PRIVATE ATTORNEY GENERAL ACT (LABOR CODE SECTION 2698 ET SEQ.) SETTLEMENT AGREEMENT AND LIMITED RELEASE

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Mike Safouri ("Plaintiff"), acting in a private attorney general capacity, and Defendants Allison Bavarian (dba BMW of Mountain View); AN CJ Valencia, Inc.; AN Fremont Luxury Imports, Inc. (dba BMW of Fremont); AN Imports of Stevens Creek, Inc. (dba MINI of Stevens Creek); AN Luxury Imports of San Diego, Inc. (dba BMW of Carlsbad and BMW Encinitas); AN San Jose Luxury Imports, Inc. (dba Mercedes-Benz of Stevens Creek); AutoNation Volvo Cars San Jose; AutoNation Collision Center Stevens Creek; Auto Car, Inc. (dba AutoNation Honda Roseville, AutoNation Honda Roseville Pre-Owned, and AutoNation Collision Center Sacramento); Auto Company XIX, Inc. (dba Porsche Irvine); Auto Company XXII, Inc. (dba Mercedes-Benz of San Jose and Smart Center San Jose); Auto Company XXIII, Inc. (dba AutoNation Chrysler Dodge Jeep Ram Valencia); Auto Mission Ltd. (dba AutoNation Toyota Hayward); Bargain Rent-A-Car (dba Lexus of Cerritos); Buena Park Luxury Imports, Inc. (dba BMW Buena Park); CIG Financial LLC (dba AutoNation Financial Services); Carwell, LLC (dba Mercedes-Benz of South Bay and Jaguar Land Rover South Bay); Costa Mesa Cars, Inc. (dba AutoNation Honda Costa Mesa); Edgren Motor Company, Inc. (dba AutoNation Honda Fremont); Fit Kit, Inc. (dba AutoNation Toyota Buena Park); House of Imports, Inc. (dba House of Imports); Irvine Imports, Inc. (dba AutoNation Toyota Irvine); Joe MacPherson Ford (dba AutoNation Ford Tustin); Joe MacPherson Infiniti (dba AutoNation Infiniti Tustin); Magic Acquisition Corp. (dba AutoNation Ford Valencia); Mr. Wheels, Inc. (dba AutoNation Toyota Cerritos); Newport Beach Cars, LLC, (dba Newport Auto Center, Porsche Newport Beach, and Bentley Newport Beach); Peyton Cramer Automotive (dba AutoNation Acura South Bay); Peyton Cramer Ford (dba AutoNation Ford Torrance); Prime Auto Cosmetics, Inc. (dba AutoNation Reconditioning Services, AutoNation Marketplace Services Company, AN Reconditioning Services Roseville, AN Reconditioning Services Gardenia, AN Collision Center Roseville, AN Collision Center Fremont, AN Collision Center South Bay, LA Collision Center Long Beach, AN Collision Center Costa Mesa, and AutoNation We'll Buy Your Car); Prime Auto Resources, Inc. (dba AutoNation Auto Auction, AutoNation Auto Auction Orlando, AutoNation Auto Auction Houston, and AutoNation Auto Auction Atlanta; AutoNation Auto Action Los Angeles); RepairSmith, Inc. (dba AutoNation Mobile Service); Roseville Motor Corporation (dba AutoNation Chrysler Dodge Jeep Ram Roseville); Stevens Creek Luxury Imports, Inc. (dba AutoNation Maserati Stevens Creek and AutoNation Alfa Romeo Stevens Creek); Stevens Creek Motors, Inc. (dba AutoNation Acura Stevens Creek); Valencia B. Imports, Inc. (dba Valencia BMW); Vanderbeek Motors, Inc. (dba AutoNation Subaru Roseville and BMW of Roseville,); Vince Wiese Chevrolet, Inc. (dba AutoNation Chevrolet Valencia); VistaCal Luxury Imports, Inc.(dba BMW of Vista); Creekside Imports, Inc. (dba AutoNation Hyundai Valencia); Imports on Paseo Del Norte, Inc. (dba AutoNation Subaru Carlsbad); Country Drive CDJR Motors, Inc. (dba AutoNation Chrysler Dodge Jeep Ram and FIAT Carlsbad); CarCountry Motors, Inc. (dba AutoNation Mazda Carlsbad); CarCountry VW Imports, Inc. (dba AutoNation Volkswagen Carlsbad); HYG Country Drive Imports, Inc. (dba AutoNation Hyundai Carlsbad); Mr. Wheels Solutions, LLC (collectively "Defendants"). (Plaintiffs and Defendants are collectively referred to as the "Parties").

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

1. DEFINITIONS.

1.1. "Action" means Plaintiff Mike Safouri's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Mike Safouri v. Joe MacPherson Ford dba AutoNation Ford Tustin, et al.* Los Angeles Cty. Sup. Ct. Case No. 24STCV19533, initiated on August 5, 2024, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means the neutral entity chosen by PAGA Counsel to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Amended Complaint" or the "Operative Complaint" refers to the First Amended Representative Action Complaint that Plaintiff has agreed to file that will include the 46 other AutoNation-affiliated dealership entities that operated in California during the PAGA Period and all claims and theories alleged in the other 19 pending PAGA matters against the Released Parties.

1.5. "Amended PAGA Letter" refers to the amended LWDA PAGA letter that Plaintiff has agreed to file that will include the 46 other AutoNation-affiliated dealership entities that operated in California during the PAGA Period and all claims and theories alleged in the other 19 pending PAGA matters against the Released Parties.

1.6. "Aggrieved Employees" consist of all current and former employees, both exempt and non-exempt, who worked for Defendants in California at any time during the PAGA Period.

1.7. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.8. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.9. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

1.10. "Court" means the Superior Court of California, County of Los Angeles.

1.11. "Defense Counsel" means Christopher C. Hoffman and Courtney West of the law firm of Fisher & Phillips LLP.

1.12. "Effective Date" means the date upon which the Court signs an Order approving the Settlement.

1.13. "Gross PAGA Settlement Amount" is the non-reversionary sum of One Million One Hundred Thousand Dollars ($1,100,000), which represents the total amount payable under this Settlement Agreement by Defendants, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiffs' attorneys' fees and costs, payment of Plaintiffs' enhancement payments, and payment to the Settlement Administrator for administration costs.

1.14. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.15. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.16. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.17. "LWDA PAGA Payment" means the 65% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

1.18. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.19. "PAGA Counsel" means Kyle C. Worrell of the law firm of Worrell Law Firm, APC, and Joel B. Young of the law firm The Tidrick Law Firm, the attorneys representing Plaintiff in the Action.

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

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

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

other counsel in the other 19 pending PAGA cases, if they appear and file motions for reimbursement of reasonable attorneys' fees and expenses in their respective cases.

1.22. "PAGA Payment" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) attorneys' fees up to one third of the Gross PAGA Settlement Amount, though PAGA Counsel will only seek $250,000.00 in fees, and the remainder shall be available to be sought by counsel in the other 19 pending PAGA cases, if they appear and file motions for fees for work done in their respective cases; the fees for all of the counsel in all of the other pending PAGA cases shall be awarded based on lodestar as a percentage of the $116,666.67 remainder, i.e., the difference between 1/3 of the PGSA and the fees to be sought by PAGA counsel; (b) Plaintiffs' litigation expenses of up to $25,000.00 and other counsel's costs up to an additional $25,000.00 ($50,000.00 total); (c) Plaintiffs' enhancement payment up to $10,000.00; (d) an additional $75,000 set aside for enhancement payments to be sought by motion from counsel in one or several of the other pending PAGA cases ($5,000 per individual max) and (e) settlement administration costs up to $25,000.00. In the event no other counsel requests a percentage of the $116,666.67 remainder of attorneys' fees, then PAGA Counsel may seek the entire amount of attorneys' fees currently estimated at $366,666.67. In the event no other enhancement payments or costs are sought by counsel other than PAGA counsel, or to the extent less than the full amount set aside for other counsel's enhancement payments or costs is sought, the remainder shall revert back to the portion of the PAGA Payment that has been allocated to the LWDA and the Aggrieved Employees set forth in section 3.2.4.

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

1.24. "PAGA Period" means the period from September 12, 2022, through the Approval Order;

1.25. "Released PAGA Claims" means the claims being released by the State of California, Plaintiff, and PAGA Counsel and as described in Paragraph 5.1 below.

1.26. "Released Parties" means Defendants and their former, present and future owners, parents, and subsidiaries, and all of their current, former and future officers, directors, members, managers, partners, shareholders, joint venturers, successors, assigns, accountants, insurers, or legal representatives.

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

2. RECITALS

2.1. On August 5, 2024, Plaintiff commenced the Action by filing a Representative Action Complaint against Joe MacPherson Ford dba AutoNation Ford Tustin, et al. alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, et seq.] ("Action") in the Superior Court of the State of California, Los Angeles, Case No. 24STCV19533.

2.2. On December 9, 2025, the Parties participated in an all-day mediation presided over by Craig Ackermann. At the mediation, each side, represented by its respective counsel, was able to agree to globally settle the Action which was memorialized in the form of a Memorandum of Understanding.

3. MONETARY TERMS.

3.1. Gross PAGA Settlement Amount. Defendants promise to pay $1,100,000 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, Service Payments to Plaintiffs, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendants have no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendants.

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

3.2.1 To Plaintiffs: Service Payments to Plaintiff of not more than $10,000 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee). An additional $75,000 shall be set aside from the Gross PAGA Settlement Amount for service awards to be sought by motion from counsel in one or several of the other pending PAGA cases ($5,000 per individual max), which shall be sought if/when other counsel file a motion for fees and costs in this case. As part of the motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Service Payment. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the PAGA Payment. The Administrator will pay the Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Service Payment.

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

3.2.2 To Counsel: Attorneys' fees up to one third of the Gross PAGA Settlement Amount, which is currently estimated to be $366,666.67, though PAGA Counsel will only seek $250,000.00 in fees, and the remainder shall be available to be sought by counsel in the other 19 pending PAGA cases, if they appear and file motions for fees for work done in their respective cases; the fees for all of the counsel in all of the other pending PAGA cases shall be awarded based on lodestar as a percentage of the $116,666.67 remainder, i.e., the difference between 1/3 of the Gross PAGA Settlement Amount and the fees to be sought by PAGA counsel, and PAGA Counsel Litigation Expenses Payment of not more than $25,000 and other counsel's costs not more than an additional $25,000. In the event no other counsel requests a percentage of the $116,666.67 remainder of attorneys' fees, then PAGA Counsel may seek the entire amount of attorneys' fees currently estimated at $366,666.67. If the Court approves a Counsel Fees Payment and/or a Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Counsel Fee Payment and/or Counsel Litigation Expenses Payment. The Administrator will pay the Counsel Fees Payment and Counsel Expenses Payment using one or more IRS 1099 Forms. Counsel assumes full responsibility and liability for taxes owed on the Counsel Fees Payment and the Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $25,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $25,000, the Administrator will retain the remainder in the PAGA Payment.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than $573,333,33 to be paid from the Gross PAGA Settlement Amount, with 65% (no less than $372,666,66) allocated to the LWDA PAGA Payment and 35% (no less than $200,666.67) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

allocate the remainder to the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Defendants estimate there are 7,800 Aggrieved Employees who worked a total of 305,000 PAGA Pay Periods during the PAGA Period, as of December 9, 2025.

4.2. Aggrieved Employee Data. Within fourteen (14) days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross PAGA Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.

4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendants fund the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Service Payments, the Administration Expenses Payment, PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

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

5. **RELEASES OF CLAIMS.** Upon approval of the Settlement and full funding of the Gross Settlement Amount, the State of California, Plaintiff, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees and State of California:

All Aggrieved Employees are deemed to release Defendants from all "Released PAGA Claims." "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Amended Complaint, and the Amended PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the PAGA Period. The release expressly includes PAGA penalties premised on violation of California Labor Code Sections §§ 96(k), 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204 (a), 204 (b), 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, 213 (d), 221, 222, 222.5, 223, 224, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 351, 353, 403, 404(b), 432.2, 432.5, 432.7, 435, 450, 511, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174(c) and (d), 1197.5, and 1198, 1198.3(b), 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1771,

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

1774, 1776, 1777.5, 1811, 1815, 2651, 2673, 2673.1(a), 2695.2, 2801, 2806, 2810, 2929(b), 3073.6, 6310, 6311, and 6399.7, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) that are based on the facts of the Amended Complaint and the Amended PAGA Notice submitted by Plaintiff to the LWDA that occurred during the PAGA Period, and expressly excluding all other claims, including Plaintiffs' Individual Settlement Payments which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period.

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

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. PAGA Counsel will also be responsible for delivering the Court's Order approving the settlement to the Administrator.

6.2 Responsibilities of PAGA Counsel and Defense Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60)

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion.

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

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. PAGA Counsel has selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. PAGA Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. CONTINUING JURISDICTION OF THE COURT.

8.1. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

9. APPEALLATE ISSUES.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the PAGA Payment.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendants expressly deny all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Craig Ackermann, for resolution.

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

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

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

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

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

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

10.11 Confidentiality. Plaintiffs, PAGA Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Approval of the PAGA Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

seeking such information. Plaintiffs, PAGA Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Approval of the PAGA Settlement, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. PAGA Counsel and Defense Counsel shall not post or report anything regarding the settlement or the claims of Plaintiffs or the Aggrieved Employees on their websites or through social media.

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

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

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

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

To Plaintiff:

Kyle C. Worrell
kcw@worrell-law.com
WORRELL LAW FIRM, APC

1717 Old Tustin Avenue, Unit E

Santa Ana, CA 92706
Phone: (657)232-1450
Facsimile: (657)232-1430

Joel B. Tidrick
jby@tidricklaw.com
THE TIDRICK LAW FIRM LLP
1990 N. California Blvd., 8th Floor
Walnut Creek, CA 94596
Phone: (510) 788-5100
Facsimile: (510) 291-3226

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

To Defendant: **FISHER & PHILLIPS LLP**
Christopher C. Hoffman
E-Mail: choffman@fisherphillips.com
Courtney West
E-Mail: cwest@fisherphillips.com
4747 Executive Drive, Suite 1000
San Diego, California 92121
Telephone: (858) 597-9610
Facsimile: (858) 597-9601

10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 No Other Pending Claims. Plaintiffs represent that they do not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of their alleged employment with Defendants, or otherwise related to Defendants.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 07 / 17 / 2026

Plaintiff Mike Safouri

Dated: Jun 5, 2026

Defendant Allison Bavarian, dba BMW of Mountain View
By: P.J. Roshan
Its: General Manager

Dated: 7/10/2026

Defendant AN CJ Valencia, Inc.
By: Thomas Mila
Its: Assistant Secretary

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

Dated: Jun 11, 2026

BRIAN TAM (Jun 11, 2026 16:13:47 PDT)

Defendant AN Fremont Luxury Imports, Inc.,
dba BMW of Fremont
By: Brian Tam
Its: General Manager

Dated: Jun 13, 2026

Joseph Malek (Jun 13, 2026 13:35:16 PDT)

Defendant AN Imports of Stevens Creek, Inc.,
dba MINI of Stevens Creek
By: Joseph Malek
Its: General Manager

Dated: Jun 13, 2026

Jessica Morejon (Jun 13, 2026 13:53:21 PDT)

Defendant AN Luxury Imports of San Diego, Inc.,
dba BMW of Carlsbad and BMW Encinitas
By: Jessica Morejon
Its: General Manager

Dated: Jun 16, 2026

Toby Huey (Jun 16, 2026 13:29:40 PDT)

Defendant AN San Jose Luxury Imports, Inc.
dba Mercedes-Benz of Stevens Creek
By: Toby Huey
Its: General Manager

Dated: Jun 16, 2026

ASLAM EBRAT (Jun 16, 2026 14:57:14 PDT)

Defendant AutoNation Volvo Cars San Jose
By: Aslam Ebrat
Its: General Manager

Dated: Jun 16, 2026

Micah Schulte (Jun 16, 2026 15:07:56 PDT)

Defendant AutoNation Collision Center Stevens Creek
By: Micah Schulte
Its: General Manager

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

Dated: Jun 16, 2026

Ryan nelson (Jun 16, 2026 18:28:50 EDT)

Defendant Auto Car, Inc.
dba AutoNation Honda Roseville,
AutoNation Honda Roseville Pre-Owned, and
AutoNation Collision Center Sacramento
By: Ryan Nelson
Its: General Manager

Dated: Jun 16, 2026

Dan COmouche
Dan COmouche (Jun 16, 2026 15:37:13 PDT)

Defendant Auto Company XIX, Inc.,
dba Porsche Irvine
By: Dan Comouche
Its: General Manager

Dated: Jun 16, 2026

Iyad suboh
Iyad suboh (Jun 16, 2026 16:36:53 PDT)

Defendant Auto Company XXII, Inc.
dba Mercedes-Benz of San Jose and
Smart Center San Jose
By: Iyad Suboh
Its: General Manager

Dated: Jun 16, 2026

james garwick (Jun 16, 2026 17:47:34 PDT)

Defendant Auto Company XXIII, Inc.
dba AutoNation Chrysler Dodge Jeep Ram Valencia
By: James Garwick
Its: General Manager

Dated: Jun 17, 2026

Dylan Gruett
Dylan Gruett (Jun 17, 2026 08:48:02 PDT)

Defendant Auto Mission Ltd.
dba AutoNation Toyota Hayward
By: Dylan Gruett
Its: General Manager

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

Dated: Jun 17, 2026

Brian Walker
Brian Walker (Jun 17, 2026 09:41:06 PDT)

Defendant Bargain Rent-A-Car
dba Lexus of Cerritos
By: Brian Walker
Its: General Manager

Dated: Jun 17, 2026

Cole Bernards
Cole Bernards (Jun 17, 2026 15:22:23 PDT)

Defendant Buena Park Luxury Imports, Inc.,
dba BMW Buena Park
By: Cole Bernards
Its: General Manager

Dated: 7/10/2026

Defendant CIG Financial LLC
dba AutoNation Financial Services
By: Thomas Mila
Its: Authorized Agent

Dated: Jun 17, 2026

Mark Akbar (Jun 17, 2026 15:36:55 PDT)

Defendant Carwell, LLC
dba Mercedes-Benz of South Bay and,
Jaguar Land Rover South Bay
By: Mark Akbar
Its: General Manager

Dated: _____

Defendant Costa Mesa Cars, Inc.
dba AutoNation Honda Costa Mesa
By: Edward Dooner
Its: General Manager

Dated: _____

Defendant Edgren Motor Company, Inc.
dba AutoNation Honda Fremont
By: Viet "JT" Tran
Its: General Manager

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

Dated: _____

Defendant Bargain Rent-A-Car
dba Lexus of Cerritos
By: Brian Walker
Its: General Manager

Dated: _____

Defendant Buena Park Luxury Imports, Inc.,
dba BMW Buena Park
By: Cole Bernards
Its: General Manager

Dated: 7/10/2026

Defendant CIG Financial LLC
dba AutoNation Financial Services
By: Thomas Mila
Its: Authorized Agent

Dated: _____

Defendant Carwell, LLC
dba Mercedes-Benz of South Bay and,
Jaguar Land Rover South Bay
By: Mark Akbar
Its: General Manager

Dated: Jun 18, 2026

Edward Dooner
Edward Dooner (Jun 18, 2026 11:16:35 PDT)

Defendant Costa Mesa Cars, Inc.
dba AutoNation Honda Costa Mesa
By: Edward Dooner
Its: General Manager

Dated: Jun 19, 2026

Viet Tran
Viet Tran (Jun 19, 2026 11:35:08 PDT)

Defendant Edgren Motor Company, Inc.
dba AutoNation Honda Fremont
By: Viet "JT" Tran
Its: General Manager

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

Dated: Jun 18, 2026

Lance Hammond
Lance Hammond (Jun 18, 2026 10:38:29 PDT)

Defendant Fit Kit, Inc.
dba AutoNation Toyota Buena Park
By: Lance Hammond
Its: General Manager

Dated: Jun 18, 2026

Kevin Oliff

Defendant House of Imports, Inc.
dba House of Imports
By: Kevin Oliff
Its: General Manager

Dated: Jun 27, 2026

Chet Spreen
Chet Spreen (Jun 27, 2026 16:26:19 PDT)

Defendant Irvine Imports, Inc.
dba AutoNation Toyota Irvine
By: Chet Spreen
Its: General Manager

Dated: Jun 24, 2026

Chris Greco
Chris Greco (Jun 24, 2026 06:33:19 HST)

Defendant Joe MacPherson Ford,
dba AutoNation Ford Tustin
By: Chris Greco
Its: General Manager

Dated: Jul 8, 2026

Ellen Leung
Ellen Leung (Jul 8, 2026 12:34:13 PDT)

Defendant Joe MacPherson Infiniti
dba AutoNation Infiniti Tustin
By: Ellen Leung
Its: General Manager

Dated: Jun 19, 2026

Shawn Clancy (Jun 19, 2026 08:19:05 PDT)

Defendant Magic Acquisition Corp.
dba AutoNation Ford Valencia
By: Shawn Clancy
Its: General Manager

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

Dated: Jun 18, 2026

Mitch Merten (Jun 18, 2026 21:42:51 PDT)

Defendant Mr. Wheels, Inc.,
dba AutoNation Toyota Cerritos
By: Mitchell Merten
Its: General Manager

Dated: 7/10/2026

Defendant Mr. Wheels Solutions, LLC
dba AutoNation Insurance Solutions
By: Thomas Mila
Its: Authorized Agent

Dated: _____

Defendant Newport Beach Cars, LLC,
dba Newport Auto Center,
Porsche Newport Beach,
and Bentley Newport Beach
By: Tim Tauber
Its: General Manager

Dated: Jul 10, 2026

david mohammad
david mohammad (Jul 10, 2026 09:31:37 PDT)

Defendant Peyton Cramer Automotive
dba AutoNation Acura South Bay
By: David Mohammed
Its: General Manager

Dated: Jun 18, 2026

Zachary Vasquez (Jun 18, 2026 10:41:03 PDT)

Defendant Peyton Cramer Ford
dba AutoNation Ford Torrance
By: Zack Vasquez
Its: General Manager

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

Dated: 7/10/2026

Defendant Prime Auto Cosmetics, Inc.,
dba AutoNation Reconditioning Services,
AutoNation Marketplace Services Company,
AN Reconditioning Services Roseville,
AN Reconditioning Services Gardenia,
AN Collision Center Roseville,
AN Collision Center Fremont,
AN Collision Center South Bay,
LA Collision Center Long Beach,
AN Collision Center Costa Mesa, and
AutoNation We'll Buy Your Car
By: Thomas Mila
Its: Assistant Secretary

Dated: 7/10/2026

Defendant Prime Auto Resources, Inc.
dba AutoNation Auto Auction,
AutoNation Auto Auction Orlando,
AutoNation Auto Auction Houston,
AutoNation Auto Auction Atlanta;
AutoNation Auto Action Los Angeles
By: Thomas Mila
Its: Assistant Secretary

Dated: 7/10/2026

Defendant RepairSmith, Inc.
By: Thomas Mila
Its: Assistant Secretary

Dated: Jul 7, 2026

Alicia Egan (Jul 7, 2026 12:50:44 PDT)

Defendant Roseville Motor Corporation
dba AutoNation Chrysler Dodge Jeep Ram Roseville
By: Alicia Egan
Its: General Manager

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

Dated: 7/10/2026

Defendant Stevens Creek Luxury Imports, Inc.
dba AutoNation Maserati Stevens Creek and
AutoNation Alfa Romeo Stevens Creek
By: Thomas Mila
Its: Assistant Secretary

Dated: Jul 7, 2026

Giovanni Barboza
Giovanni Barboza (Jul 7, 2026 15:45:56 PDT)

Defendant Stevens Creek Motors, Inc.,
dba AutoNation Acura Stevens Creek
By: Giovanni Barboza
Its: General Manager

Dated: Jun 18, 2026

vivek pravin
vivek pravin (Jun 18, 2026 10:46:53 PDT)

Defendant Valencia B. Imports, Inc.
dba Valencia BMW
By: Vivek "Vick" Pravin
Its: General Manager

Dated: Jun 18, 2026

Leslie Braner (Jun 18, 2026 10:40:00 PDT)

Defendant Vanderbeek Motors, Inc.
dba AutoNation Subaru Roseville and, BMW of Roseville
By: Les Braner
Its: General Manager

Dated: Jun 18, 2026

Michael Gade
Michael Gade (Jun 18, 2026 10:41:53 PDT)

Defendant Vince Wiese Chevrolet, Inc.
dba AutoNation Chevrolet Valencia
By: Mike Gade
Its: General Manager

Dated: 7/10/2026

Defendant VistaCal Luxury Imports, Inc.,
dba BMW of Vista
By: Thomas Mila
Its: Assistant Secretary

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

Dated: Jun 24, 2026

Monie Jensen (Jun 24, 2026 08:50:01 PDT)

Defendant Creekside Imports, Inc.
dba AutoNation Hyundai Valencia
By: Monrad "Monie" Jensen
Its: General Manager

Dated: Jun 18, 2026

Nathan Thompson (Jun 18, 2026 12:26:58 PDT)

Defendant Imports on Paseo Del Norte, Inc.
dba AutoNation Subaru Carlsbad
By: Nathan Thompson
Its: General Manager

Dated: Jun 18, 2026

Mathew Van Lierop (Jun 18, 2026 11:24:19 PDT)

Defendant Country Drive CDJR Motors, Inc.
dba AutoNation Chrysler Dodge Jeep Ram and FIAT Carlsbad
By: Matt Van Lierop
Its: General Manager

Dated: Jun 18, 2026

Chase Noriega (Jun 18, 2026 15:43:05 PDT)

Defendant CarCountry Motors, Inc.
dba AutoNation Mazda Carlsbad
By: Charles "Chase" Noriega
Its: General Manager

Dated: Jun 18, 2026

Val Naz (Jun 18, 2026 10:45:57 PDT)

Defendant CarCountry VW Imports, Inc.
dba AutoNation Volkswagen Carlsbad
By: Val Naz
Its: General Manager

Dated: Jun 18, 2026

Jim Trotter (Jun 18, 2026 11:12:32 PDT)

Defendant HYG Country Drive Imports, Inc.
dba AutoNation Hyundai Carlsbad
By: Jim Trotter
Its: General Manager

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

As to form only:

Dated 07 / 19 / 2026

Kyle C. Worrell
Worrell Law Firm, APC
Attorney for Plaintiff Mike Safouri

As to form only:

Dated July 10, 2026

Christopher C. Hoffman
Courtney West
Fisher & Phillips LLP
Attorneys for Defendants

Doc ID: dd8ce28b83e23d82b24c918705e56a888dd4a54f

Dropbox Sign

Audit trail

Title	Safouri v. Joe MacPherson Ford - Settlement Agreement
File name	2026-07-10%20-%20...efs%20Only%29.pdf
Document ID	dd8ce28b83e23d82b24c918705e56a888dd4a54f
Audit trail date format	MM / DD / YYYY
Status	Signed

This document was requested from app.clio.com

Document History

SENT	**07 / 16 / 2026** 22:27:24 UTC	Sent for signature to Mike Safouri (PAGA) (webtabmike@gmail.com) and Kyle Worrell (kcw@worrell-law.com) by services@clio.com acting on behalf of mav@worrell-law.com IP: 68.5.14.123
VIEWED	**07 / 16 / 2026** 22:44:16 UTC	Viewed by Mike Safouri (PAGA) (webtabmike@gmail.com) IP: 174.233.238.75
SIGNED	**07 / 17 / 2026** 16:11:06 UTC	Signed by Mike Safouri (PAGA) (webtabmike@gmail.com) IP: 47.181.48.70
VIEWED	**07 / 20 / 2026** 00:08:03 UTC	Viewed by Kyle Worrell (kcw@worrell-law.com) IP: 70.170.195.30
SIGNED	**07 / 20 / 2026** 00:08:13 UTC	Signed by Kyle Worrell (kcw@worrell-law.com) IP: 70.170.195.30
	07 / 20 / 2026 00:08:13 UTC	The document has been completed.

Dropbox Sign

Audit trail

Title	Safouri v. Joe MacPherson Ford - Settlement Agreement
File name	2026-07-10%20-%20...efs%20Only%29.pdf
Document ID	dd8ce28b83e23d82b24c918705e56a888dd4a54f
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History

COMPLETED