

ILG Legal Office, P.C.
Stephen Noel Ilg (SBN 275599)
Nicolas Jupillat (SBN 335559)
156 South Spruce Avenue, Unit 206A
South San Francisco, CA 94080
Tel: (415) 580-2574
Fax: (415) 735-3454
Email: silg@ilglegal.com
Email: njupillat@ilglegal.com

Attorneys for Plaintiffs Phu Pham, Jon Finister, Adrian Cruz

MOLLIE M. BURKS, Bar No. 222112
mburks@grsm.com
KEVIN R. ALLEN, Bar No. 237994
kallen@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
315 Pacific Avenue
San Francisco, California 94111
Telephone: (415) 986-5900
Facsimile: (415) 986-8054

Attorneys for Defendant
ENVISION MPS HON AUTO, LLC, d/b/a ENVISION MOTORS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

Phu Pham, Jon Finister, Adrian Cruz, on
behalf of themselves,

Plaintiffs,

vs.

Envision MPS Hon Auto, LLC, d/b/a
Envision Motors, a Delaware Limited
Liability Company, and DOES 1 through
100, inclusive,

Defendants.

Case No. 24CV433738

**JOINT STIPULATION AND
[PROPOSED] ORDER TO DISMISS
ENTIRE ACTION**

Assigned to Honorable Charles F. Adams

STIPULATION & [PROPOSED] ORDER

Plaintiffs Phu Pham, Jon Finister, and Adrian Cruz (“Plaintiffs”) and Defendant Envision MPS Hon Auto, LLC, d/b/a Envision Motors (“Defendant”) hereby enter into the following stipulation and request that the Court enter an order dismissing this action in its entirety in accordance with this stipulation and the parties’ signed Settlement Agreement.

Whereas, the Parties previously entered into a stipulation to dismiss class claims, arbitrate individual claims, and stay proceedings as to representative PAGA claims on February 14, 2025, which the Court granted on February 20, 2025.

Whereas, a related PAGA case was filed in the Superior Court of California for the County of Los Angeles on September 20, 2023 (Case No. 23PSCV02903), whose settlement was approved by the Court on May 29, 2025. The settlement of the Released PAGA Claims in that related case defines Aggrieved Employees as: “all current and former non-exempt employees employed by Defendants for at least one day during the PAGA Period in California at any time between June 3, 2020, to the date the PAGA settlement is approved.” (Declaration of Stephen Noel Ilg in Support of Plaintiffs’ Request for Dismissal, concurrently filed herewith, (“Ilg Decl.”) ¶ 5.)

Whereas, the Plaintiffs’ representative PAGA claims were brought on behalf of all non-exempt employees who worked for Defendant in the State of California at any time on or after the date that is one year prior to when the operative complaint was filed, *i.e.*, June 3, 2023, which is one year prior to June 4, 2024, when the Plaintiffs’ first amended complaint was filed. (Ilg Decl. ¶ 6.)

Whereas, the Plaintiffs’ representative PAGA claims are precluded by settlement of the related PAGA action whose relevant time period includes that of the Plaintiffs’ PAGA claims in this action. (Ilg Decl. ¶ 7.)

Whereas, the Parties completed private mediation on June 12, 2025, and have fully executed an agreement (the “Settlement Agreement”) to resolve all of the named Plaintiffs’ individual claims. (Ilg Decl. ¶ 8.)

1 The Parties stipulate as follows:

2 **STIPULATION**

3 1. Plaintiffs Phu Pham, Jon Finister, and Adrian Cruz hereby request dismissal of this
4 action in its entirety, including dismissal of all Private Attorney General Act (“PAGA”) claims as
5 set forth herein. In accordance with the parties’ signed Settlement Agreement, Plaintiffs seek an
6 Order dismissing this action in its entirety, with prejudice as to the named Plaintiffs’ individual
7 claims, but without prejudice as to the representative PAGA claims. Neither the Parties nor any
8 absent allegedly aggrieved employees under PAGA will incur any prejudice owing to the
9 requested dismissals. Given the arbitration agreement in effect between the Parties, Plaintiffs
10 have made no attempt to certify a plaintiff class; no motions or rulings have been made on the
11 class certification issue; no notice has been required, nor given to any putative class member. The
12 Settlement Agreement and this request for dismissal do not prejudice others’ rights to pursue
13 viable claims. (Ilg Decl. ¶ 9). However, neither Plaintiffs nor their counsel are aware of any other
14 allegedly aggrieved employee or other individual who wishes to pursue the alleged representative
15 PAGA claims as a lead Plaintiff other than the related case. (Ilg Decl. ¶ 10.)

16 2. The Plaintiffs served discovery requests. The Parties exchanged information and
17 documents, and engaged in settlement discussions. After an investigation revealed the existence
18 of a prior PAGA settlement which precluded the Plaintiffs’ representative PAGA claims, the
19 Parties entered into a Settlement Agreement to resolve all claims on an individual basis. (Ilg Decl.
20 ¶ 11.)

21 3. Plaintiffs are seeking the Court's approval to dismiss the PAGA claims because
22 Labor Code section 2699(k)(2) requires Court approval of any Settlement or dismissal of any such
23 representative action.

24 4. Plaintiffs now seek to dismiss their own claims “with prejudice” and no longer
25 wish to continue with the lawsuit. (Ilg Decl. ¶ 12.) The Settlement Agreement is conditioned on
26 dismissal of the action in its entirety, including dismissal of representative PAGA claims without
27 prejudice, pursuant to Labor Code section 2699(k)(2). The dismissal is not predicated on any
28 undisclosed quid pro quo, and neither Plaintiffs nor their counsel have received any remuneration

for dismissing group claims. (Ilg Decl. ¶ 13.) The requested dismissal of representative PAGA claims is furthermore without prejudice to others and, thus, will not compromise the absent PAGA class members' interests. (Ilg Decl. ¶ 14.)

5. Dismissal is appropriate. "California law favors the settlement of disputes as our high court clarified in *Neary*. Settlement is efficient; it reduces costs, saves resources, and minimizes court congestion. The parties are best positioned to understand their interests and resolve a dispute in a mutually beneficial manner without court intervention into the settlement." *Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America*, 141 Cal. App. 4th 46, 62-63 (2006) (quoting *Neary v. Regents of University of California*, 3 Cal.4th 273, 277-278 (1992).)

6. "[T]here is an overriding public interest in settling and quieting litigation." *Van Bronkhorst v. Safeco Corp.* 529 F.2d 943, 950 (9th Cir. 1976). Indeed, "[d]ue regard should be given to what is otherwise a private consensual agreement between the parties." *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). "The court's discretion is to be exercised in light of the strong policy favoring voluntary settlement of litigation." *California Dep't of Toxic Substances Control v. Waymire Drum Co.*, No. 98-03834 PJH, 1999 U.S. Dist. LEXIS 3814, *5 (N.D. Cal. Mar. 19, 1999). Therefore, the court's inquiry "'must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.'" *Id.* (quoting *Officers for Justice v. Civil Service Com.*, 688 F.2d 615, 625 (9th Cir. 1982).)

7. Here, the Parties' agreement to resolve Plaintiffs' claims comports with the overarching public policy in favor of settlement. The Parties have resolved a matter that was not yet set to go to trial and resolved it on terms acceptable to both sides. It is further clear that neither Plaintiffs nor their counsel have received any remuneration for dismissing the group allegations. Most significantly, Plaintiffs were not able to pursue their class claims due to the arbitration agreement in effect between the Parties, neither are Plaintiffs able to pursue PAGA claims, which are precluded by a prior PAGA settlement of a related case. (Ilg Decl. 15). Plaintiffs seek to dismiss the PAGA allegations without prejudice as to others, so entry of the

Proposed Order submitted herewith will not have any impact on any absent putative PAGA class members. (Ilg Decl. 16).

8. The parties jointly and respectfully request that the Court dismiss all claims with prejudice, including any and all claims stated herein against all parties, except for the PAGA Claim claims, which shall be dismissed with prejudice as to Plaintiffs Phu Pham, Jon Finister, and Adrian Cruz only and without prejudice as to any and all other allegedly aggrieved employees.

9. The Settlement does not affect any other individuals' right or the LWDA's right to bring claims, including PAGA claims. Thus, the settlement at issue would bar the named Plaintiffs from pursuing a PAGA claim but not anyone else, notwithstanding the preclusive effect of the previously approved PAGA settlement in a related matter. (Ilg Decl. 17).

10. The Settlement Agreement does not attempt to release the claims of any absent aggrieved employees and thus does not recover any civil penalties for them. (Ilg Decl. 18).

11. The Parties also agree that all parties shall bear their own attorney's fees and costs. The Court shall retain jurisdiction to enforce the terms of the Settlement Agreement.

IT IS SO STIPULATED.

Dated: July 17, 2025

Gordon Rees Scully Mansukhani, LLP

By /s/ Kevin R. Allen

Kevin R. Allen
Mollie M. Burks
Attorneys for Defendant Envision Motors

Dated: July 17, 2025

ILG Legal Office, P.C.

By /s/ Stephen Noel Ilg

Stephen Noel Ilg
Nicolas Jupillat
Attorneys for Plaintiffs
Phu Pham, Jon Finister, and Adrian Cruz

[PROPOSED] ORDER

FOR GOOD CAUSE SHOWN, and based on the foregoing stipulation of the Parties and their signed Settlement Agreement, it is hereby ORDERED that:

1. This action and all cause of action alleged therein (including all PAGA claims) are hereby dismissed in their entirety. The dismissal is with prejudice as to Plaintiffs Phu Pham, Jon Finister, and Adrian Cruz. The dismissal is without prejudice as to others, including any other allegedly aggrieved employees.

2. All parties shall bear their own attorney's fees and costs.

3. The Court shall retain jurisdiction to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____, 2025

HONORABLE CHARLES F. ADAMS

ILG Legal Office, P.C.
Stephen Noel Ilg (SBN 275599)
Nicolas Jupillat (SBN 335559)
156 South Spruce Avenue, Unit 206A
South San Francisco, CA 94080
Tel: (415) 580-2574
Fax: (415) 735-3454
Email: silg@ilglegal.com
Email: njupillat@ilglegal.com

Attorneys for Plaintiffs Phu Pham, Jon Finister, Adrian Cruz, and the Plaintiffs Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

Phu Pham, Jon Finister, Adrian Cruz, on
behalf of themselves,

Plaintiffs,

vs.

Envision MPS Hon Auto, LLC, d/b/a
Envision Motors, a Delaware Limited
Liability Company, and DOES 1 through
100, inclusive,

Defendants.

Case No. 24CV433738

**DECLARATION OF STEPHEN NOEL
ILG IN SUPPORT OF THE PARTIES'
JOINT STIPULATION TO DISMISS
ENTIRE CASE**

Assigned to Honorable Charles F. Adams

**DECLARATION OF STEPHEN NOEL ILG IN SUPPORT OF JOINT
STIPULATION TO DISMISS ENTIRE CASE**

I, Stephen Noel Ilg, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California and before this Court. I am an attorney with ILG Legal Office, P.C., attorneys of record for Phu Pham, Jon Finister, and Adrian Cruz ("Plaintiffs").

2. I have personal knowledge of the matters stated herein and, if called upon to testify as a witness, could and would competently testify thereto.

3. I submit this declaration in support of the Parties' Stipulation to Dismiss Entire Action, including PAGA Claims, pursuant to the Parties' Settlement Agreement. An unredacted copy of the Settlement Agreement will be lodged confidentially for the Court to review as needed. An unredacted copy is also being transmitted to the LWDA.

4. The Parties previously entered into a stipulation to dismiss class claims, arbitrate individual claims, and stay proceedings as to representative PAGA claims on February 14, 2025, which the Court granted on February 20, 2025.

5. A related PAGA case was filed in the Superior Court of California for the County of Los Angeles on September 20, 2023 (Case No. 23PSCV02903), whose settlement was approved by the Court on May 29, 2025. The settlement of the Released PAGA Claims in that related case defines Aggrieved Employees as: "all current and former non-exempt employees employed by Defendants for at least one day during the PAGA Period in California at any time between June 3, 2020, to the date the PAGA settlement is approved."

6. The Plaintiffs' representative PAGA claims were brought on behalf of all non-exempt employees who worked for Defendant in the State of California at any time on or after the date that is one year prior to when the operative complaint was filed, *i.e.*, June 3, 2023, which is one year prior to June 4, 2024, when the Plaintiffs' first amended complaint was filed.

7. The Plaintiffs' representative PAGA claims are precluded by settlement of the related PAGA action whose relevant time period includes that of the Plaintiffs' PAGA claims in this

1 action.

2 8. The Parties completed private mediation on June 12, 2025, and have fully executed an
3 agreement (the “Settlement Agreement”) to resolve all of the named Plaintiffs’ individual claims.

4 9. In accordance with the parties’ signed Settlement Agreement, Plaintiffs seek an Order
5 dismissing this action in its entirety, with prejudice as to the named Plaintiffs’ individual claims,
6 but without prejudice as to the representative PAGA claims. Neither the Parties nor any absent
7 allegedly aggrieved employees under PAGA will incur any prejudice owing to the requested
8 dismissals. Given the arbitration agreement in effect between the Parties, Plaintiffs have made
9 no attempt to certify a plaintiff class; no motions or rulings have been made on the class
10 certification issue; no notice has been required, nor given to any putative class member. The
11 Settlement Agreement and this request for dismissal do not prejudice others’ rights to pursue
12 viable claims.

13 10. Neither Plaintiffs nor their counsel are aware of any other allegedly aggrieved employee
14 or other individual who wishes to pursue the alleged representative PAGA claims as a lead
15 Plaintiff other than the related case.

16 11. The Plaintiffs served discovery requests. The Parties exchanged information and
17 documents, and engaged in settlement discussions. After an investigation revealed the existence
18 of a prior PAGA settlement which precluded the Plaintiffs’ representative PAGA claims, the
19 Parties entered into a Settlement Agreement to resolve all claims on an individual basis.

20 12. Plaintiffs now seek to dismiss their own claims “with prejudice” and no longer wish to
21 continue with the lawsuit.

22 13. The Settlement Agreement is conditioned on dismissal of the action in its entirety,
23 including dismissal of representative PAGA claims without prejudice, pursuant to Labor Code
24 section 2699(k)(2). The dismissal is not predicated on any undisclosed quid pro quo, and neither
25 Plaintiffs nor their counsel have received any remuneration for dismissing group claims.

26 14. The requested dismissal of representative PAGA claims is furthermore without prejudice
27 to others and, thus, will not compromise the absent PAGA class members’ interests.

28 15. The Parties’ agreement to resolve Plaintiffs’ claims comports with the overarching public

1 policy in favor of settlement. The Parties have resolved a matter that was not yet set to go to trial
2 and resolved it on terms acceptable to both sides. It is further clear that neither Plaintiffs nor their
3 counsel have received any remuneration for dismissing the group allegations. Most significantly,
4 Plaintiffs were not able to pursue their class claims due to the arbitration agreement in effect
5 between the Parties, neither are Plaintiffs able to pursue PAGA claims, which are precluded by a
6 prior PAGA settlement of a related case.

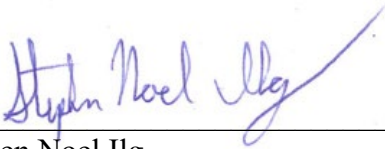
7 16. Plaintiffs seek to dismiss the PAGA allegations without prejudice as to others, so entry of
8 the Proposed Order submitted herewith will not have any impact on any absent putative PAGA
9 class members.

10 17. The Settlement does not affect any other individuals' right or the LWDA's right to bring
11 claims, including PAGA claims. Thus, the settlement at issue would bar the named Plaintiffs from
12 pursuing a PAGA claim but not anyone else, notwithstanding the preclusive effect of the
13 previously approved PAGA settlement in a related matter.

14 18. The Settlement Agreement does not attempt to release the claims of any absent aggrieved
15 employees and thus does not recover any civil penalties for them.

16
17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct.

19 Executed on this 17th day of July 2025, at South San Francisco, California.

20
21 

22 _____
23 Stephen Noel Ilg
24 Attorneys for Plaintiffs Phu Pham, Jon Finister,
25 and Adrian Cruz
26
27
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