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11 BRIDGESTONE RETAIL OPERATIONS, LLC
12 (Additional attorneys for parties on following page)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ISABELLA ESCARCEGA, as an individual
and on behalf and all other aggrieved
employees,

Plaintiff,

vs.

BRIDGESTONE RETAIL OPERATIONS,
LLC., a Delaware limited liability company,
and DOES 1 through 100, inclusive,

Defendants.

CASE No.: 24STCV23201

PAGA SETTLEMENT AGREEMENT

ASSIGNED TO THE HONORABLE STEVEN
COCHRAN
DEPT. 16

Date Action Filed: September 9, 2024
Trial Date: None Set

ATTORNEYS FOR PLAINTIFF

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1 This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Isabella
2 Escarcega (“Plaintiff”) and defendant Bridgestone Retail Operations, LLC (“Defendant”). The
3 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

4 **I. DEFINITIONS**

5 1.1 “Action” means the Plaintiff’s Complaint asserting a single cause of action for Civil
6 Penalties under the Private Attorneys General Act (Labor Code section 2698 et seq.) and alleging
7 wage and hour violations against Defendant captioned *Isabella Escarcega, as an individual and on*
8 *behalf and all other aggrieved employees, vs. Bridgestone Retail Operations, LLC, et al.* initiated
9 on September 9, 2024 to be amended by Plaintiff in accordance with this Settlement, and pending
10 in Superior Court of the State of California, County of Los Angeles.

11 1.2 “Administrator” means Apex Class Action, LLC, the neutral entity the Parties have
12 agreed to appoint to administer the Settlement.

13 1.3 “Administration Expenses Payment” means the amount the Administrator will be
14 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
15 with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of
16 this Settlement.

17 1.4 “Aggrieved Employee” means all current and former non-exempt employees who
18 have worked, or continue to work, for Defendant in California during the PAGA Period.

19 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in
20 Defendant’s possession, using Defendant’s human resources and/or payroll databases as they are
21 maintained in the normal course of business, including the Aggrieved Employee’s name, last-known
22 mailing address, Social Security number and number of PAGA Pay Periods.

23 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and
24 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
25 methods and means including, but not limited to, the National Change of Address database, skip
26 traces and direct contact by the Administrator with Aggrieved Employees.

27 1.7 “Court” means the Superior Court of California, County of Los Angeles.

28 1.8 “Defense Counsel” means Summer Young-Agriesti and Ana Thomas, Young-

1 Agriesti & Thomas, LLP, 7755 Center Avenue, Suite 1100, Huntington Beach, California 92647,
2 (949) 221-8700.

3 1.9 "Effective Date" means the date the last to occur of the following that apply: (a) if
4 no objections to the PAGA Settlement are filed, the date of entry of Order granting approval of the
5 PAGA Settlement; (b) if one or more objections are filed, but no appeal is taken on the Court's order
6 approving the PAGA Settlement, sixty-five (65) calendar days after the date of entry of an order
7 approving the PAGA Settlement or the date on which the time for all appeals from objections to the
8 PAGA Settlement has passed, whichever is later; (c) if there are intervenors to the Action, and if an
9 appeal, review or writ is not sought from the order granting approval of the PAGA Settlement, then
10 upon the expiration date of the time for the filing or noticing of any appeal from, or other challenge
11 to, the order; or (d) if an appeal, review or writ is sought from the order, thirty (30) calendar days
12 after the order is affirmed or the appeal, review or writ is dismissed or denied, or the time for any
13 further appeal has expired, whichever is later, and the order is no longer subject to further judicial
14 review. Prior to the Effective Date of the PAGA Settlement, Defendant will not be required to fund
15 the Settlement, in whole or in part, through the Administrator or any third party. If PAGA Counsel
16 were to appeal a ruling with respect to fees or costs, such appeal shall not affect the Effective Date
17 and the Administrator shall reserve such funds sufficient to cover the dispute. Any subsequent
18 distribution shall be at PAGA Counsel's expense. If the Effective Date falls on a holiday or
19 weekend, the Effective Date shall be the next calendar day. Additionally, the Effective Date shall
20 not occur unless Plaintiff agrees to the general release agreements described in Paragraphs 3.2.4.3,
21 5.1 and 5.1.1.

22 1.10 "Gross Settlement Amount" means \$1,560,000.00 which is the total amount
23 Defendant agrees to pay under the Settlement except as provided in Paragraphs 3.2.4.3 (to provide
24 for payment of two (2) Twenty Thousand Dollar (\$20,000) individual settlement payments, with
25 one going to Plaintiff and one to another former employee of Defendant, who asserts wage and hour
26 claims and is represented by counsel in this case) and 8.2 below (discussing the escalator clause).
27 The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
28 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment,

1 Representative Enhancement Payment, and the Administrator's Expenses Payment.

2 1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
3 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
4 Employee worked during the PAGA Period.

5 1.12 "Order" means the order entered by the Court based upon the Final Approval.

6 1.13 "LWDA" means the California Labor and Workforce Development Agency, the
7 agency entitled, under Labor Code section 2699, subdivision (i).

8 1.14 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA
9 under Labor Code section 2699, subdivision (i).

10 1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following
11 payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel
12 Litigation Expenses Payment, Representative Enhancement Payment, and the Administration
13 Expenses Payment. The remainder is to be paid 35% to Aggrieved Employees as Individual PAGA
14 Payments and 65% to the LWDA as the LWDA PAGA Payment.

15 1.16 "PAGA Counsel" means Paul K. Haines, Sean M. Blakely and Alexandra R.
16 McIntosh of Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA 90245,
17 (424) 292-2350, the attorneys representing the Plaintiff in the Action.

18 1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"
19 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and
20 expenses, respectively, incurred to prosecute the Action.

21 1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
22 worked for Defendant for at least one day during the PAGA Period.

23 1.19 "PAGA Period" means the period from June 21, 2023 through the date the court
24 signs the approval order or earlier, at Defendant's election pursuant to Paragraph 8.2.

25 1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

26 1.21 "PAGA Notices" means Plaintiff's June 21, 2024 letter to defendant Bridgestone
27 Retail Operations, LLC and the LWDA and Plaintiff's amended letter to Defendant and the LWDA
28 providing notice pursuant to *Labor Code* section 2699.3, subdivision (a), which Plaintiff has agreed

1 to submit as part of this Settlement, to amend and include Labor Code provisions, including facts
2 and theories, as follows: (1) Failure to Pay Minimum Wages (Cal. Labor Code §§ 204 (a)-(e), 216
3 (a)-(b), 218.5 (a)-(b), 218.6, 221, 223, 225.5 (a)-(b), 1182.12 (a)-(d), 1194, 1194.2 (a)-(c), 1197,
4 1198 and 1199); (2) Failure To Pay Overtime Compensation (Cal. Labor Code §§ 204 (a)-(e), 510
5 (a)-(c), 511 (a)-(i), 558 (a)-(e), 1194 and 1198); (3) Failure To Provide Meal And Rest Periods (Cal.
6 Labor Code §§ 226.2, 226.7 (a)-(f), 512 (a)-(g), 516 (a)-(b), 558 (a)-(e) and 1198); (4) Sick Leave
7 (Cal. Labor Code §§ 245-249 (5) Inaccurate Paycheck Stubs (Cal. Labor Code §§ 226 (a)-(j) and
8 226.3; (6) Untimely Pay During Employment (Cal. Labor Code § 204 (a)-(e) and 210 (a)-(c)); (7)
9 Failure to Timely Pay Final Wages (Cal. Labor Code §§ 201 (a)-(d), 202 (a)-(d), 203 (a)-(b), and
10 256); (8) Failure To Indemnify for Necessary Business Expenses (Cal. Labor Code §§ 2800, 2802
11 (a)-(d) and 2804); (9) Failure to Maintain Accurate Records (Cal. Labor Code 558 (a)-(e), 1174 (a)-
12 (d) and 1174.5); (10) Failure to Make Records Available for Inspection (Cal. Labor Code 1198.5
13 (a)-(q); (11) Failure to Provide One Days' Rest in Seven (*Labor Code* §§ 551, 552 and 553); (12)
14 Private Attorney General Act (Cal. Labor Code §§ 2698, *et seq.*, 2699, *et seq.* and 2699.3 and 1197.1
15 (a)-(l)); and IWC Wage Orders 4-2001, 7-2001 and 9-2001 (including, but not limited to payment
16 of minimum wages for all hours worked, payment of overtime and double time wages for all
17 overtime and/or double time hours worked, provision of meal and rest breaks, reporting time pay,
18 provision of hand tools, and suitable seating)

19 1.22 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from
20 the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA
21 in settlement of PAGA claims.

22 1.23 "Plaintiff" means plaintiff Isabella Escarcega, the named plaintiff in the Action.

23 1.24 "Approval Order" means the proposed Court Order Granting Approval of PAGA
24 Settlement.

25 1.25 "Released PAGA Claims" means the claims being released by the Plaintiff and
26 PAGA Counsel and as described in Paragraph 5 below.

27 1.26 "Released Parties" means defendant Bridgestone Retail Operations, LLC and each
28 of its former and present parents, directors, officers, managers, employees, operators, doners,

1 shareholders, principals, owners, members, administrators, divisions, fiduciaries, trustees, agents,
2 attorneys, representatives, accountants, auditors, consultants, employees, partners, insurers and
3 reinsurers, predecessors, investors, benefit plans, heirs, successors, assigns, subsidiaries, affiliates
4 and any DBAs.

5 1.27 “Representative Enhancement Payment” means the amount of up to \$5,000.00 that
6 Plaintiff will seek, subject to Court approval, in recognition for their service to the State of California
7 and the PAGA Aggrieved Employees.

8 1.28 “Settlement” means the disposition of the Action effected by this Agreement and the
9 Order Approving same.

10 1.29 “Defendant” means named Defendant Bridgestone Retail Operations, LLC.

11 **II. RECITALS.**

12 2.1 On September 9, 2024, plaintiff Isabella Escarcega commenced the Action by filing
13 a Complaint against defendant Bridgestone Retail Operations, LLC asserting a single cause of action
14 for Civil Penalties under the Private Attorneys General Act (Labor Code section 2698 *et seq.*). In
15 line with the Settlement, Plaintiff will provide an amended written notice to the LWDA and
16 Defendant. Plaintiff also has agreed to file a First Amended Complaint updating the factual
17 allegations and theories set forth in the amended written notice to the LWDA and Defendant.
18 Plaintiff’s Amended LWDA Letter and First Amended Complaint in the Action, will assert wage
19 and hour violations as follows, including facts and theories: (1) Failure to Pay Minimum Wages
20 (Cal. Labor Code §§ 204 (a)-(e), 216 (a)-(b), 218.5 (a)-(b), 218.6, 221, 223, 225.5 (a)-(b), 1182.12
21 (a)-(d), 1194, 1194.2 (a)-(c), 1197, 1198 and 1199); (2) Failure To Pay Overtime Compensation
22 (Cal. Labor Code §§ 204 (a)-(e), 510 (a)-(c), 511 (a)-(i), 558 (a)-(e), 1194 and 1198); (3) Failure To
23 Provide Meal And Rest Periods (Cal. Labor Code §§ 226.2, 226.7 (a)-(f), 512 (a)-(g), 516 (a)-(b),
24 558 (a)-(e) and 1198); (4) Sick Leave (Cal. Labor Code §§ 245-249 (5) Inaccurate Paycheck Stubs
25 (Cal. Labor Code §§ 226 (a)-(j) and 226.3; (6) Untimely Pay During Employment (Cal. Labor Code
26 § 204 (a)-(e) and 210 (a)-(c)); (7) Failure to Timely Pay Final Wages (Cal. Labor Code §§ 201 (a)-
27 (d), 202 (a)-(d), 203 (a)-(b), and 256); (8) Failure To Indemnify for Necessary Business Expenses
28 (Cal. Labor Code §§ 2800, 2802 (a)-(d) and 2804); (9) Failure to Maintain Accurate Records (Cal.

1 Labor Code 558 (a)-(e), 1174 (a)-(d) and 1174.5); (10) Failure to Make Records Available for
2 Inspection (Cal. Labor Code 1198.5 (a)-(q); (11) Failure to Provide One Days' Rest in Seven (*Labor*
3 *Code* §§ 551, 552 and 553); (12) Private Attorney General Act (Cal. Labor Code §§ 2698, *et seq.*,
4 2699, *et seq.* and 2699.3 and 1197.1 (a)-(l)); and IWC Wage Orders 4-2001, 7-2001 and 9-2001
5 (including, but not limited to payment of minimum wages for all hours worked, payment of overtime
6 and double time wages for all overtime and/or double time hours worked, provision of meal and rest
7 breaks, reporting time pay, provision of hand tools, and suitable seating). The First Amended
8 Complaint will be the operative complaint in the Action (the "Operative Complaint"). Defendant
9 denies the allegations in the Operative Complaint, denies any failure to comply with the laws
10 identified in in the Operative Complaint and denies any and all liability for the causes of action
11 alleged.

12 2.2 Pursuant to *Labor Code* section 2699.3, subdivision (a), Plaintiff gave timely written
13 notice to Defendant and the LWDA by sending the PAGA Notices.

14 2.3 On February 3, 2026, the Parties participated in an all-day mediation presided over
15 by Jeff Winikow, which led to this Agreement to settle the Action.

16 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, electronic payroll
17 records and timesheets for a 10% sample of California hourly employees between June 21, 2023
18 and November 24, 2025; paystubs, timesheets and personnel records for the named Plaintiff,
19 relevant handbook and wage and hour policy documents; information regarding the number of
20 current and former non-exempt California employees employed by Defendant between June 21,
21 2023 and extrapolated through the date of the mediation (i.e., February 3, 2026).

22 **III. MONETARY TERMS.**

23 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8.2 below,
24 Defendant promises to pay \$1,560,000.00 and no more as the Gross Settlement Amount. Defendant
25 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1
26 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
27 asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of
28 the Gross Settlement Amount will revert to Defendant.

1 3.2 Payments from the Gross Settlement Amount. The Administrator will make and
2 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
3 Court in the Final Approval:

4 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not than 35%, which is
5 currently estimated to be \$546,000.00, and PAGA Counsel Litigation Expenses Payment of not
6 more than \$40,000.00. Any amounts awarded will constitute complete consideration to PAGA
7 Counsel for all work performed and expenses incurred to date and for all work to be performed and
8 expenses to be incurred through the completion of the Action and its Settlement. Defendant will
9 not oppose requests for Court approval of these payments provided that they do not exceed these
10 amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees
11 Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees
12 Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the
13 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall
14 have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any
15 portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The
16 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment
17 using one or more IRS 1099-MISC Forms, provided that PAGA Counsel provides it with a current,
18 fully completed IRS Form W-9. PAGA Counsel assumes full responsibility and liability for taxes
19 owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment
20 and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy
21 regarding any division or sharing of any of these Payments.

22 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$17,000.00
23 except for a showing of good cause and as approved by the Court. To the extent the Administration
24 Expenses are less or the Court approves payment less than \$17,000.00, the Administrator will retain
25 the remainder in the Net Settlement Amount. The Administrator must provide Defendant with a
26 current, fully completed IRS Form W-9 in the name of the Qualified Settlement Fund pursuant to
27 Paragraph 7.3 (W-9 to be on the current form) and wiring instructions (name, address, account
28 number, routing) no less than 30 days in advance of the funding deadline. The Administrator is

1 required to have a verbal discussion with Defendant's counsel to confirm the account and routing
2 number and to agree to any other reasonable security precautions that Defendant requests in order
3 to confirm the account and routing information and to avoid banking or wire fraud. The
4 Administrator further agrees to timely provide copies of claims administered in this case to
5 Defendant upon demand (i.e., notices, settlement checks, proof of payment such as cancelled checks,
6 etc.).

7 3.2.3 To Plaintiff: Up to \$5,000.00, subject to Court approval, for Plaintiff's
8 Representative Enhancement Payment for her service to the State of California and the PAGA
9 Aggrieved Employees. In the event the Court approves a payment of less than the requested amount,
10 the difference will be added to the Net Settlement Amount. The Settlement Administrator will report
11 this payment on a IRS Form 1099-MISC issued to Plaintiff.

12 3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount will be paid
13 from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35%
14 allocated to the Individual PAGA Payments, pursuant to Labor Code § 2699(i).

15 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA
17 Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
18 multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved
19 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
20 Payment.

21 3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the
22 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will
23 report the Individual PAGA Payments on IRS 1099 Forms.

24 3.2.4.3 A payment to Plaintiff in the amount of Twenty Thousand Dollars (\$20,000) and No
25 Cents (\$20,000.00) and another former employee of Defendant, also in the amount of Twenty
26 Thousand Dollars and No Cents (\$20,000.00) ("General Release Payment") for a release of any and
27 all claims against Defendant and/or the Released Persons (identified below) and agreement to
28 execute and/or endorse the Personal Release contained herein, which includes a release of claims

1 pursuant to California Civil Code section 1542. These releases shall be via a written agreement
2 separate from the present PAGA settlement, however, Plaintiff's separate agreement to these general
3 releases (described in Paragraphs 3.2.4.3, 5.1 and 5.1.1 below) shall be a condition precedent to the
4 Effective Date occurring.

5 **IV. SETTLEMENT FUNDING AND PAYMENTS.**

6 4.1 Aggrieved Employee Pay Periods. Based on a review of its records pulled in advance
7 of mediation, Defendant estimates there were approximately 3,125 Aggrieved Employees employed
8 between approximately June 21, 2023 and February 3, 2026, and based on extrapolation of the data
9 pulled in advance of mediation, the Parties estimate there were approximately 201,273 PAGA Pay
10 Periods between June 21, 2023 and the date of mediation.

11 4.2 Aggrieved Employee Data. Within 45 days of the Effective Date, Defendant will
12 simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a
13 Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator
14 must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only
15 for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved
16 Employee Data to Administrator employees who need access to the Aggrieved Employee Data to
17 effect and perform under this Agreement. The Aggrieved Employee Data shall not be subject to
18 disclosure by the Administrator to PAGA Counsel, except that relevant information may be
19 provided to PAGA Counsel to the extent necessary to address a disputed claim or to respond to a
20 specific inquiry from a PAGA Member. At no time during the settlement process will any PAGA
21 Member's address, telephone number or Social Security Number be filed with the Court by PAGA
22 Counsel or Defendant, except under seal as may be ordered by the Court. The Administrator shall
23 ensure that the Notice and any other communications to PAGA Members shall not include the
24 PAGA Members' Social Security Numbers, except for the last four digits. Defendant has a
25 continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee
26 Data omitted employee identifying information and upon such discovery, to provide corrected
27 Aggrieved Employee Data as soon as reasonably feasible. There is no continuing obligation on the
28 part of Defendant to update contact information for Aggrieved Employees. Without any extension

1 of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator,
2 the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
3 otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
5 Settlement Amount by transmitting the funds to the Administrator no later than 35 days after the
6 Effective Date.

7 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds
8 the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
9 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel
10 Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Representative
11 Enhancement Payment. Disbursement of the PAGA Counsel Litigation and Expenses Payment shall
12 not precede disbursement of Individual PAGA Payments.

13 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send
14 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each
15 check shall prominently state the date (not less than 180 days after the date of mailing) when the
16 check will be voided. The Administrator will cancel all checks not cashed by the void date. Before
17 mailing any checks, the Settlement Administrator must update the recipients' mailing addresses
18 using the National Change of Address Database.

19 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all
20 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.
21 Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS
22 forwarding address provided or to an address ascertained through the Aggrieved Employee
23 Address Search. The Administrator need not take further steps to deliver checks to Aggrieved
24 Employees whose re- mailed checks are returned as undelivered. The Administrator shall
25 promptly send a replacement check to any Aggrieved Employee whose original check was lost or
26 misplaced, requested by the Aggrieved Employee prior to the void date.

27 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
28 and cancelled after the void date, the Administrator shall transmit the funds represented by such

1 checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved
2 Employee.

3 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer
4 any additional benefits or make any additional payments to the Aggrieved Employees (such as
5 401(k) contributions or bonuses) beyond those specified in this Agreement.

6 4.5 Continuing Jurisdiction of the Court to Enforce. Pursuant to *Code of Civil Procedure*
7 section 664.6, the Court shall retain jurisdiction to enforce the terms of this Agreement and to
8 permanently enjoin and forever bar the Aggrieved Employees from instituting or prosecuting any
9 claims against Defendant as described in the "Plaintiff's Release" and "Release by Aggrieved
10 Employees," which were resolved as part of the Settlement.

11 **V. RELEASES OF CLAIMS.**

12 Effective on the date when Defendant fully funds the entire Gross Settlement Amount,
13 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

14 5.1 Plaintiff's Separate Release. In a separate agreement, Plaintiff and her respective former
15 and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
16 administrators, successors and assigns shall agree to irrevocably and unconditionally release and
17 discharge Released Parties from all complaints, claims, liabilities, obligations, promises,
18 agreements, controversies, damages, costs, losses, debts and expenses (including attorneys' fees and
19 costs actually incurred), transactions or occurrences, of any nature whatsoever, including, but not
20 limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained
21 in the Operative Complaint and the PAGA Notices, and the release of any and all claims arising
22 under any of the following, as amended: the National Labor Relations Act ("NLRA"), Title VII of
23 the Civil Rights Act of 1964, Sections 1981 through 1988 of Title 42 of the United States Code, the
24 Employee Retirement Income Security Act of 1974 ("ERISA"), the Americans with Disabilities Act
25 of 1990 ("ADA"), the Fair Labor Standards Act ("FLSA"), the Occupational Safety and Health Act
26 ("OSHA"), the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Genetic
27 Information Nondiscrimination Act ("GINA"), the Family and Medical Leave Act ("FMLA"), the
28 Worker Adjustment and Retraining Notification Act ("WARN"), the California Fair Employment

1 and Housing Act ("FEHA"), the Family and Medical Leave Act of 1993 ("FMLA") and the
2 California Family Rights Act ("CFRA"), the Private Attorneys' General Act ("PAGA"), the
3 California Worker Adjustment and Retraining Notification Act ("Cal-WARN"), the California
4 Business and Professions Code, including the Unfair Competition Law, Cal. Bus. & Prof. Code §
5 17200, the California Minimum Wage Law, the Equal Pay Law for California, the California Labor
6 Code (including specifically, Section 132a) and California Wage Orders, together with any alleged
7 violation of the United States or any state Constitution, any local, state or federal law, regulation or
8 ordinance, and/or public policy, contract or tort or common-law, any claim for injunctive or
9 declaratory relief any violation of the penal code, and any other claim whether cognizable at law or
10 in equity having any bearing whatsoever on Plaintiff's application for employment, employment
11 with, or separation of employment from the Released Parties, which Plaintiff ever had, now have,
12 or shall have, from the beginning of time to the date of the Effective Date ("Plaintiff's Release").
13 Plaintiff's separate Release will not extend to any claims or actions to enforce this Agreement, or to
14 any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
15 workers' compensation benefits that arose at any time. Plaintiff will agree to separately
16 acknowledge that Plaintiff may discover facts or law different from, or in addition to, the facts or
17 law that Plaintiff now know or believe to be true but agrees, nonetheless, that Plaintiff's separate
18 Release shall be and remain effective in all respects, notwithstanding such different or additional
19 facts or Plaintiff's discovery of them.

20 5.1.1 Plaintiff's Separate Waiver of Rights Under Civil Code Section 1542. For purposes of
21 Plaintiff's separate Release, Plaintiff will agree to expressly waive and relinquish the provisions,
22 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

26 Plaintiff Isabella Escarcega will agree to separately acknowledge that she may hereafter
27 discover facts different from or in addition to those which she or her attorneys now know or believe
28 to be true with respect to the matters released in this settlement, and agrees that the release in this

1 paragraph shall be and remain in effect as a full and complete release of all claims, notwithstanding
2 any such different or additional facts.

3 5.2 Release by Plaintiff and Aggrieved Employees:

4 All Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of
5 themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors and assigns, the Released Parties from all civil penalties which are or
7 may be available under or through the PAGA for any violation of the Labor Code, Wage Orders,
8 regulations, and/or any other provisions of state and federal law based on the facts that were alleged,
9 or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
10 Complaint and the PAGA Notices. Any Aggrieved Employee covered by this Agreement will be
11 barred from proceeding with any Released PAGA Claim released by this Agreement. The Aggrieved
12 Employees other than Plaintiff will not be releasing any underlying wage and hour claims through
13 this settlement, only PAGA claims. The Aggrieved Employees will not be provided with the
14 opportunity to opt out of this PAGA settlement and release.

15 5.2 Release by PAGA Counsel:

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

20 **VI. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

21 Plaintiff shall prepare and file an application or motion for approval of this Settlement.

22 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
23 documents necessary for obtaining approval of this Settlement under Labor Code section 2699,
24 subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii)
25 a signed declaration from the Administrator attaching its "not to exceed" bid for administering the
26 Settlement and attesting to its willingness to serve; competency; operative procedures for protecting
27 the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach,
28 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of

1 interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial
2 relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from
3 PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA
4 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
5 (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined
6 version of the parties' Agreement showing all modifications made to the Model Agreement ready
7 for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with
8 Aggrieved Employees and/or the Administrator. Such drafts will be delivered at least 7 days before
9 filing.

10 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
11 responsible for expeditiously finalizing and filing the application or motion for approval of this
12 Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing
13 date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is
14 responsible for delivering the Court's PAGA Settlement Approval Order to the Administrator.

15 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application
16 or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA
17 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
18 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
19 the motion for approval of this Settlement or conditions its approval on any material change to this
20 Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
21 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
22 otherwise satisfy the Court's concerns.

23 **VII. SETTLEMENT ADMINISTRATION.**

24 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action,
25 LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class
26 Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified
27 in this Agreement in exchange for payment of Administration Expenses. The Parties and their
28 Counsel represent that they have no interest or relationship, financial or otherwise, with the

1 Administrator other than a professional relationship arising out of prior experiences administering
2 settlements. Defendant may engage in communications with the Administrator without notice or
3 copies to PAGA Counsel, any Aggrieved Employees, or the Court. PAGA Counsel may engage in
4 communications with the Administrator without notice or copies to Defendant, any Aggrieved
5 Employees, or the Court. In the event that either Defendant or PAGA Counsel take the position that
6 the Administrator is not acting in accordance with the terms of the Agreement, such party shall meet
7 and confer first with opposing counsel and then, if necessary, with the Administrator and/or the
8 Court.

9 7.2 Employer Identification Number. The Administrator shall have and use its own
10 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
11 reports state and federal tax authorities.

12 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
13 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
14 section 468B-1. If practical, the QSF shall be an interest-bearing account at a federally-insured bank
15 that is mutually acceptable to the Parties and the Administrator.

16 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks
17 to be performed or observed by the Administrator contained in this Agreement or otherwise. The
18 Administrator shall specifically agree to provide Defendant, upon reasonable request, with copies
19 of notices, checks and cancelled checks pertaining to any aggrieved employee for two years
20 following disbursement of the settlement.

21 7.5 Explanatory Letter. The Administrator will mail copies of the explanatory letter,
22 which has been approved by the Parties and attached hereto as **Exhibit A**, in English and Spanish,
23 concurrently with the Individual Settlement Payments to all PAGA Aggrieved Employees via First-
24 Class U.S. Mail.

25 **VIII. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**

26 8.1 Based on data pulled in advance of mediation (and extrapolating through the
27 mediation date), Defendant estimates that, there were approximately 3,125 Aggrieved Employees
28 employed between approximately June 21, 2023 and February 3, 2026. The Parties further estimate,

1 based on extrapolation of the data pulled in advance of mediation, that there were approximately
2 201,273 PAGA Pay Periods between June 21, 2023 and the date of mediation.

3 8.2 Escalator Clause. If it is determined the number of pay periods within the PAGA
4 Period exceeds 221,400, then Defendant will have the option to either reduce the scope of the release
5 to fit within the escalator clause (i.e., reducing the release period such that the release period ends
6 on the same date as the ending pay period date prior to which the pay periods exceeded 221,400) or
7 increase the Gross Settlement Amount on a proportional basis for every percent higher than 10%
8 (i.e., if the total is 11% greater than 201,273, the Gross Settlement Amount would be increased by
9 1%).

10 **IX. CONTINUING JURISDICTION OF THE COURT.**

11 The Parties agree that, after entry of Order approving the Settlement, the Court will retain
12 jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this
13 Agreement and/or Order, (ii) addressing settlement administration matters and (iii) addressing such
14 post-Order matters as are permitted by law.

15 9.1 Waiver of Right to Appeal. Provided the Order is consistent with the terms and
16 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
17 Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal
18 from the Order, including all rights to post-order and appellate proceedings, the right to file motions
19 to vacate the Order, motions for new trial, extraordinary writs and appeals. The waiver of appeal
20 does not include any waiver of the right to oppose such motions, writs or appeals. If another party
21 appeals the Order, the Parties' obligations to perform under this Agreement will be suspended until
22 such time as the appeal is finally resolved and the Order becomes final, except as to matters that do
23 not affect the amount of the Net Settlement Amount.

24 **X. ADDITIONAL PROVISIONS.**

25 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This
26 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
27 Agreement is intended or should be construed as an admission by Defendant that any of the
28 allegations in the Operative Complaint have merit or that Defendant have any liability for any claims

1 asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's
2 defenses in the Action have merit. The Parties agree that representative treatment is for purposes of
3 this Settlement only. If for any reason the Court does not approve this Settlement, Defendant
4 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest
5 Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action
6 will have no bearing on, and will not be admissible in connection with, any litigation (except for
7 proceedings to enforce or effectuate the Settlement and this Agreement). The Parties further agree
8 that nothing in this Agreement is deemed to waive or otherwise prevent Defendant from filing a
9 motion to compel individual arbitration, if the Settlement does not become effective for any reason.
10 Plaintiff and PAGA Counsel agree that Defendant retains and reserves these rights, and agree not to
11 argue or present any argument, and hereby waives any argument that, based on this Agreement,
12 Defendant cannot assert any and all potential defenses and privileges if this Action were to proceed.
13 The Parties further agree that nothing in this Agreement is deemed to waive or otherwise prevent
14 Plaintiff from opposing Defendant's motion to compel arbitration or challenge the enforceability of
15 Defendant's arbitration agreement(s).

16 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
17 Agreement together with its attached exhibits shall constitute the entire agreement between the
18 Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants
19 or inducements made to or by any Party.

20 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
21 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
22 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
23 terms, and to execute any other documents reasonably required to effectuate the terms of this
24 Agreement including any amendments to this Agreement.

25 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use
26 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
27 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
28 as requested by the Court. In the event the Parties are unable to agree upon the form or content of

1 any document necessary to implement the Settlement, or on any modification of the Agreement that
2 may become necessary to implement the Settlement, the Parties will seek the assistance of a
3 mediator and/or the Court for resolution.

4 10.5 No Prior Assignments. The Parties separately represent and warrant that they have
5 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
6 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action
7 or right released and discharged by the Party in this Settlement.

8 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel
9 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
10 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
11 10, as amended) or otherwise.

12 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
13 modified, changed or waived only by an express written instrument signed by all Parties or their
14 representatives, and approved by the Court.

15 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
16 to the benefit of, the successors of each of the Parties.

17 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
18 governed by and interpreted according to the internal laws of the state of California, without regard
19 to conflict of law principles.

20 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
21 of this Agreement. This Agreement will not be construed against any Party on the basis that the
22 Party was the drafter or participated in the drafting.

23 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders
24 entered during Action and in this Agreement relating to the confidentiality of information shall
25 survive the execution of this Agreement. Except as provided above to the extent necessary to
26 effectuate the settlement or as required by court or legal process, the Parties and their counsel will
27 keep confidential the facts relating to the existence of this Agreement, negotiations leading to the
28 execution of this Agreement, terms of this Agreement, and alleged factual basis for Plaintiff's

1 claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press
2 conference, publish information about the settlement on any website or through any social media,
3 or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered
4 by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions,
5 Plaintiff's Counsel may reference the Action only by name and case number in a declaration
6 establishing adequacy as class or representative counsel.

7 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
8 Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data
9 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement
10 negotiations, or in connection with the Settlement, may be used only with respect to this Settlement,
11 and no other purpose, and may not be used in any way that violates any existing contractual
12 agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator
13 discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and
14 electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the
15 Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA
16 Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

17 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
18 inserted for convenience of reference only and does not constitute a part of this Agreement.

19 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
20 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
21 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

22 10.15 Notice. All notices, demands or other communications between the Parties in
23 connection with this Agreement will be in writing and deemed to have been duly given as of the
24 third business day after mailing by United States mail, or the day sent by email or messenger,
25 addressed as follows:

26 To Plaintiff: Paul K. Haines of Haines Law Group, APC
27 2155 Campus Drive, Suite 180, El Segundo, CA 90265
28 phaines@haineslawgroup.com

 To Defendant: Summer Young-Agriesti and Ana Thomas, Young-Agriesti &

Thomas, LLP
7755 Center Avenue, Suite 1100, Huntington Beach, CA 92647
(949) 221-8700.
syoun@yatlaw.com
athomas@yatlaw.com

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

10.18 Supersedes Prior Agreements. This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Parties regarding settlement of the Action.

Dated: Mar 3, 2026

By: 
Isabelle Escarcega (Mar 3, 2026 10:10:38 PST)
Plaintiff Isabella Escarcega

Dated: _____, 2026

By: _____

Name: _____
Defendant Bridgestone Retail Operations, LLC

Dated: _____, 2026

Young-Agriesti & Thomas, LLP

Thomas, LLP
7755 Center Avenue, Suite 1100, Huntington Beach, CA 92647
(949) 221-8700.
syoun@yatlaw.com
athomas@yatlaw.com

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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Dated: _____, 2026

By: _____
Plaintiff Isabella Escarcega

Dated: 426, 2026

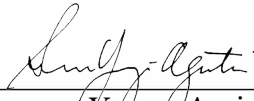
By: 

Name: John Park Asst. General Counsel
Defendant Bridgestone Retail Operations, LLC

Dated: _____, 2026

Young-Agriesti & Thomas, LLP

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By: 
Summer Young-Agriesti
Ana Thomas
Attorneys for Defendant
Bridgestone Retail Operations, LLC

Dated: March 3, 2026

Haines Law Group, APC

By: 
Paul K. Haines
Sean M. Blakely
Alexandra R. McIntosh
Attorneys for Plaintiff