PAGA SETTLEMENT AGREEMENT

Subject to the approval of the Court, pursuant to the Private Attorneys General Act, California Labor Code section 2698, et seq. ("PAGA") and, in particular section 2699(l)(2), this PAGA Settlement Agreement ("Agreement") is made by and between plaintiff DINH C. TRUONG ("Plaintiff") for himself, on behalf of other Aggrieved Employees (defined below), the State of California, the Labor and Workforce Development Agency and Defendant RRL CORPORATION, dba LEXUS OF WESTMINSTER ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties."

The Parties agree that the Action (as defined below) shall be ended, settled, resolved, and concluded by agreement of Defendant to pay the "Gross Settlement Sum" as defined below of One Hundred Ninety-Nine Thousand Dollars and No Cents ($199,000.00) on an "all-in" non-reversionary basis, subject to the escalator provision agreed to by the Parties. The Gross Settlement Sum covers the payments to Aggrieved Employees, the payment to Plaintiff for release of any individual claims (excluding his current wrongful termination claim), the Enhancement Payment to Plaintiff, the LWDA Payment, the Attorneys' Fees and Costs Payment, and the Settlement Administration Costs (all defined below). Defendant's monetary obligations under this Agreement are limited to the Gross Settlement Sum, and Defendant may not be required to contribute additional monies above the Gross Settlement Sum under any circumstances unless it so chooses under the escalator provisions described below. Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Agreement.

1. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

1.1. **"Action"** means the civil action entitled *DINH C TRUONG, as an individual and on behalf of all others similarly situated, v. RRL CORPORATION, dba LEXUS OF WESTMINSTER, and DOES 1 through 50, inclusive*, Case No. 30-2024-01434110-CU-OE-CXC, filed in the Superior Court of the State of California for the County of Orange.

1.2. **"Administration Costs"** means the amount up to Five Thousand Three Hundred Fifty Dollars and Zero Cents ($5,350.00) to be paid from the Gross Settlement Sum to the Administrator for its reasonable fees and expenses incurred in administering the Settlement.

1.3. **"Administrator"** means ILYM Settlement Group, the neutral third-party settlement administrator mutually selected by the Parties to administer this Settlement in accordance with this Agreement.

1.4. **"Aggrieved Employees"** means all individuals who are or were employed by Defendant in California as non-exempt, hourly employees at any time during the PAGA Period.

1.5. **"Aggrieved Employee Data"** means the following information for each Aggrieved

Employee in Defendant's possession: full name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked during the PAGA Period.

1.6. **"Agreement"** means this PAGA Settlement Agreement.

1.7. **"Approval Order"** means the Court's order approving this PAGA Settlement.

1.8. **"Attorneys' Fees and Costs"** means the amount of up to Sixty-Six Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($66,333.33) in attorneys' fees and up to Twelve Thousand Six Hundred Ninety-Nine Dollars and Forty Cents ($12,699.40) in litigation costs, which will be paid from the Gross Settlement Sum to Plaintiff's Counsel, subject to Court approval.

1.9. **"Court"** means the Superior Court of the State of California for the County of Orange, Civil Complex Center, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701.

1.10. **"Defendant"** means RRL CORPORATION, dba LEXUS OF WESTMINSTER, and its past and present parent companies, subsidiaries, divisions, affiliates, predecessors, successors, and assigns.

1.11. **"Defense Counsel"** means John Mavros and Rassa Ahmadi of Fisher & Phillips LLP.

1.12. **"Effective Date"** means the date by which the Court has entered a final Approval Order and Judgment, and the time for any appeal, review, or writ has expired without any appeal, review, or writ having been filed or, if filed, has been fully and finally resolved in a manner that affirms the Approval Order and Judgment without material modification.

1.13. **"Enhancement Payment"** means the amount of up to Five Thousand Dollars ($5,000.00) to be paid from the Gross Settlement Sum to Plaintiff DINH C. TRUONG for his service in representing the interests of the Aggrieved Employees in the Action, subject to Court approval.

1.14. **"Gross Settlement Sum"** means the total, non-reversionary settlement amount of One Hundred Ninety-Nine Thousand Dollars and No Cents ($199,000.00) to be paid by Defendant in full and final settlement of the Action. The Gross Settlement Sum will be used to pay PAGA Civil Penalty Amount, Attorneys' Fees and Costs, the Enhancement Payment, and the Administration Costs.

1.15. **"LWDA"** means the California Labor and Workforce Development Agency.

1.16. **"LWDA Payment"** means seventy-five percent (75%) of the PAGA Civil Penalty Amount, which will be paid to the LWDA as required by California Labor Code section 2699(i).

1.17. **"PAGA"** means the California Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

1.18. **"PAGA Civil Penalty Amount"** means the portion of the Gross Settlement Sum remaining after the Court-approved deductions for the Attorneys' Fees and Costs, the Administration Costs, and the Enhancement Payment. The PAGA Civil Penalty Amount is estimated to be One Hundred Nine Thousand Six Hundred Seventeen Dollars and Twenty-Seven Cents ($109,617.27). This amount represents the total civil penalties paid in settlement of the Released PAGA Claims. Twenty-five percent (25%) of this amount shall be distributed to Aggrieved Employees, and seventy-five percent (75%) shall be the LWDA Payment.

1.19. **"PAGA Pay Periods"** means the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. The Parties stipulate that for purposes of this Settlement, the total number of PAGA Pay Periods is 6,010.

1.20. **"PAGA Period"** means the period from August 18, 2023, through December 1, 2025.

1.21. **"Parties"** means Plaintiff DINH C. TRUONG and Defendant RRL CORPORATION, dba LEXUS OF WESTMINSTER, collectively.

1.22. **"Plaintiff"** means DINH C. TRUONG.

1.23. **"Plaintiff's Counsel"** means Farrah Mirabel of the Law Offices of Farrah Mirabel and Amir Seyedfarshi of Employment Rights Lawyers, APC.

1.24. **"Released PAGA Claims"** means any and all claims for civil penalties under PAGA that were asserted or could have been asserted based on the facts and legal theories alleged in the PAGA notice letter dated January 10, 2024, and the Complaint filed in the Action, on behalf of Plaintiff and all other Aggrieved Employees during the PAGA Period.

1.25. **"Complaint"** means the Class Action Complaint filed in the Action on October 22, 2024.

1.26. **"Final Approval Hearing"** means the hearing at which the Court will be asked to grant final approval of this Agreement.

1.27. **"Judgment"** means the final judgment to be entered by the Court in the Action consistent with the terms of this Agreement and the Approval Order.

1.28. **"Aggrieved Employee Payment"** means the individual portion of the PAGA Civil Penalty Amount paid to each Aggrieved Employee.

1.29. **"Aggrieved Employees' Address Search"** means the Administrator's investigation and search for current mailing addresses for Aggrieved Employees using reasonably available methods, including but not limited to, the National Change of Address database and skip tracing.

1.30. **"Released Parties"** means Defendant RRL CORPORATION, dba LEXUS OF WESTMINSTER, and its past, present, and future parent companies, subsidiaries, affiliates, predecessors, successors, assigns, and any and all of their respective officers, directors, shareholders, employees, agents, insurers, and attorneys.

1.31. **"Settlement Fund"** means the segregated, interest-bearing escrow account established by the Administrator into which Defendant shall deposit the Gross Settlement Sum.

1.32. **"Wrongful Termination Action"** means the civil action entitled *DINH C TRUONG v. RRL CORPORATION, dba LEXUS OF WESTMINSTER, and DOES 1 through 50, inclusive*, Case No. 30-2025-0159303-CU-WT-NJC, filed in the Superior Court of the State of California for the County of Orange, which alleges causes of action for (1) unlawful discrimination, (2) unlawful retaliation, (3) wrongful termination in violation of public policy, (4) failure to accommodate, (5) failure to engage in the interactive process, and (6) failure to allow medical leave.

2. RECITALS.

2.1. On or about January 10, 2024, pursuant to California Labor Code section 2699.3, subdivision (a), Plaintiff DINH C. TRUONG gave written notice to the Labor and Workforce Development Agency ("LWDA") and to Defendant RRL CORPORATION, dba LEXUS OF WESTMINSTER, of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations (the "PAGA Notice").

2.2. On October 22, 2024, Plaintiff commenced the Action by filing a Class Action and PAGA Complaint in the Superior Court of the State of California for the County of Orange, Case No. 30-2024-01434110-CU-OE-CXC. The Complaint is the operative complaint in the Action. The Complaint alleges causes of action against Defendant for, among other things: (1) Unpaid Missed Rest Breaks; (2) Unpaid Missed Meal Breaks; (3) Failure to Pay for all Overtime Wages Earned; (4) Failure to pay minimum wage and pay for all wages earned; (5) Failure to Reimburse Required Business Expenses; (6) Failure to Maintain Accurate Payroll Records; (7) Failure to Pay Wages Upon Separation; (8) Failure to Pay for Sick Days and Supplemental COVID Payment; (9) Retaliation; (10) Unsafe Temperatures; (11) Failure to pay vacation time; (12) Violation of Business and Professions Code §17200, et seq.; and (13) Civil Penalties Pursuant to Labor Code § 2699 (PAGA).

2.3. On September 10, 2025, the Parties participated in an all-day mediation presided over by Kevin Barnes, which led to this Agreement to settle the Action.

2.4. Defendant denies the allegations in the PAGA Notice and the Complaint, denies any failure to comply with the laws identified therein, and denies any and all liability for the claims alleged. Defendant maintains that it has complied with all applicable laws and that its wage and hour policies and practices are and have been lawful. This Agreement is not, and shall not be construed as, an admission of liability or wrongdoing of any kind by Defendant or any of the Released Parties.

2.5. Before reaching this Settlement, the Parties engaged in their own investigations and exchanged information and data, which enabled them to realistically and thoroughly assess the Action's strengths and weaknesses. Plaintiff's Counsel represents that they have conducted a sufficient investigation into the facts and law and have obtained adequate information to make an informed decision to enter into this Agreement.

2.6. This Agreement is the result of extensive and arm's-length negotiations between the Parties, who were at all times represented by counsel experienced in this area of law. The Parties have reached this settlement to avoid the risk, uncertainty, and expense of continued litigation.

2.7. Plaintiff's Counsel has concluded that this Agreement is fair, reasonable, adequate, and in the best interests of Plaintiff and the Aggrieved Employees. Likewise, Defense Counsel, having considered the relevant facts and law, has concluded that this Agreement is a fair and reasonable resolution of disputed claims.

2.8. The Parties, Plaintiff's Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims on behalf of the State of California against Defendant for the same alleged Labor Code violations that will be extinguished or affected by the Settlement.

2.9. This Settlement contemplates that Plaintiff will submit this Agreement to the Court for its approval, and that the Court will enter an order approving the settlement of the PAGA claims as fair, reasonable, and adequate, pursuant to California Labor Code section 2699(l)(2).

3. MONETARY TERMS

3.1. **Gross Settlement Sum.** In full and final settlement of the Action, including the Released PAGA Claims and Plaintiff's Released Individual Claims, Defendant shall pay a non-reversionary Gross Settlement Sum of One Hundred Ninety-Nine Thousand Dollars and No Cents ($199,000.00), plus any additional amounts required under the Escalator Provision in Section 3.2 below. The Gross Settlement Sum is an "all-in" amount, meaning it is the maximum total amount Defendant will be required to pay for any and all purposes under this Agreement. The Administrator will disburse the entire Gross Settlement Sum in accordance with the terms of this Agreement and the Court's Approval Order. No portion of the Gross Settlement Sum shall revert to Defendant under any circumstances.

3.2. **Escalator Provision.** The Parties agree that the Gross Settlement Sum is based on an estimated 6,010 PAGA Pay Periods worked by Aggrieved Employees between August 18, 2023, and September 10, 2025. The Parties agree to a per-pay-period value of $33.11 ($199,000.00 / 6,010 pay periods). In the event the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period (August 18, 2023, through December 1, 2025) exceeds 6,010 by 10% or more (*i.e.*, 6,611 PAGA Pay Periods), then Defendant shall permit the Gross Settlement Sum to be increased proportionally by the PAGA Pay Periods in excess of 10% (6,611) (*e.g.*, if the number of PAGA Pay Periods increases by 11% to 6,671, the Gross Settlement Sum shall increase by 1%). This pro-rata increase shall be added to the Gross Settlement Sum and distributed in accordance with the allocations set forth in this Agreement.

3.3. **Payments from the Gross Settlement Sum.** From the Gross Settlement Sum, the following payments shall be made, subject to Court approval. Any portion of a requested payment not approved by the Court shall be reallocated to the PAGA Civil Penalty Amount for distribution to the LWDA and the Aggrieved Employees as described in Section 3.3.4.

3.3.1. **Attorneys' Fees and Costs.** Defendant agrees not to oppose an application by Plaintiff's Counsel for an award from the Gross Settlement Sum of up to Sixty-Six Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($66,333.33) in attorneys' fees and up to Twelve Thousand Six Hundred Ninety-Nine Dollars and Forty Cents ($12,699.40) for litigation costs. The payment of Court-approved attorneys' fees and costs shall be made by the Administrator to Plaintiff's Counsel via check and will be reported on an IRS Form 1099. Plaintiff's Counsel shall be solely responsible for allocating and distributing these funds among themselves and for the payment of any and all applicable taxes owed on such amounts. Plaintiff's Counsel shall indemnify and hold harmless the Released Parties from any claims or liability related to such allocation or taxes.

3.3.2. **Enhancement Payment to Plaintiff.** In recognition of his service on behalf of the Aggrieved Employees, Defendant agrees not to oppose an application for an Enhancement Payment of up to Five Thousand Dollars and No Cents ($5,000.00) to be paid to Plaintiff DINH C. TRUONG from the Gross Settlement Sum. This payment is for Plaintiff's services in initiating and prosecuting the Action and for his general release of his individual wage and hour claims (excluding his wrongful termination claim). This payment is in addition to any Aggrieved Employee Payment he may receive as an Aggrieved Employee. The Administrator shall pay the Court-approved Enhancement Payment to Plaintiff, and it will be reported on an IRS Form 1099. Plaintiff shall be solely responsible for any and all taxes due on this payment.

3.3.3. **Administration Costs.** From the Gross Settlement Sum, the Administrator shall be paid its reasonable fees and expenses for administering the Settlement, which are not to exceed Five Thousand Three Hundred Fifty Dollars and No Cents ($5,350.00), subject to Court approval.

3.3.4. **PAGA Civil Penalty Payment.** After the deductions for Court-approved Attorneys' Fees and Costs, the Enhancement Payment, and Administration Costs, the remaining balance of the Gross Settlement Sum shall constitute the PAGA Civil Penalty Amount. Based on the maximum amounts requested, the PAGA Civil Penalty Amount is estimated to be One Hundred Nine Thousand Six Hundred Seventeen Dollars and Twenty-Seven Cents ($109,617.27). This amount will be allocated and paid as follows:

(a) **LWDA Payment (75%).** Seventy-five percent (75%) of the PAGA Civil

Penalty Amount (estimated to be $82,212.95) shall be paid to the LWDA, pursuant to California Labor Code section 2699(i).

(b) **Aggrieved Employee Payments (25%).** Twenty-five percent (25%) of the PAGA Civil Penalty Amount (estimated to be $27,404.32) shall be distributed to the Aggrieved Employees. Each Aggrieved Employee's Payment shall be calculated by the Administrator on a pro-rata basis, determined by the number of PAGA Pay Periods worked by that Aggrieved Employee during the PAGA Period as a fraction of the total PAGA Pay Periods worked by all Aggrieved Employees. All payments to Aggrieved Employees will be reported on an IRS Form 1099, and the Aggrieved Employees are solely responsible for paying any taxes owed on their Aggrieved Employee Payment.

4. SETTLEMENT FUNDING AND PAYMENT ADMINISTRATION

4.1. **Aggrieved Employee Data.** Within fifteen (15) business days after the Court enters the Approval Order, Defendant shall provide the Aggrieved Employee Data to the Administrator in a Microsoft Excel spreadsheet or other mutually agreeable electronic format. To protect the privacy rights of Aggrieved Employees, the Administrator shall maintain the Aggrieved Employee Data in confidence, use it solely for the purpose of administering this Settlement, and restrict access to employees who require it to perform their duties under this Agreement. Defendant has a continuing duty to promptly notify Plaintiff's Counsel and the Administrator if it discovers any omissions or inaccuracies in the Aggrieved Employee Data and to provide corrected data as soon as reasonably feasible.

4.2. **Funding of the Settlement Fund.** The Administrator shall establish the Gross Settlement Sum in a segregated, interest-bearing escrow account, which shall be treated as a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation section 1.468B-1. Defendant shall fund the Settlement Fund by transmitting the Gross Settlement Sum to the Administrator via wire transfer or other mutually agreed-upon method no later than twenty-one (21) calendar days after the Effective Date.

4.3. **Disbursement of Settlement Payments.** Within fourteen (14) calendar days of the funding of the Settlement Fund, the Administrator shall disburse the following Court-approved payments: (a) the Attorneys' Fees and Costs to Plaintiff's Counsel; (b) the Enhancement Payment to Plaintiff; (c) the LWDA Payment to the LWDA; (d) the Administrator's own fees and costs; and (e) the Aggrieved Employee Payment to all Aggrieved Employees. The disbursement of the Attorneys' Fees and Costs shall not precede the mailing of Aggrieved Employee Payment.

4.4. **Distribution to Aggrieved Employees.** Prior to mailing any checks, the Administrator shall update the mailing addresses of Aggrieved Employees using the National Change of Address (NCOA) database. The Administrator will then issue checks for the Aggrieved Employee Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state that it will be void if not cashed within 180 days of the date of issuance.

4.5. **Undeliverable and Uncashed Checks.**

4.5.1. For any check returned to the Administrator as undeliverable, the Administrator shall conduct an Aggrieved Employee Address Search (skip trace). If a new address is found, the Administrator shall re-mail the check one time. The Administrator shall have no further obligation to find an Aggrieved Employee if the re-mailed check is also returned as undeliverable.

4.5.2. Upon the request of any Aggrieved Employee whose original check was lost, stolen, or destroyed, the Administrator shall promptly issue a replacement check, provided the request is made before the 180-day void date.

4.5.3. All funds from checks that are not cashed by the 180-day void date shall be transmitted by the Administrator to the California State Controller's Office, Unclaimed Property Division, in the name and for the benefit of the respective Aggrieved Employee. Under no circumstances shall any portion of the Gross Settlement Sum revert to Defendant.

4.6. **No Other Benefits.** The payment of an Aggrieved Employee Payment shall not obligate Defendant or the Released Parties to confer any additional benefits (such as 401(k) contributions, bonuses, or any other benefits) upon any Aggrieved Employee beyond those expressly specified in this Agreement.

4.7. **Tax Reporting.** The Administrator shall be responsible for all tax reporting required by law. The Enhancement Payment and all Aggrieved Employee Payments represent payments for alleged civil penalties and are non-wage payments that will be reported on an IRS Form 1099-MISC or 1099-NEC, as appropriate. The payment for Attorneys' Fees and Costs to Plaintiff's Counsel will also be reported on an IRS Form 1099. Plaintiff, Plaintiff's Counsel, and Aggrieved Employees shall be solely and individually responsible for paying any and all applicable taxes on amounts they receive under this Settlement.

5. RELEASES OF CLAIMS

Upon the Effective Date, and in consideration of the payments specified herein, Plaintiff, the Aggrieved Employees, and Plaintiff's Counsel shall release their claims as follows. The releases in this Section shall become effective without any further action by any Party.

5.1. **Release of Claims.**

Release of Released PAGA Claims by Aggrieved Employees. In exchange for the monetary consideration provided under this Agreement, and upon cashing their Aggrieved Employee Payment checks, each Aggrieved Employee shall be deemed to have fully and finally released Defendant and all other Released Parties from the Released PAGA Claims. The "Released PAGA Claims," as defined in Section 1.25, are any and all claims for civil penalties under PAGA that were asserted or could have been asserted based on the facts and legal theories alleged in the PAGA notice dated January 10, 2024, and the Complaint filed in the Action, on behalf of Plaintiff and all other Aggrieved Employees for alleged violations of the California Labor Code that occurred during the PAGA Period. This release of PAGA claims is binding on the State of California and the LWDA.

Plaintiff's General Release of Individual Claims. In exchange for the consideration set forth in this Agreement, including the Enhancement Payment, Plaintiff DINH C. TRUONG, on behalf of himself and his respective past, present, and future heirs, spouses, executors, administrators, assigns, and representatives, hereby fully, finally, and forever releases and discharges Defendant and all other Released Parties from any and all claims, demands, causes of action, obligations, charges, damages, liabilities, penalties, attorneys' fees, and costs of any nature whatsoever, contingent, or non-contingent, matured or unmatured, liquidated or unliquidated, whether or not known, suspected or claimed, which Plaintiff had, now has or may claim to have had as of the Effective Date against the Released Parties (whether directly or indirectly) or any of them, by reason of any act or omission whatsoever, concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims, demands, causes of action, obligations, charges, damages, penalties, liabilities, attorneys' fees and costs relating to or arising out of Plaintiff's employment and/or separation of employment, or any alleged violation of any contract, express or implied, any covenant of good faith and fair dealing, express or implied, any tort, or any federal, state, municipal or other governmental statute, public policy, regulation or ordinance.

However, the general release in this Agreement expressly excludes the claims and causes of action of Dinh Truong asserted in the Wrongful Termination Action as defined above in Section 1.32. This release also does not extend to any claims to enforce this Agreement or any claims that cannot be released as a matter of law, including claims for workers' compensation benefits or vested benefits.

Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's General Release of Individual Claims, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code which reads:

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

5.2. **Release by Plaintiff's Counsel.** Plaintiff's Counsel, on behalf of themselves and their respective firms, partners, associates, agents, and employees, hereby fully, finally, and forever release and discharge Defendant and all other Released Parties from any and all claims for attorneys' fees, costs, or expenses arising from or in connection with the investigation and prosecution of the Action, beyond the Attorneys' Fees and Costs awarded by the Court and paid from the Gross Settlement Sum pursuant to this Agreement.

6. MOTION FOR APPROVAL OF SETTLEMENT AND COOPERATION

6.1. **Joint Effort to Obtain Approval.** The Parties agree to cooperate fully and to take all reasonable steps necessary to obtain a final order and judgment from the Court approving this Agreement and the settlement of the Released PAGA Claims as fair, reasonable, and adequate, pursuant to California Labor Code section 2699(l)(2). Plaintiff's Counsel shall prepare and file a motion for approval of this PAGA Settlement ("Motion for Approval") with all necessary supporting documents. Defense Counsel will have a reasonable opportunity to review and comment on the Motion for Approval before it is filed.

6.2. **Filing of Motion and Submission to LWDA.** No later than thirty (30) calendar days after the full execution of this Agreement, Plaintiff's Counsel shall file the Motion for Approval with the Court. Concurrently with filing the Motion with the Court, Plaintiff's Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code section 2699(l)(2). The Motion for Approval shall include, at a minimum, the following supporting documents:

6.2.1. A memorandum of points and authorities explaining the factual and legal basis for the Settlement and why it is fair, reasonable, adequate, and in the public interest.

6.2.2. A declaration from Plaintiff's Counsel attesting to: (a) the work performed on behalf of Plaintiff and the Aggrieved Employees; (b) the legal and factual investigation supporting the Settlement; (c) the basis for the requested Attorneys' Fees and Costs; (d) the timely submission to the LWDA of all necessary PAGA documents, including the PAGA Notice served on or about January 10, 2024, the Complaint filed on October 22, 2024, and this Agreement; and (e) that Plaintiff and Plaintiff's Counsel are not aware of any other pending action asserting claims that will be extinguished or adversely affected by this Settlement.

6.2.3. A declaration from the Administrator, which shall attach its bid for administering the Settlement (not to exceed $5,350.00) and attest to: (a) its willingness and competency to serve as the Administrator; (b) its operative procedures for protecting the security of the Aggrieved Employee Data; (c) the amounts of insurance coverage it maintains for any data breach, defalcation of funds, or other misfeasance; and (d) all facts relevant to any actual or potential conflicts of interest with the Parties and/or counsel.

6.2.4. A declaration from Plaintiff DINH C. TRUONG in support of the Settlement and the requested Enhancement Payment.

6.2.5. A proposed Approval Order granting the Motion for Approval, approving this Agreement in its entirety, and retaining jurisdiction to enforce its terms pursuant to California Code of Civil Procedure section 664.6.

6.3. **Duty to Cooperate.** Plaintiff's Counsel and Defense Counsel will work together expeditiously and in good faith to secure a hearing date for the Motion for Approval and to advocate for its approval. If the Parties disagree on any aspect of the Motion for Approval or its supporting documents, counsel shall promptly meet and confer in good faith to resolve the disagreement.

6.4. **Effect of Court's Denial or Modification.** Should the Court deny approval of this Agreement or condition its approval on a material change to its terms, this Agreement shall be null and void, and the Parties shall be returned to their respective litigation positions as they existed immediately prior to the execution of this Agreement. However, the Parties agree to use their best efforts to satisfy any concerns expressed by the Court, including by negotiating in good faith to modify the Agreement to obtain approval. A modification by the Court to the amounts payable for Attorneys' Fees and Costs, the Enhancement Payment, or the Administration Costs shall not be deemed a material change, and any unapproved amounts shall be reallocated to the PAGA Civil Penalty Amount.

6.5. **Submission of Order to LWDA.** Pursuant to California Labor Code section 2699(l)(3), within ten (10) calendar days after the Court enters the Approval Order, Plaintiff's Counsel shall submit a copy of the Approval Order to the LWDA. The Parties agree that compliance with this provision is a material term of the Agreement, and if Plaintiff's Counsel fails to strictly comply with this requirement, the Agreement shall be voidable at Defendant's sole option.

7. ADDITIONAL PROVISIONS

7.1. **No Admission of Liability.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant or any of the Released Parties that any of the allegations in the Action have merit or that Defendant or any of the Released Parties have any liability for the claims asserted. Defendant specifically denies any wrongdoing or liability. This Agreement and compliance with it shall not be construed as an admission by Defendant of any violation of Plaintiff's or any Aggrieved Employee's rights, or any violation of any law, statute, regulation, or contract. The Parties agree that the representative treatment of the PAGA claims is for settlement purposes only. If, for any reason, the Court does not approve this Settlement, this Agreement shall be null and void, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses.

7.2. **Integrated Agreement.** This Agreement, including its definitions and recitals, constitutes the entire agreement between the Parties relating to the Settlement and supersedes any and all prior or contemporaneous oral or written representations, negotiations, warranties, covenants, or inducements made to or by any Party.

7.3. **Modification of Agreement.** This Agreement may be amended, modified, or changed only by an express written instrument signed by all Parties or their counsel and approved by the Court. Any waiver of a provision in this Agreement shall not constitute a waiver of any other provision unless expressly so indicated.

7.4. **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the terms of the Agreement and secure the Court's final approval. This includes, but is not limited to, modifying the Agreement if necessary, submitting supplemental evidence, and supplementing points and authorities as may be requested by the Court.

7.5. **Governing Law and Jurisdiction.** All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of California. The Parties agree that the Court shall retain exclusive jurisdiction over the Parties to enforce the terms of this Agreement pursuant to California Code of Civil Procedure section 664.6.

7.6. **Dispute Resolution.** Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute to the Court for resolution. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

7.7. **Attorney Authorization.** Plaintiff's Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement, to effectuate its terms, and to execute any other documents reasonably required to implement the Agreement.

7.8. **No Prior Assignment of Claims.** Plaintiff represents and warrants that he has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Agreement.

7.9. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, spouses, administrators, representatives, executors, successors, and assigns.

7.10. **No Tax Advice.** No Party, nor their counsel, has made any representations concerning the tax consequences of this Agreement or the payments to be made hereunder. Plaintiff, Plaintiff's Counsel, and each Aggrieved Employee are solely responsible for payment of any taxes, interest, or penalties owed on any payments received under this Agreement. Nothing in this Agreement shall be relied upon as tax advice within the meaning of United States Treasury Department Circular 230 or otherwise.

7.11. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any ambiguity shall be resolved as if the Agreement were a joint effort.

7.12. **Confidentiality.** Prior to the filing of the Motion for Approval, the Parties and their counsel agree to keep the terms of this Agreement confidential, except as necessary to effectuate the Agreement or as required by law. All agreements made and orders entered during the Action relating to the confidentiality of information shall survive the execution of this Agreement to the extent permitted by law.

7.13. **Headings.** The descriptive headings of any section or paragraph of this Agreement are inserted for convenience of reference only and do not constitute a part of this

Agreement or affect its interpretation.

7.14. **Calendar Days.** Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or a state or federal legal holiday, such date or deadline shall be extended to the next business day.

7.15. **Voluntary Execution.** The Parties represent that they have thoroughly reviewed this Agreement, have had the opportunity to consult with legal counsel of their own choosing, and are executing this Agreement voluntarily and without duress or undue influence on the part of or on behalf of any person or entity.

7.16. **Use and Destruction of Aggrieved Employee Data.** All Aggrieved Employee Data provided by Defendant to Plaintiff's Counsel in connection with this litigation and settlement may be used only for purposes of effectuating and administering this Agreement and for no other purpose. Plaintiff's Counsel shall maintain the confidentiality of such data. Not later than ninety (90) days after the Administrator has completed all distributions and obligations under this Agreement, Plaintiff's Counsel shall destroy all paper and electronic versions of the Aggrieved Employee Data received from Defendant. Upon request by Defense Counsel, Plaintiff's Counsel shall provide written certification that such data has been destroyed.

7.17. **Waiver of Appeal.** The Parties and their counsel waive any and all rights to appeal from the Approval Order and Judgment, and agree not to challenge the Approval Order and Judgment by any proceeding, provided that the Approval Order and Judgment are consistent with the terms of this Agreement. This waiver does not include any waiver of a Party's right to enforce the terms of this Agreement.

7.18. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile, email, or other electronic signature (such as DocuSign). All executed counterparts and each of them shall be deemed to be one and the same instrument.

7.19. **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the date of transmission if sent by email, addressed as follows:

If to Plaintiff or Plaintiff's Counsel:
Farrah Mirabel
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, CA 90077
Email: fmesq@fmirabel.com

Amir Seyedfarshi

EMPLOYMENT RIGHTS LAWYERS, APC
6380 Wilshire Blvd., Suite 1602
Los Angeles, CA 90048
Email: Amir@employmentrightslawyers.com

If to Defendant or Defense Counsel:
John Mavros
Rassa Ahmadi
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
Email: jmavros@fisherphillips.com
rahmadi@fisherphillips.com

IN WITNESS WHEREOF, the Parties, Plaintiff's Counsel, and Defense Counsel have executed this Agreement on the last date set forth below:

LAW OFFICES OF FARRAH MIRABEL
Counsel for Plaintiff Dinh C. Truong and the Aggrieved Employees

Date: 1/21/26

By: ______________
Farrah Mirabel

EMPLOYMENT RIGHTS LAWYERS, APC
Counsel for Plaintiff Dinh C. Truong and the Aggrieved Employees

Date: 01-21-2026

By: Amir Seyedfarshi
Amir Seyedfarshi

PLAINTIFF DINH C. TRUONG

Date: 01-21-26

By: ______________
DINH C. TRUONG

FISHER & PHILLIPS LLP
Counsel for Defendant RRL Corporation, dba Lexus of Westminster

Date: January 13, 2026

By: John A Mavros
John Mavros

DEFENDANT RRL CORPORATION, dba LEXUS OF WESTMINSTER

Date: 01/13/2026

By: john oh
john oh (Jan 13, 2026 14:59:01 PST)
John Oh
General Manager