File name               | %28Doyle_Camin%29...ment%20Signed.pdf               |
| Document ID             | 43f94120df537712f0c84d8dad4869856368290             |
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**08 / 03 / 2024**

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