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Attorneys for Plaintiff Mohammad Gharremain

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

MOHAMMAD GHARREMAIN, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq*., Plaintiff, v. GRIECO MOTORS WEST LLC, a California limited liability company, and DOES 1 through 10 inclusive, Defendants.	Case No. 2024CUOE023304 Assigned to Hon. Mark S. Borrell, Dept. 40 **DECLARATION OF EVAN S GAINES IN SUPPORT OF UNOPPOSED MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, AWARDING ATTORNEYS' FEES, COSTS, AND REIMBURSEMENT OF SETTLEMENT ADMINISTRATION EXPENSES, AND DISMISSING ACTION WITH PREJUDICE** **Date: April 24, 2026** **Time: 8:30 a.m.** **Dept.: 40** Complaint Filed: April 9, 2024

I, EVAN S. GAINES, hereby declare and state as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am the principal of Gaines Law Corporation, counsel for Plaintiff Mohammed Gharremain ("Plaintiff") in this action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

Counsel's Experience and Recommendation:

2. I obtained my BA degree from the University California at Santa Barbara in 2005. I majored in Film Studies.

3. Thereafter, I attended the Michigan State University College of Law ("MSU"). At MSU, I was the recipient of jurisprudence awards (highest grade) in Client Counseling and Interviewing and Complex Civil Litigation. At MSU, I focused my studies on complex litigation. I earned my JD and became a member of the California Bar in 2012.

4. After becoming a member of the Bar, I practiced law with my father (Kenneth S. Gaines) and brother (Daniel F. Gaines) at Gaines & Gaines, APLC. In January 2024, I started my own law firm, Gaines Law Corporation. My practice specializes in litigation, with an emphasis in employment disputes like this one. Over 95% of my practice is devoted to complex employment litigation similar to the instant action.

5. My firm has represented employees in employment matters such as this one, with an emphasis in wage and hour issues. I have participated, and have been certified as Court-approved class counsel, in dozens of class and representative action matters since my admission to the Bar. A true and correct list of some of the cases in which I have been appointed as class counsel is attached hereto as **Exhibit "A"**.

Background and Procedural History

6. Defendant operates a car dealership in Ventura County, where Plaintiff worked.

7. Defendant employed Plaintiff as a non-exempt "internet director" from November 2018 through August 2022 and again from October 2023 through December 2023. The PAGA Settlement Members are all current and former non-exempt employees who worked for Grieco

Motors West LLC in the State of California from June 7, 2023 through the date on which the Court approves the Settlement.

8. Plaintiff asserts claims that Defendant failed to pay all wages earned by Plaintiff and PAGA Settlement Members, failed to provide Plaintiff and PAGA Settlement Members with legally compliant meal and rest periods, or compensation in lieu thereof, failed to issue accurately itemized wage statements to Plaintiff and PAGA Settlement Members, and failed to timely pay Plaintiff and PAGA Settlement Members all wages due at the separation of their employment. Plaintiff asserts these claims under PAGA, on behalf of himself, individually, and on behalf of the State of California and other PAGA Settlement Members, and civil penalties for the alleged Labor Code violations for Plaintiff and PAGA Settlement Members.

Compliance with Procedural Requirements of PAGA:

9. On February 1, 2024, pursuant to Labor Code section 2699.3, Plaintiff gave written notice by online filing with the LWDA and by certified mail, return receipt requested, to Defendant, of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violation. A true and correct copy of the February 1, 2024 notice letter to the LWDA is attached hereto as **Exhibit B**.

10. Thereafter, on April 9, 2024, Plaintiff filed a Representative Action complaint in this Court alleging claims individually and pursuant to PAGA on behalf of himself and PAGA Settlement Members alleging the claims in the LWDA Letter.

11. On June 6, 2024, Plaintiff filed a First Amended Complaint adding standalone class action claims.

12. On June 7, 2024, Plaintiff sent a supplemental letter by online filing with the LWDA and by certified mail, return receipt requested, to Defendant, which corrected the spelling of Defendant's name. A true and correct copy of the June 7, 2024 supplemental letter to the LWDA is attached hereto as **Exhibit C**.

13. Thereafter, on August 26, 2024, pursuant to stipulation, Plaintiff filed a Second Amended Complaint that removed the class action allegations due to an arbitration agreement that precluded such claims.

14. On or about September 30, 2024, Defendant filed a motion seeking to compel Plaintiff's individual claims to arbitration and staying Plaintiff's non-individual representative PAGA claims, which the Court granted. Plaintiff thereafter initiated arbitration.

Counsel's Diligence In Advance of, and In Connection With, Settlement Negotiations:

15. I engaged in targeted, informal discovery of Defendant's alleged Labor Code violations, which specifically evaluated the strength and value of the PAGA claims in preparation for a resolution of this Action.

16. I obtained from Defendant and reviewed (i) relevant policy documents relating to the employment of Plaintiff and Aggrieved Employees; and (ii) Excel payroll and time data relating to the number of alleged violations, including the Aggrieved Employee group size.

17. Based on the information received, as well as through discussions with Defendant's Counsel, I was able to (i) determine the total number of distinct individuals falling within the definition of "Aggrieved Employee" for the relevant statutory period and (ii) construct a damage model that calculated the maximum amount of PAGA penalties that could be levied against Defendant within the PAGA Period based on employee time and pay period data produced by Defendant. At all relevant times, Defendant has disputed Plaintiff's claims and contested both the existence of, and extent of liability as alleged by Plaintiff.

18. My experience in litigating similar "representative" wage and hour claims, the degree of investigation that was conducted here, the amount of data that was obtained, and the discussions guided by mediation was sufficient to determine the potential value of the PAGA claim and to evaluate the strength of this claim for purposes of settlement. Defendant, however, disputed Plaintiff's claims and disputed both the existence of and extent of liability as alleged by Plaintiff.

19. On November 12, 2025, the Parties participated in a mediation session with an experienced and reputable retired jurist and wage and hour and PAGA action mediator, Mike

Ludwig, Esq. During the mediation, the Parties engaged in arm's-length negotiations and reached a resolution of the PAGA claims asserted in this Action with the assistance of Mr. Ludwig following further informal discussions and a mediator's proposal.

<u>Settlement Terms:</u>

20. The Parties jointly prepared and executed a PAGA Representative Action Settlement Agreement (the "Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement is attached hereto as **Exhibit D**.

21. Defendant agrees to settle the PAGA matter for the payment of $60,000 (hereinafter the "Gross Settlement Amount," payable by Defendant (*see* Settlement Agreement at ¶ 1.19), which shall be all inclusive, encompassing (i) all payments to the LWDA and PAGA Settlement Members, (ii) any and all costs of third-party administration of the settlement, and (iii) Plaintiff's Counsel's attorneys' fees and costs of suit..

22. By a separate agreement, the Confidential Settlement Agreement and Release of All Claims, the Parties have resolved all of Plaintiff's individual claims through a comprehensive general release in favor of Defendant. The separate individual settlement agreement provides an amount, separate from the Gross Settlement Amount, to resolve Plaintiff's individual termination-related claims against Defendant. It is not an amount that is part of the Gross Settlement Amount to be approved. If requested, and due to the confidential nature of the agreement, Plaintiff will provide a copy of the agreement to the Court for *in camera* review at the time of the hearing. Attached as **Exhibit E** is a redacted copy of the Confidential Settlement Agreement and Release of All Claims.

23. The total sum available for payment of PAGA penalties shall be calculated by deducting from the $60,000 Gross Settlement Amount, the projected $20,000 for the payment of Plaintiff's Counsel's fees, $10,516.67 for the payment of Plaintiff's Counsel's costs, and the costs of administration not to exceed $2,950, which yields $26,533.33, and of which seventy-five percent (75%) or $19,900.00, shall be distributed to the LWDA, and the remaining twenty-five percent (25%) or $6,633.33, shall be distributed to the PAGA Settlement Members.

24. All PAGA Settlement Members will receive a pro rata share of the $6,633.33 allocated to them, which shall be distributed based on the number of pay periods each Aggrieved Employee worked for Defendant in California during the PAGA Period. Although these calculations will not be made until after approval, a rough estimation of the value to the approximately 99 individuals falling within the definition of "Aggrieved Employee" may be gleaned from the fact that an equal division would provide about $67.00 to each Aggrieved Employee, net of payments to the LWDA, the Settlement Administrator, and attorney's fees and costs. The LWDA will be paid a substantial $19,900.00.

25. Settlement administration, which is to be paid from the Gross Settlement Amount, is projected to be $2,950. The Settlement Agreement has allocated the settlement administration fees up to $3,500 in the instance the escalator clause increases the total PAGA Settlement Members requiring additional administration costs to administer the Settlement.

26. Finally, under the terms of the Settlement Agreement, the value of checks uncashed more than 180 days after issuance shall be remitted to the Unclaimed Property Fund of the California State Controller's Office to be held in the name of the Aggrieved Employee. Counsel for Plaintiff attests that his office regularly receives calls from class members or PAGA Settlement Members years after a case has settled to inquire about obtaining their settlement share because they did not cash their check in time, lost their check, or never received their check. By remitting the unclaimed checks to the State Controller, the PAGA Settlement Members have a chance to receive their individual settlement payment after the check cashing deadline.

27. This case addresses violations of important employee protections embodied in the California Labor Code – namely, that Defendant (1) failed to pay all minimum and overtime wages due to Plaintiff and PAGA Settlement Members, in violation of Labor Code §§ 510, 558, and 1194; (2) failed to pay Plaintiff and PAGA Settlement Members for time when they were working, but could not earn a commission or piece-rate wage, in violation of Labor Code §§ 510, 558, and 1194; (3) failed to provide Plaintiff and PAGA Settlement Members with legally compliant meal periods, or compensation in lieu thereof, in violation of Labor Code §§ 226.7, 510, and 558; (4) failed to

provide Plaintiff and PAGA Settlement Members with legally compliant rest periods, or compensation in lieu thereof, in violation of Labor Code §§ 226.7, 510, 558, and 1194; (5) failed to issue accurately itemized wage statements to Plaintiff and PAGA Settlement Members, in violation of Labor Code §§ 226(a) and 226.3; (6) failed to timely pay Plaintiff and PAGA Settlement Members all wages due at the separation of their employment, in violation of Labor Code §§ 201-202 and 227.3.

28. Defendant's realistic maximum theoretical exposure in this Action, without stacking penalties, totals approximately $222,500 computed by multiplying 2,225 aggregate pay periods by $100 each. There is no California authority that expressly permits the practice of counting multiple violations/penalties that occur within the same pay period, known as "stacking" penalties. Plaintiff's Counsel is aware of no court that has actually stacked such PAGA penalties for multiple violations (meaning the "market" for PAGA settlements is based on no stacking of penalties) and given the circumstances of this case, it is unlikely that this Court would impose a massive penalty by stacking the PAGA penalty claims against Defendant. Although stacking penalties is not unlawful, the majority of cases that address awards of PAGA penalties focus on the court's discretion to reduce awards. Based thereon, the non-stacking/one penalty per pay period is an appropriate evaluation for maximum potential exposure in this case.

29. Defendant was not notified by the Labor Commissioner or any court that it was subject to the California Labor Code, and has not been previously cited by the Labor Commissioner for Labor Code violations. Therefore, any violations prior to Plaintiff's February 1, 2024 LWDA letter are not subject to heightened penalties.

30. Furthermore, Defendant contends it acted within the requirements of California law at all times as to all PAGA Settlement Members. In particular, Defendant contends that it paid all employees all wages due. Defendant also contends that it maintains compliant meal and rest break practices. Defendant further contends that not every pay period at issue involved an alleged Labor Code violation subject to civil penalties. Moreover, Defendant maintained that even if the Court did award penalties, the Court could and would *substantially* reduce the penalties awarded based

on the discretionary factors contained in Labor Code § 2699(e)(2) ("In any action by an aggrieved employee . . . , a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."). Defendant also argued that it had a valid and enforceable arbitration agreement, which could preclude the litigation of PAGA claims on a representative basis altogether, given the United States Supreme Court's recent ruling in *Viking River Cruises v. Moriana,* 142 S.Ct. 734 (2022).

31. Based on these disputes, which had the potential to completely eliminate Plaintiff's recovery, the range of realistic "litigation outcomes" on the Plaintiff's PAGA claim was defined by a "maximum possible liability" amount of approximately $222,500, and a net-zero recovery based on the defenses asserted by Defendant. Notwithstanding the existence of such issues, the Settlement achieves a significant benefit – approximately 27% recovery of the maximum possible liability. As such, this factor weighs very heavily in favor of resolution by way of the compromise set forth in the Settlement Agreement. Furthermore, and simply stated, Defendant was generally in compliant with the Labor Code such that the settlement value of the matter largely represents a fair compromise on the maximum possibly liability.

Attorneys' Fees:

32. My office is submitting an attorney fee request of one-third of the PAGA Gross Settlement Amount (projected to be $81,666.67) Based on a projected final lodestar of $50,960, this yields a "multiplier" of approximately 1.6 under the $50,000 fee request. The billing rates used to compute the lodestar are reasonable in view of the evidence submitted herewith. A true and correct copy of my firm's time-task chart is attached hereto as **Exhibit F**.

33. As detailed in the first few paragraphs of this declaration, I have practiced law in California since 2012 and most of that time has been dedicated exclusively to representing employees in wage and hour matters, many of which have been litigated and resolved in the PAGA and class action contexts. My reasonable hourly rate is $700, which is commensurate with my education and experience.

34. In total, my lodestar is $50,960.

35. This case was taken on a contingency basis with the real risk that my office would receive no compensation whatsoever for our efforts. The potential costs which we can be required to advance in wage and hour representative actions like this one are substantial. Furthermore, as described above, my firm has extensive experience in representative action litigation, particularly in the employment context, and as detailed herein, the Aggrieved Employees and the State of California reaped significant benefits. The success achieved by the Settlement supports my firm's fee request.

36. This Court can undoubtedly appreciate that litigating a representative action case in dynamic, ever-changing areas of law is not appealing to most lawyers, particularly when the plaintiff's lawyer undertakes the obligation to finance the litigation and effectively bears the risk in the event of an unsuccessful outcome, at trial or otherwise. This case was taken on a contingency basis with the real risk that my office would receive no compensation whatsoever for our efforts. The potential costs which we can be required to advance in wage and hour actions like this one are substantial.

37. Notwithstanding the existence of issues having the potential to eliminate recovery on the PAGA claim, the Settlement Agreement not only achieves a recovery that exceeds typical PAGA awards routinely approved by the courts, but it also recovers monies for Aggrieved Employees which they otherwise would not receive.

38. Representative action work also requires specialized learning and the willingness to take large risks. I have extensive experience in wage and hour representative action litigation, particularly in the employment context, as detailed herein.

39. Furthermore, as described above, the Aggrieved Employees and the State of California reaped significant benefits. The success achieved by the Settlement supports my firm's fee request.

40. As a sole practitioner, I can only properly litigate a limited number of cases at one time. The requirements of this case were significant. Had I not reached a settlement with Defendant,

the demands of this case would have required a significant portion of my limited resources. I was precluded from taking other employment cases due to the demands of litigating this case.

Counsel's Costs:

41. My firm's total costs are $13,550.13 and include, among other expenses, filing fees, postage, future costs, and mediation fees. A true and correct copy of an itemized list of costs incurred by my firm in this action is attached hereto as **Exhibit G.** These costs were reasonably incurred in litigating this matter.

Upload to LWDA

42. Concurrently with the filing of this Motion, I am transmitting the Settlement Agreement (and these approval documents) to the LWDA, in compliance with Labor Code § 2699(l)(2). Evidence of submission is attached hereto as **Exhibit H**.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on March 26, 2026, at Westlake Village, California.

EVAN S. GAINES

EXHIBIT A

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Duran v. J.S. Homen Trucking, Inc., Imperial County Superior Court, Case No. ECU004017

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lingad v. Top Quality Manufacturing, LLC, Los Angeles County Superior Court, Case No. 24STCV03079

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Ochoa v Agusa, Kings County Superior Court, Case No. 24CU0042

Osier v. Heritage Bag Company, et al., Imperial County Superior Court, Case No. ECU003651

Ponce, et al. v. Express Dry, Inc., San Diego County Superior Court, Case No. 37-2024-00022921-CU-OE-CTL

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Driveline Retail Merchandising, Inc., Imperial County Superior Court, Case No. ECU003111

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Taylor v. A Plus Tree, LLC, Solano County Superior Court, Case No. CU24-03172

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

EXHIBIT B

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February 1, 2024

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Greico Motors West LLC
1511 Auto Center Drive
Oxnard, CA 93036 Defendant mailed certified # 9589071052700506685517

Agent for Service of Process for Greico Motors West LLC
Scott R. Olenski
1511 Auto Center Drive
Oxnard, CA 93036 Agent mailed certified # 9589071052700506685401

Re: ***Labor Code Violations of Greico Motors West LLC – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Mohammad Gharremain, a former non-exempt California employee Greico Motors West LLC ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees, including, but not limited to, those paid on a commission basis ("Aggrieved Employees").

Defendant failed to pay all minimum wages and overtime wages earned, in violation of Labor Code §§ 510, 558, 1194, and 1194.2. Our client and some other Aggrieved Employees were classified as overtime-exempt inside sales employees. Under California law, an inside sales employee is exempt from overtime pay if more than half of the employee's pay is from commissions, so long as the hourly earnings are more than 1.5 times the minimum wage. Cal. Code Regs., tit. 8, § 11070, subd. 3(D). Our client and similar Aggrieved Employees often did not satisfy the requirements of this exception, and were therefore denied all minimum and overtime wages due. As a result, our client and similar Aggrieved Employees were not properly compensated for all minimum wages and overtime wages for work performed in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Defendant also separately failed to pay all overtime wages due for applicable shifts. This violates Labor Code §§ 510, 558, 1194, and 1194.2.

Defendant failed to pay our client and other Aggrieved Employees for time when they were working, but could not earn a commission or piece-rate wage, including, but not limited to, time spent on administrative tasks, wait times between sales, or rest periods, even though were under the control of Defendant and entitled to be paid at least the minimum wage for all hours worked or under the control of Defendant, in violation of Labor Code §§ 510, 558, 1194, and 1194.2. When employees are paid on a commission or piece-rate basis, they must be paid separately for non-commission/non-piece-rate associated activities. *See Gonzalez v. Downtown LA Motors* (2013) 215 Cal.App.4th 36, 47 ("the obligation to pay minimum wages attaches to each and every separate hour worked during the payroll period, and that payment must be made for all such hours on the established payday . . . ."). Our client and other Aggrieved Employees were not paid separately for such tasks and, thus, were denied the payment of all minimum wages due for extended periods of their workdays. This violates Labor Code §§ 510, 558, 1194, and 1194.2.

Defendant failed to pay correct premium wages to our client and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Wage Order 7-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay at the proper rate of pay for each missed first or second meal period. When they did receive a meal period, it would routinely be late, short, on-duty, or denied entirely. This violates Labor Code §§ 226.7, 510, 512, 558, 1194, and 1194.2 and IWC Wage Order 7-2001.

Defendant also failed to pay correct premium wages to our client and other Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 7-2001. Our client and other Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. In addition, as our client and certain Aggrieved Employees can only earn commissions, bonuses, and piece rate wages when they perform limited tasks, they should be separately paid for their rest periods when no commission wages, bonus, or piece-rate wages can be earned, as discussed above, but they are not. In addition, our client and other Aggrieved Employees are frequently too busy to take an off-duty rest period and they were therefore denied. This violates Labor Code §§ 226.7, 510, 558, 1194, and 1194.2 and IWC Wage Order No. 7-2001.

Our client further alleges that Defendant failed to provide him and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3. Furthermore, and independent of the above allegations, the wage statements issued to our client and other Aggrieved Employees failed to set forth the total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3. Specifically, the total hours worked during the pay period and the applicable hourly rates and the hours worked at each rate are simply omitted entirely.

Our client further alleges that Defendant failed to pay him and other Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201-203 and 227.3. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-203 and 227.3 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendant.

The $75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES LAW CORPORATION

By: ________________________
EVAN S. GAINES

EXHIBIT C

GAINES | LAW
Corporation

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June 7, 2024

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Grieco Motors West LLC
1511 Auto Center Drive
Oxnard, CA 93036 Defendant mailed certified # 9589071052700506686446

Agent for Service of Process for Grieco Motors West LLC
Scott R. Olenski
1511 Auto Center Drive
Oxnard, CA 93036 Agent mailed certified # 9589071052700506686453

Re: ***Labor Code Violations of Grieco Motors West LLC – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***
LWDA Case No. LWDA-CM-1008628-24

Dear LWDA:

This letter supplements our previous correspondence sent on February 1, 2024 and clarifies and corrects the spelling of Defendant's name.

This office represents Mohammad Gharremain, a former non-exempt California employee Grieco Motors West LLC ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq*.

Our client was employed by Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees, including, but not limited to, those paid on a commission basis ("Aggrieved Employees").

Defendant failed to pay all minimum wages and overtime wages earned, in violation of Labor Code §§ 510, 558, 1194, and 1194.2. Our client and some other Aggrieved Employees were classified as overtime-exempt inside sales employees. Under California law, an inside sales employee is exempt from overtime pay if more than half of the employee's pay is from commissions, so long as the hourly earnings are more than 1.5 times the minimum wage. Cal. Code Regs., tit. 8, § 11070, subd. 3(D). Our client and similar Aggrieved Employees often did not satisfy the requirements of this exception, and were therefore denied all minimum and overtime wages due. As a result, our client and similar Aggrieved Employees were not properly compensated for all minimum wages and overtime wages for work performed in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Defendant also separately failed to pay all overtime wages due for applicable shifts. This violates Labor Code §§ 510, 558, 1194, and 1194.2.

Defendant failed to pay our client and other Aggrieved Employees for time when they were working, but could not earn a commission or piece-rate wage, including, but not limited to, time spent on administrative tasks, wait times between sales, or rest periods, even though were under the control of Defendant and entitled to be paid at least the minimum wage for all hours worked or under the control of Defendant, in violation of Labor Code §§ 510, 558, 1194, and 1194 2. When employees are paid on a commission or piece-rate basis, they must be paid separately for non-commission/non-piece-rate associated activities. *See Gonzalez v. Downtown LA Motors* (2013) 215 Cal.App.4th 36, 47 ("the obligation to pay minimum wages attaches to each and every separate hour worked during the payroll period, and that payment must be made for all such hours on the established payday . . . ."). Our client and other Aggrieved Employees were not paid separately for such tasks and, thus, were denied the payment of all minimum wages due for extended periods of their workdays. This violates Labor Code §§ 510, 558, 1194, and 1194.2.

Defendant failed to pay correct premium wages to our client and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Wage Order 7-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay at the proper rate of pay for each missed first or second meal period. When they did receive a meal period, it would routinely be late, short, on-duty, or denied entirely. This violates Labor Code §§ 226.7, 510, 512, 558, 1194, and 1194.2 and IWC Wage Order 7-2001.

Defendant also failed to pay correct premium wages to our client and other Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 7-2001. Our client and other Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. In addition, as our client and certain Aggrieved Employees can only earn commissions, bonuses, and piece rate wages when they perform limited tasks, they should be separately paid for their rest periods when no commission wages, bonus, or piece-rate wages can be earned, as discussed above, but they are not. In addition, our client and other Aggrieved Employees are frequently too busy to take an off-duty rest period and they were therefore denied. This violates Labor Code §§ 226.7, 510, 558, 1194, and 1194.2 and IWC Wage Order No. 7-2001.

Our client further alleges that Defendant failed to provide him and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3. Furthermore, and independent of the above allegations, the wage statements issued to our client and other Aggrieved Employees failed to set forth the total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3. Specifically, the total hours worked during the pay period and the applicable hourly rates and the hours worked at each rate are simply omitted entirely.

Our client further alleges that Defendant failed to pay him and other Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201-203 and 227.3. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-203 and 227.3 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendant.

Our office awaits your response.

Very truly yours,

GAINES LAW CORPORATION

By: ______________________
EVAN S. GAINES

EXHIBIT D

EVAN S. GAINES, ESQ. SBN 287668
GAINES LAW CORPORATION
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 93162
Telephone: (805) 892-8200
Facsimile: (805) 800-8928
Email: evan@gaines.law

Attorney for Plaintiff Mohammad Gharremain

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

MOHAMMAD GHARREMAIN, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq*.,

Plaintiff,

v.

GRIECO MOTORS WEST LLC, a California limited liability company, and DOES 1 through 10, inclusive,

Defendants.

Case No. 2024CUOE023304

Assigned to the Honorable Mark S. Borrell, Dept. 40

PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into between (1) Plaintiff Mohammad Gharremain ("Plaintiff"), on behalf of all PAGA Settlement Members (as defined herein) and (2) Defendant Grieco Motors West LLC ("Defendant") (referred to collectively as the "Parties"), subject to approval from the Court, as provided below.

The Parties intend this PAGA Representative Action Settlement Agreement to fully and finally resolve and settle the Released PAGA Claims, as follows:

1. DEFINITIONS

1.1 "**Action**" refers to the civil action that Plaintiff filed in Ventura County Superior Court, entitled *Gharremain v. Grieco Motors West LLC*, Case No. 2024CUOE023304. The Action is a representative action under PAGA.

1.2 "**Agreement**" refers to this PAGA Representative Action Settlement Agreement.

1.3 "**Approval Order**" refers to the order issued and entered by the Court following a stipulation or motion for approval of this Settlement.

1.4 "**Complaint**" refers to the operative Second Amended Representative Action Complaint that Plaintiff filed on August 26, 2024 entitled *Gharremain v. Grieco Motors West LLC,* Case No. 2024CUOE023304.

1.5 "**Defendant**" refers to Grieco Motors West LLC.

1.6 "**Defendant's Counsel**" refers to Victor Danhi and Jeffrey B. Weston of ArentFox Schiff LLP. For purposes of providing any notices required under this Settlement, Defendant's Counsel shall refer to: Victor Danhi and Jeffrey B. Weston of ArentFox Schiff LLP, 555 South Flower Street, 43rd Floor, Los Angeles, CA 90071.

1.7 "**Effective Date**" shall be only after the Court grants approval of the Settlement and upon Plaintiff's service of the Notice of Entry of Order and/or Judgment on Defendant and upon the latter of: (i) if no appeal or other challenge is filed, the date of the Notice of Entry of the Court's Order and/or Judgment; or (ii) if an appeal is filed, (a) the date of affirmance of an appeal of the Order and/or Judgment becomes final under the California Rules of Court; or

(b) the date of final dismissal of any appeal from the Order and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order and/or Judgment. Within 10 days of the Effective Date, Defendant will cause the Gross Settlement Amount to be paid into the settlement account established by the Settlement Administrator.

1.8 "**Eligible Pay Periods**" refers to all pay periods in which a PAGA Settlement Member worked as non-exempt California employees, including, but not limited to, those paid on a commission basis, with Defendant during the PAGA Period. Based on Defendant's records, there were approximately 2,225 Eligible Pay Periods during the PAGA Period.

1.9 "**Gross Settlement Amount**" refers to the Sixty Thousand Dollars and Zero Cents ($60,000) that Defendant has agreed to pay to settle the Action. This sum shall include all Individual Settlement Payments made to PAGA Settlement Members, Settlement Administration Costs, the LWDA Payment, and Attorneys' Fees and Costs, as set forth below. No portion of the Gross Settlement Amount shall revert to Defendant.

1.10 "**Individual Settlement Payment**" refers to the amount calculated by the Settlement Administrator to be distributed to each individual PAGA Settlement Member.

1.11 "**Judgment**" refers to the final judgment by the Court after approval of the Settlement.

1.12 "**LWDA**" refers to the California Labor & Workforce Development Agency.

1.13 "**LWDA Payment**" refers to the seventy-five percent (75%) of the Net Settlement Amount that constitutes the LWDA's share of the settlement of civil penalties paid under this Settlement pursuant to the PAGA.

1.14 "**Net Settlement Amount**" refers to the Gross Settlement Amount minus the Settlement Administration Costs, and Attorneys' Fees and Costs. The Net Settlement Amount shall include all Individual Settlement Payments due to PAGA Settlement Members and the LWDA Payment.

1.15 "**PAGA**" refers to the Private Attorneys General Act of 2004, Lab. Code §§ 2699 *et seq.*

1.16 "PAGA Distribution Fund" refers to the twenty-five percent (25%) of the Net Settlement Amount that will be distributed to PAGA Settlement Members.

1.17 "PAGA Letters" refer to the letters Plaintiff sent on February 1, 2024 and June 7, 2024 to the LWDA providing notice of his claims under PAGA.

1.18 "PAGA Period" refers to the period from June 7, 2023 through the date on which the Court approves the Settlement.

1.19 "PAGA Settlement Members" refers to all non-exempt California employees, including, but not limited to, those paid on a commission basis, who worked during the PAGA Period. There are 99 PAGA Settlement Members.

1.20 "Parties" refers to Plaintiff and Defendant.

1.21 "Plaintiff" refers to Mohammad Gharremain.

1.22 "Plaintiff's Counsel" refers to Gaines Law Corporation. For purposes of providing any notices required under this Settlement, Plaintiff's Counsel shall refer to Evan Gaines, Gaines Law Corporation, 4550 E. Thousand Oaks, Blvd., Suite 100, Westlake Village, CA 93162.

1.23 "Released PAGA Claims" refers to those claims defined in Paragraph 5.1 of this Settlement. The Released PAGA Claims shall apply to all PAGA Settlement Members.

1.24 "Released Parties" refers to Defendant and any parent companies, subsidiaries, affiliates, current and former management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

1.25 "Settlement" refers to the terms of this Agreement.

1.26 "Settlement Administrator" refers to Phoenix Class Action Administration Solutions, the third-party administrator agreed to by the Parties, subject to Court approval, which will perform the settlement administration and distribution of payment functions further described in this Settlement. The Settlement Administrator shall establish its own employer identification number and file an Internal Revenue Service Form W-9. The Settlement Administrator shall meet all of the requirements to establish a Qualified Settlement Fund ("QSF") pursuant to U.S. Treasury Regulation Section 468B-1.

2. PROCEDURAL HISTORY AND RECITALS

2.1 On or around February 1, 2024 and June 7, 2024, Plaintiff submitted the PAGA Letters to the LWDA providing notice of his claims under PAGA.

2.2 On or around April 9, 2024, Plaintiff filed the Action bringing PAGA claims against Defendant based upon Defendant's alleged wage and hour violations under California law.

2.3 On or around June 6, 2024, Plaintiff filed a First Amended Complaint adding class claims.

2.4 On or around August 26, 2024, Plaintiff filed a Second Amended Complaint withdrawing the class claims.

2.5 On or about December 3, 2024, pursuant to the Court's order compelling arbitration of Plaintiff's individual claims, Plaintiff filed a Demand for Arbitration against the Company with JAMS, Case No. 5220007853.

2.6 The Parties engaged in informal discovery and motion practice and attended a mediation before resolving the Action. Plaintiff obtained documents from Defendant relating to compensation policies applicable to the PAGA Settlement Members, Plaintiff's personnel file and wage and time records, and data reflecting PAGA Settlement Members' compensation, pay periods, and time records.

2.7 The Parties attended a mediation with Michael Ludwig on November 12, 2025, which resulted in a mediator's proposal that the Parties accepted.

2.8 Based on Plaintiff's Counsel's thorough investigation and evaluation of the claims, Plaintiff's Counsel believes that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interest of the State and of the PAGA Settlement Members. Plaintiff's Counsel investigated and litigated the claims, as discussed above, and thus appreciates the risks Plaintiff faced at trial and on appeal, as well as the benefits of the Settlement.

2.9 Defendant denies that it is liable for civil penalties as alleged in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant has agreed to settle the Action to avoid the burden, expense, and uncertainty of continuing the Action. Any stipulations or statements by Defendant contained in this Settlement are made for settlement purposes only.

2.10 It is the desire of the Parties to fully settle the PAGA claims that were asserted in the Action.

2.11 The Parties agree to cooperate and to take all steps necessary and appropriate to effectuate all aspects of this Settlement.

3. SETTLEMENT ADMINISTRATOR

3.1 **Settlement Administrator.** The Parties will request that the Court appoint Phoenix Class Action Administration Solutions as the Settlement Administrator. All disputes relating to the Settlement Administrator's performance of its duties, after good-faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary, which will have continuing jurisdiction over this Settlement until all payments and obligations contemplated by this Settlement have been fully completed.

3.2 **Data for Settlement Administrator.**

3.2.1 Defendant will provide the Settlement Administrator with a list containing the following for each PAGA Settlement Member: (1) name; (2) number of Eligible Pay Periods during the PAGA Period; (3) last known address; and (4) last known telephone number. In addition, Defendant will also provide the Settlement Administrator with each PAGA Settlement Member's Social Security number to enable the Settlement Administrator to perform its tax reporting duties. The information described herein shall be referred to hereafter as "PAGA Member Data." Defendant will provide the PAGA Member Data within thirty (30) days after the Court issues an Approval Order.

3.2.2 **Confidentiality of PAGA Member Data.** Defendant is providing the PAGA Member Data confidentially, and the Settlement Administrator shall treat the PAGA

Member Data as private and confidential and take all necessary precautions to maintain the confidentiality of the PAGA Member Data. The Settlement Administrator is to use this information only to carry out the Settlement Administrator's duties as specified in this Settlement.

3.3 Settlement Administrator's Duties. The Settlement Administrator will perform the calculations set forth in Paragraph 4.6, make the payments as set forth in Paragraphs 4.7-4.8, and perform all other duties necessary to effectuate the administration of the Settlement as provided in this Agreement. The Settlement Administrator will periodically provide reports to the Parties updating them on the status of its administration duties. If requested by the Court, the Settlement Administrator will prepare, and submit to the Parties, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

4. DISTRIBUTION OF SETTLEMENT PROCEEDS

4.1 Gross Settlement Amount. Defendant agrees to pay Sixty Thousand Dollars and Zero Cents ($60,000) as the Gross Settlement Amount. Defendant will cause the Gross Settlement Amount to be paid into the Qualified Settlement Fund established by the Settlement Administrator within 10 days of the Effective Date.

4.2 Attorneys' Fees and Costs. Plaintiff's Counsel intends to request that the Court approve an award for: (a) attorneys' fees in the amount up to one-third (1/3) of the Gross Settlement Amount (projected to be Twenty Thousand Dollars ($20,000); and (b) costs and expenses incurred in the Action, which are anticipated to be no more than Twelve Thousand Dollars and Zero Cents ($12,000) (collectively referred to as "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs approved by the Court will be paid from the Gross Settlement Amount.

4.3 Settlement Administration Costs. Plaintiff's Counsel intends to request $3,500 that the Court approve the costs of settlement administration currently estimated not to exceed ("Settlement Administration Costs"). The Settlement Administration Costs approved by the Court will be paid from the Gross Settlement Amount. Any amount of Settlement Administration Costs requested by Plaintiff's Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount. Upon completion of administration of the Settlement set forth in this Agreement, the Settlement Administrator shall provide written certification of such completion to Plaintiff's Counsel and Defendant's Counsel.

4.4 LWDA Payment. The Parties will seek approval from the Court for an LWDA Payment consisting of seventy-five percent (75%) of the Net Settlement Amount as the LWDA's share of the settlement of civil penalties paid under this Settlement pursuant to PAGA ("LWDA Payment"). The remaining twenty-five percent (25%) of the Net Settlement Amount will constitute the "PAGA Distribution Fund" for distribution to PAGA Settlement Members.

4.5 Allocation of PAGA Distribution Fund. PAGA Settlement Members will be eligible to receive a portion of the PAGA Distribution Fund based on their Eligible Pay Periods as reflected in the PAGA Member Data.

4.5.1 The Settlement Administrator will calculate the total number of Eligible Pay Periods and determine each PAGA Settlement Member's proportionate share of the Net Settlement Amount by dividing the number of Eligible Pay Periods attributable to that PAGA Settlement Member by the total number of Eligible Pay Periods multiplied by the PAGA Distribution Fund.

4.5.2 The Settlement Administrator shall issue a check to each PAGA Settlement Member for their Individual Settlement Payment with a letter explaining the payment, a copy of which is attached hereto as "Exhibit A." Prior to mailing, the Settlement Administrator will update the mailing addresses contained in the PAGA Member Data against the National Change of Address Database. Individual Settlement Payments will be reported on a Form 1099 as "MISC" income to the extent required by law.

4.6 Timing of Settlement Payments. Within 14 days after Defendant pays the Gross Settlement Amount into the Qualified Settlement Fund, the Settlement Administrator will mail checks to PAGA Settlement Members, make the LWDA Payment to the LWDA, wire Plaintiff's Counsel their approved Attorneys' Fees and Costs, and deduct from the Gross Settlement Amount its approved Settlement Administration Costs.

4.7 Undeliverable or Uncashed Checks. Any Individual Settlement Payment checks returned to the Settlement Administrator as undeliverable shall be sent within five (5) calendar days via First Class U.S. Mail to any forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address, and it shall then perform a re-mailing within five (5) calendar days of locating an updated address. Any Individual Settlement Payment checks that remain undeliverable or uncashed one hundred eighty (180) calendar days after the postmarked date of the initial mailing of the Individual Settlement Payments will be cancelled and the funds associated with such checks will be sent, subject to the Court's approval, to the California Controller's Unclaimed Property Fund in the name of the PAGA Settlement Member. The Settlement Administrator shall notify Plaintiff's Counsel and Defendant's Counsel of any undeliverable checks.

4.8 Tax Payment Considerations. Plaintiff's Counsel and Defendant's Counsel are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to the Settlement.

5. RELEASE

5.1 Released Claims by LWDA and PAGA Settlement Members. By operation of the entry of the Approval Order and Judgment, subject to Defendant's full payment of the Gross Settlement Amount into the Qualified Settlement Fund, Plaintiff, on behalf of the State of California and each PAGA Settlement Member, releases the Released Parties from all claims under PAGA asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, or the PAGA letters, or that could have been raised in the Action, as amended, or the PAGA letters based on the facts and claims alleged, including all claims under the PAGA that are derivative to claims for unpaid wages, including, but not limited to, failure to pay minimum wages, overtime, and interest; the calculation of the regular rate of pay; failure to provide meal periods; failure to authorize and permit rest periods; payment for all hours worked; failure to reimburse business expenses; wage statements; failure to pay all wages when due; failure to provide paid sick leave; failure to correct wages; as well as all claims for attorneys' fees and costs related to the above claims. This release excludes the release of claims not permitted by law.

5.2 The above release does not release Plaintiff's individual claims alleged in the Action. Plaintiff has agreed by separate agreement with Defendant to a general release of claims covering his individual claims in the Action and the dismissal of the arbitration in exchange.

6. SETTLEMENT APPROVAL PROCEDURE

6.1 Settlement Approval.

6.1.1 Plaintiff shall submit a Stipulation or unopposed Motion for Approval of PAGA Settlement on or before March 1, 2026. The stipulation or motion shall seek an order to approve the proposed Settlement. The stipulation or motion shall include the basis for the Gross Settlement Amount and why the amount is reasonable in light of the facts and controlling authorities pertaining to the claims alleged. The stipulation or motion shall also inform the Court that Plaintiff has entered into a separate individual settlement agreement and agreed to a general release of claims against Defendant.

6.1.2 Plaintiff shall submit a copy of the Settlement Agreement to the LWDA for review pursuant to Lab. Code § 2699(l) at the same time that it submits the Agreement to the Court.

6.2 Effect of Failure to Obtain Approval. If this Settlement or a substantially similar settlement mutually agreed to by the Parties is not approved, the Action shall proceed as if no settlement had been attempted. Notwithstanding the forgoing, the Parties agree to seek approval of the Settlement and work together to provide supplemental briefing if requested by the Court.

6.3 Entry of Judgment. Upon issuance of the Approval Order, the Parties shall request that the Court enter Judgment in the case.

6.3.1 Effect of Failure to Obtain Judgment. In the event the Court fails to enter Judgment in accordance with this Settlement, or such final judgment is vacated or reversed, the Action shall proceed as if no settlement had been attempted unless the Parties jointly agree to seek reconsideration or appellate review of the ruling or Court approval of a renegotiated settlement.

7. MISCELLANEOUS

7.1 Escalator Clause. Defendant estimates there have been approximately 2,225 pay periods worked during the PAGA Period through November 12, 2025 by approximately 99 PAGA Settlement Employees. Should the number of pay periods increase by more than 10%, or 223 additional pay periods for a total of 2,448 pay periods, this will increase the PAGA Gross Settlement Amount proportionally. In the event the number of pay periods through the date Plaintiff's motion for preliminary approval is granted increases by more than 10%, then, at Defendant's option, the Gross Settlement Amount will increase by 1% for every 1% over the 10% threshold, or the PAGA Period will end on the date the number of workweeks exceeds 2,448 pay periods.

7.2 Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement and are fully authorized to bind the Parties to all terms stated herein.

7.3 Confidentiality. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Unless otherwise required by law or under the terms of the Settlement, Plaintiff agrees to limit his statements regarding the terms of the Settlement, whether oral, written, or electronic, to say the Action has been resolved. Nothing in this Paragraph is intended to interfere with Plaintiff's Counsel's duties and obligations to faithfully discharge their duties as Counsel.

7.4 Entire Agreement. This Settlement, which includes the Definitions and Recitals, constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Settlement.

7.5 Materiality of Terms. The Parties have arrived at this Settlement as a result of arm's-length negotiations. Except as otherwise stated in this Settlement, all terms and conditions of this Settlement in the exact form set forth in this Settlement are material to this Settlement and have been relied upon by the Parties in entering into this Settlement.

7.6 Counterparts. This Settlement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one signed Settlement, which shall be binding upon and effective as to all Parties.

7.7 Facsimile or Electronic Signatures. The Parties may submit their signatures via facsimile or electronically, and such signatures shall be deemed to be original signatures for purposes of this Settlement and shall be binding upon the party or parties who provided the signature.

7.8 Waivers and Modifications to Be in Writing. This Settlement may be amended or modified only by a written instrument signed by counsel for the Parties and approved by the Court. No rights under this Settlement may be waived except in writing.

7.9 Construction. The determination of the terms and conditions of this Settlement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Settlement, and the terms and conditions of this Settlement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

7.10 Captions. The captions or headings of the sections and paragraphs of this Settlement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Settlement.

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

7.12 Further Acts and Cooperation Between the Parties. The Parties shall cooperate fully with each other and shall use their best efforts to obtain the Court's approval of this Settlement and all of its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute and to deliver such other documents as are reasonably necessary to carry out the provisions of this Settlement.

7.13 Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Settlement as well as any and all matters arising out of, or related to, the implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of the Settlement without the consent of all of the Parties. Should either party be required to enforce the terms of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

7.14 Governing Law. This Settlement was made and entered into in the State of California. All terms of this Settlement shall be governed by and interpreted according to the laws of the State of California.

SO AGREED AND STIPULATED:

Dated: 01 / 30 / 2026

By: M.R. [signature]
Plaintiff MOHAMMAD GHARREMAIN

Dated: 2/4/2026

By: [signature]
Scott R Olenski - CFO
Defendant GRIECO MOTORS WEST LLC

EXHIBIT E

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release of all Claims ("Agreement") is entered into by and between Mohammad Gharremain ("Gharremain") and Grieco Motors West LLC (the "Company") as of the Effective Date defined below. The term "Party" and "Parties" shall refer to the Company and Gharremain, as appropriate.

WHEREAS, Gharremain is a former employee with the Company;

WHEREAS, on or around February 1, 2024 and June 7, 2024, Gharremain submitted letters to the Labor & Workforce Development Agency ("LWDA") providing notice of his claims under the Private Attorneys General Act ("PAGA") (the "PAGA Letters");

WHEREAS, on or around April 9, 2024, Gharremain filed a Complaint in the Superior Court of the State of California, Ventura County (the "Court"), entitled *Gharremain v. Grieco Motors West LLC*, Case No. 2024CUOE023304, bringing a representative action against the Company based upon the Company's alleged wage and hour violations (the "State Action");

WHEREAS, on or around June 6, 2024, Gharremain filed a First Amended Complaint adding class claims;

WHEREAS, on or around August 26, 2024, Gharremain filed a Second Amended Complaint withdrawing class claims;

WHEREAS, on or about December 3, 2024, pursuant to the Court's order compelling arbitration of Gharremain's individual claims, Gharremain filed a Demand for Arbitration against the Company with JAMS, Case No. 5220007853 (the "Arbitration Action," and together with the State Action, the "Action")

WHEREAS, the Company strongly denies the claims in the Action and denies any other wrongful or unlawful conduct of any kind with regard to Gharremain or at all;

WHEREAS, and without admitting any wrongdoing, fault or liability of any kind, the Parties desire to settle their disputes as to the Action, as well as all other disputes and claims that could be asserted by Gharremain against the Company and any of the Released Parties (as defined in Paragraph 2 below), and have agreed to do so on the terms and conditions set forth in this Agreement, rather than incur the cost and expense associated with litigation and/or future litigation related to Gharremain's disputes;

WHEREAS, in exchange for fully executing this Agreement, the Company offers the consideration, including the Settlement Payment, as detailed in Paragraph 1 of this Agreement to Gharremain;

WHEREAS, Gharremain agrees and understands that the Company only offered the consideration, as detailed in Paragraph 1.1 of this Agreement, in exchange for the full execution and compliance with the terms of this Agreement, and that Gharremain is not otherwise entitled to the Settlement Payment (or the other consideration).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. **<u>The Parties' Responsibilities</u>.**

1.1 <u>Settlement Payment</u>. Within 30 calendar days from the Effective Date (as defined in Paragraph 4 of this Agreement), contingent on the Company receiving the following: (1) this Agreement fully executed by Gharremain; and (2) relevant tax documents from Gharremain and Gharremain's counsel, the Company agrees to pay the total of [redacted], allocated as set forth below in Paragraph 1.1(i)-(iii) (the "Settlement Payment"). Other than the amount that Gharremain shall receive in the Parties' PAGA Representative Action Settlement Agreement, Gharremain understands and agrees that the Settlement Payment shall constitute the entire amount of consideration provided to him under this Agreement or otherwise and that he will not seek any further compensation for any other claimed damages, costs, penalties, or attorneys' fees in connection with the maters encompassed in this Agreement.

[redacted]

[redacted]

[redacted]

1.2 <u>Consideration Solely for Agreement</u>. Gharremain agrees the consideration set forth herein is solely in exchange for his execution of and adherence to the terms of this Agreement, and in exchange for the promises, covenants, and waivers, as set forth herein. Gharremain represents and warrants that the Company owes him no other wages, bonuses, sick pay, severance pay, vacation pay, or any other compensation, expense reimbursement, leave, benefits, payments, or forms of remuneration of any kind or nature, other than the Settlement Payment that is specifically provided for in this Agreement and in exchange for Gharremain entering into and abiding by the terms of this Agreement.

1.3 <u>Tax Indemnity</u>. Gharremain acknowledges and agrees that the Company has made no representations regarding the proper tax treatment of the Settlement Payment. Gharremain agrees to be solely liable for and pay all taxes, and any costs, interest, assessments, penalties, damages, attorneys' fees, or other losses owed by him by reason of receipt of any portion of the Settlement Payment as set forth above.

1.4 <u>No Pending Legal Claims</u>. Other than the Action, Gharremain represents he has no other pending legal claims, suits, or chargers against the Company or any of the Released Parties (as defined in Paragraph 2 below).

1.5 <u>PAGA Representative Action Settlement Agreement</u>. The Parties agree that a material condition of this Agreement is the PAGA Representative Action Settlement Agreement must be fully approved by the Court. If the Court does not approve the PAGA Representative Action Settlement Agreement, the Parties agree that this Agreement shall be null and void.

1.6 <u>No Work-Related Injury</u>. Gharremain represents that he has not filed a workers' compensation claim for work-related injuries arising from his tenure at the Company, and that he has not failed to report any work-related injuries and has not suffered any work-related injuries during his tenure with the Company.

1.7 Dismissal of the Arbitration Action. Gharremain represents that two (2) days after receipt of the Settlement Consideration, he will file a request for dismissal with prejudice in the Arbitration Action by emailing the Case Manager to have him/her dismiss the Arbitration Action with prejudice.

2. **Gharremain Release.** In exchange for the Settlement Payment and the payments referenced in the PAGA Representative Action Settlement Agreement, Gharremain, in his individual capacity, generally, unconditionally, irrevocably and absolutely releases and discharges the Company and each of its past, present, and future agents, employees, officers, directors, managing agents, owners, partners, trustees, representatives, shareholders, attorneys, parents, subsidiaries, related companies/corporations and/or partnerships, assigns, predecessors, successors, insurers, joint employers, potential and alleged joint employers, temporary staffing agencies, common law employers, alleged common law employers, dual employers, alleged dual employers, co-employers, alleged co-employers, contractors, affiliates, any person and/or entity alleged to have joint liability, and all of their respective past, present, and future employees, directors, officers, owners, agents, representatives, payroll agencies, attorneys, fiduciaries, parents, subsidiaries, and assigns (collectively, the "Released Parties), from any and all claims related in any way to Gharremain's tenure with the Company, to the fullest extent permitted by law, including, but not limited to, Gharremain's compensation or pay, Gharremain's claims for any alleged misclassification, all claims set forth in the Action against the Company, all claims and causes of action set forth in the Arbitration Action, and all other losses, liabilities, claims, charges, demands, and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with Gharremain's tenure with the Company. This Release includes, but is not limited to, all claims asserted in the Action, as amended, and/or arising from or related to the Action, as amended, or the PAGA letters, including all claims for unpaid wages, failure to pay minimum wages, straight time compensation, overtime, and interest; the calculation of the regular rate of pay; meal and rest period premiums; failure to provide meal periods; failure to authorize and permit rest periods; reimbursement for all necessary business expenses; payment for all hours worked; timely payment of wages due; wage statements; unlawful deductions; failure to keep accurate records; failure to provide paid sick leave; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting time penalties; and attorneys' fees and costs. This Release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional, or other statutory claims, including, but not limited to alleged violations of Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Family and Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, the California Labor Code, the California Business and Professions Code, the California Industrial Welfare Commission Wage Orders, the California Government Code, as well as any amendments to those laws, and all claims for attorneys' fees, costs, and expenses. Gharremain acknowledges he may discover facts or law different from, or in addition to the facts or law that he knows or believes to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and they intend the releases herein shall be final and complete. This Release unconditionally, irrevocably, and absolutely releases and discharges the Released Parties from any claim Gharremain could maintain in any action against any Released Party at the time of the execution of this Agreement. Notwithstanding the foregoing, this release of claims does not extend to any rights which as a matter of law cannot be released by private agreement, however, to the extent permitted by law, Gharremain waives the right to recover monetary compensation, including damages, or penalties, in any administrative or court action, whether state or federal, and whether brought by

Gharremain or on Gharremain's behalf, related in any matter to the matters released herein.

3. **Waiver of Unknown Claims.** Gharremain expressly acknowledges and agrees that, with respect to Gharremain's release of claims as set forth in Paragraph 2, Gharremain expressly waives all rights under Section 1542 of the California Civil Code. Gharremain has read and understood the following statutory language of Section 1542 of the California Civil Code:

> **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.**

Having been so apprised, Gharremain understands and agrees that as a condition of this Agreement, Gharremain hereby expressly waives and relinquishes any and all claims, rights, or benefits he may have under Section 1542. Gharremain further acknowledges he may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but that he expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on his behalf against the Released Parties at the time of execution of this Agreement. The Parties acknowledge, understand, and agree that this representation and commitment is essential to the Parties, and this Agreement would not have been entered into were it not for this representation and commitment.

4. **Older Workers' Benefit Protection Act.** This Agreement is intended to comply with the Older Workers' Benefit Protection Act ("OWBPA") and Gharremain is hereby informed of the following: (a) Gharremain is advised to consult with an attorney at his own expense prior to executing this Agreement and he has done so; (b) Gharremain has read and understands the terms of this Agreement; (c) Gharremain has 21 days to consider this Release (although Gharremain may choose to voluntarily execute this Agreement earlier, and has so elected); (d) Gharremain has seven days following his execution of this Agreement to revoke the Agreement by sending an email to Jeffrey Weston (jeffrey.weston@afslaw.com), counsel for the Company by 5:00 p.m. Pacific Standard Time on the seventh day following Gharremain's execution of this Agreement (the "Revocation Period"); and (e) by signing this Agreement, Gharremain does not waive any rights or claims that may arise after the date this waiver is executed. This Agreement will become effective on the date the Revocation Period expires without Gharremain exercising his right of revocation on a timely basis (the "Effective Date").

5. **Return of Company Property.** Gharremain warrants, represents, and agrees he has returned to the Company all Company-owned property or property owned by any of the other Released Party that is in his possession, including, all equipment owned by the Company or any of the other Released Parties, and all documents and papers, manuals, files, electronic information and/or documents, login information, access to websites, and all other trade secrets and/or confidential information pertaining to or owned by the Company or any other of the Released Parties, unless otherwise mutually agreed by the Parties in writing. Gharremain further warrants, represents, and agrees he has not and will not destroy, erase, or retain in his possession or control any information or data from any computer, network, or other data or information storage system of the Company or any other of the Released Parties. To the extent Gharremain is in possession of Company-owned property, Gharremain agrees to transfer said property to the Company through means chosen by the Company immediately.

6. **No Admissions.** By entering into this Agreement, neither the Company nor any other of the Released Parties makes any admission that they have engaged, or are now engaging, in any unlawful conduct.

7. **Severability.** In the event that any provision of this Agreement shall be found unenforceable by a court of competent jurisdiction, such court shall have the power to sever such provision or modify or reduce the duration or scope of such provision, and, in its reduced form, this Agreement shall then be enforceable to the maximum extent permitted by applicable law.

8. **No Assignment.** Gharremain warrants and represents that he has not assigned or transferred to any person not a party to this Agreement any released matter or any right to any of the consideration provided by the Company pursuant to this Agreement. Gharremain agrees to defend, indemnify, and hold all Released Parties harmless from any and all claims based on or in connection with or arising out of any such assignment or transfer made, purported, or claimed.

9. **Applicable Law.** The validity, interpretation and performance of this Agreement shall be construed and interpreted according to the laws of the United States of America and the State of California.

10. **Full Defense.** This Agreement may be pled as a full and complete defense to, and may be used as a basis for an injunction against, any action, suit, or other proceeding that may be prosecuted, instituted, or attempted by any party in breach hereof. The Parties agree that in the event that an action or proceeding is instituted by any party in order to enforce the terms or provisions of this Agreement, the prevailing party in such proceeding shall be entitled to an award of reasonable costs and attorneys' fees incurred in connection with enforcing this Agreement.

11. **Non-Disparagement.** Gharremain agrees, on behalf of himself and any person acting by, through, under, or in concert with him, to refrain from disseminating or publishing any written, oral, or electronically transmitted statement that is, or could reasonably be considered to be, a disparaging statement about any of the Released Parties, their services, offerings, finances, financial condition or capacities, policies, practices, or other aspect of their business, or any employee, officer, manager, agent, or director of any of the Released Parties. These undertakings apply in any medium and by any method to any person or entity without limitation in time, including, but not limited to social media, regardless of whether Gharremain participates anonymously or under a pseudonym. This section shall apply except (a) in statements made by Gharremain to his immediate family members, tax advisor, medical provider, counselor, or attorney; and (b) in statements made by Gharremain that are required by law, or in the course of a lawful governmental investigation, inquiry, or proceeding.

12. **Good Faith.** The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to effectuate the terms and purposes of this Agreement.

13. **Entire Agreement; Modification.** Other than the PAGA Representative Action Settlement Agreement, this Agreement is intended to be the entire agreement between the Parties and supersedes and cancels any and all other prior agreements, written or oral, between the Parties or between Gharremain and any of the Released Parties regarding this subject matter. It is agreed there are no collateral agreements or representations, written or oral, regarding the settlement of all claims between the Parties other than those set forth in this Agreement and the PAGA Representative Action Settlement Agreement. This Agreement may be amended only by a written instrument executed by all Parties hereto.

14. **Counterparts.** This Agreement may be executed in counterparts and shall be binding on all Parties when each has signed either an original or copy of this Agreement. Facsimile or electronic signatures may be treated as originals.

15. **Confidentiality.** To the extent permitted by law, Gharremain agrees he will not hereafter without compulsion of legal process, disclose to others, either directly, indirectly, or by implication the Settlement Payment (either by specific dollar amount or otherwise), except Gharremain may disclose the amount of payment to his attorneys, accountants, professional advisors, his immediate family members, or where disclosure is required by law. If disclosure of this Agreement or any of its terms and provisions is compelled and/or required by law, Gharremain agrees he will first promptly provide written notice to the Company's legal counsel, Jeffrey Weston (jeffrey.weston@afslaw.com), prior to the disclosure so as to provide the Company and/or the Released Parties the opportunity to address, object to, and/or oppose the disclosure. The Parties acknowledge that California Government Code section 12964.5 does not apply and that Gharremain has retained an attorney to review this Agreement.

16. **Remedies for Breach of Agreement.** If this Agreement is breached, in addition to the remedies set forth in this Agreement and without limitation, the non-breaching party may seek to obtain, and the breaching party hereby consents to the entry of, an injunction, restraining order, or other equitable relief to keep the breaching party from committing any further violation of this Agreement. No bond will have to be posted if the non-breaching party seeks an injunction, restraining order, or other equitable relief. In the event of a proven breach, Gharremain agrees to pay liquidated damages of $10,000 for each proven breach. The Parties acknowledge and agree that the liquidated damages amounts in this Paragraph 16 are reasonable and reflect a reasonable estimation of damages. If a court of competent jurisdiction finds this Agreement to have been breached, the non-breaching party may recover court costs, attorneys' fees, and any other remedies deemed appropriate by such court of competent jurisdiction.

17. **Captions.** The captions and section/paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

18. **Drafting.** The Company and Gharremain agree this Agreement shall be construed without regard to the drafter as though each Party participated equally in the drafting of this Agreement.

19. **Successors and Assigns.** The Company and Gharremain agree they are the sole and lawful owners of all rights and interests in this Agreement and this Agreement and all of its terms shall be binding upon their representatives, heirs, executors, administrators, successors, and assigns.

20. **NLRA Disclaimer.** Nothing in this Agreement prohibits or restricts Gharremain from exercising rights Gharremain may have under the National Labor Relations Act, including all rights under Section 7 of that Act.

21. **Neutral Reference**. Gharremain agrees that any request for any information regarding his employment with the Company will be solely directed to Tyler Gardner at tgardner@griecocars.com. Mr. Gardner agrees, on behalf of the Company, that if he receives a request for any information regarding Gharremain's employment, he will only provide the following information: (1) Gharremain's date of employment; and (2) job title(s). This does not apply to a subpoena or court order related to Gharremain's employment with the Company.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN, AND THAT THE PARTIES HAVE THE RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING IT AND HAVE HAD THE OPPORTUNITY TO DO SO.

MOHAMMAD GHARREMAIN

Signed: M.R. [signature] Date: 01 / 30 / 2026

Mohammad Gharremain

GRIECO MOTORS WEST LLC

Signed: [signature] Date: 2/4/2026

Name: SCOTT R OLENSKI

Position: CFO

AFSDOCS:304547827.1

EXHIBIT F

Gharremain v. Grieco Motors West LLC
Attorney Time/Task

Task	Evan S. Gaines, Esq. $700/hr
Pre-Lawsuit interviewing, investigation and research re Defendant and claims; Research re: defenses to action; Review employee file	6.0
Draft LWDA compliance Letter; Review, revise, mail, and submit LWDA Letter; Communications with Client re same	2.4
Draft and file PAGA Complaint and related research; Communications with Client re same; service of Defendant and related filing of proof of service.	3.7
Draft First Amended Complaint adding class action allegations and file and serve on Defendant; Draft supplemental LWDA letter and submit and mail	4.0
Draft Second Amended Complaint and file and serve; Related communications with Defense Counsel	2.5
Draft opposition to Motion to Compel Arbitration and attend hearing; related research and communications with Defense Counsel and Client	6.5
Draft and file Demand for Arbtiration; related emails with Defense re selecting provider and arbitrator; related emails with JAMS	4.5
Conf call with Arbitrator; prepare and serve Rule 17 Disclosures; related research and communications with Defense Counsel and Client	2.5
Prepare mediation informal discovery letter and related communications with Defense Counsel and Client	2.9
Review and preparation for mediation; Related legal research; Review Defendants' informal document production, Prepare mediation brief and related exhibits; Communications with Client re same	8.0

Gharremain v. Grieco Motors West LLC
Attorney Time/Task

Task	Evan S. Gaines, Esq. $700/hr
Attend mediation via Zoom with Mike Ludwig, Esq.; Communications with Client re mediation and mediator's propsal; Communications with mediator re acceptance of mediator's proposal	9.0
Research, review and preparation of PAGA settlement agreement, PAGA notice, and individual settlement; Further communications and discussions with Defense Counsel and Client re same; Attend Status Conference re Arbitration and Draft and file/serve Notice of Status Conference	7.2
Drafting of motion for PAGA approval and related exhibits and documents and related communications with Defense Counsel and Client	9.5
Estimated time required for related adminstration work and uploading of documents to LWDA; Prepare for and attend PAGA Approval hearing and related communications with Defense and Client	5.0
Total Hours:	**73.7**
Total Lodestar Per Attorney:	**$51,590.00**
Total All Attorneys:	**73.7**

EXHIBIT G

Gharremain v Grieco Motors West LLC
Gaines Law Corporation Counsel's Costs

EXPENSE CATEGORY	EXPENSE
Filing fees	$ 1,220.85
Court Appearance Fees	$ 144.00
Expert Fees	$ 1,427.44
Service Fees	$ 360.32
Postage	$ 34.76
Mediation Fees	$ 7,209.30
Misc Fees	$ 20.00
Future estimated expenses -	$ 100.00
• *Filing fees and One Legal Service fees for Filing the Motion for PAGA Approval and Notice of Entry of Order ($70 + $30)*	
TOTAL EXPENSES	**$ 10,516.67**

EXHIBIT H