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as an aggrieved employee, and on behalf of  
all other aggrieved employees

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

PAUL JACQUEZ, as an aggrieved  
employee, and on behalf of all other  
aggrieved employees under the Labor Code  
Private Attorneys General Act of 2004,

Plaintiff,

v.

THORSON GMC TRUCK-BUICK MOTOR  
CO., a Delaware Stock Corporation; and  
DOES 1 through 100, inclusive,

Defendant.

CASE NO.: 25STCV24937

[Assigned for all purposes to the Hon.  
Michael Shultz, Dept. 40]

**REPRESENTATIVE ACTION**

**JOINT STIPULATION RE: PAGA  
SETTLEMENT**

Action Filed: August 25, 2025

Trial Date: None Set

1 This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement” or “Settlement  
2 Agreement”) is made by and between plaintiff Paul Jacquez (“Plaintiff”), individually, and on  
3 behalf of the California Labor and Workforce Development Agency and Aggrieved Employees,  
4 on one hand; and defendant Thorson GMC Truck-Buick Motor Co. (“Defendant”), on the other  
5 hand, in the lawsuit entitled *Paul Jacquez v. Thorson GMC Truck-Buick Motor Co., et al.*, filed  
6 in the Los Angeles County Superior Court, Case No. 25STCV24937. Plaintiff and Defendant  
7 shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the  
8 Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject  
9 to the terms and conditions of this Agreement.

10 **1. DEFINITIONS**

11 1.1. “**Action**” means Plaintiff’s PAGA lawsuit, alleging wage and hour violations  
12 against Defendants, captioned *Paul Jacquez v. Thorson GMC Truck-Buick Motor Co., et al.*,  
13 Case No. 25STCV24937, initiated on August 25, 2025, and pending in the Superior Court of the  
14 State of California, County of Los Angeles.

15 1.2. “**Administrator**” means Apex Class Action Administration (“Apex”) the neutral  
16 entity Plaintiff has selected to administer the Settlement.

17 1.3. “**Administration Expenses Payment**” means the amount the Administrator will  
18 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in  
19 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection  
20 with approval of this Settlement.

21 1.4. “**Aggrieved Employees**” means all persons currently or formerly employed by  
22 Defendant as non-exempt employees, during the PAGA Period in the State of California.

23 1.5. “**Aggrieved Employee Data**” means Aggrieved Employee identifying  
24 information in Defendant’s possession including the Aggrieved Employee’s name, last-known  
25 mailing address, Social Security number, and hire date(s), termination date(s), and re-hire date(s).

26 1.6. “**Aggrieved Employee Address Search**” means the Administrator’s  
27 investigation and search for current Aggrieved Employee mailing addresses using all reasonably  
28 available sources, methods and means including, but not limited to, the National Change of

1 Address database, skip traces, and direct contact by the Administrator with Aggrieved  
2 Employees.

3 1.7. “**Court**” means the Superior Court of California, County of Los Angeles.

4 1.8. “**Defense Counsel**” means Megan Childress of O’Hagan Meyer, LLP.

5 1.9. “**Effective Date**” means the date by when both of the following have occurred:  
6 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, and (b) the  
7 Judgment is final.

8 1.10. “**Gross Settlement Amount**” means \$235,000.00 (Two Hundred and Thirty Five  
9 Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the  
10 Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used  
11 to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment,  
12 PAGA Counsel Litigation Expenses Payment, and Administrator’s Expenses Payment.

13 1.11. “**Individual PAGA Payment**” means the Aggrieved Employee’s pro rata share  
14 of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved  
15 Employee worked during the PAGA Period.

16 1.12. “**Judgment**” means the judgment entered by the Court based upon the Final  
17 Approval.

18 1.13. “**LWDA**” means the California Labor and Workforce Development Agency, the  
19 agency entitled, under Labor Code section 2699, subd. (i).

20 1.14. “**LWDA PAGA Payment**” means the 65% of the PAGA Penalties paid to the  
21 LWDA under Labor Code section 2699, subd. (i).

22 1.15. “**Net Settlement Amount**” means the Gross Settlement Amount, less the  
23 following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA  
24 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration  
25 Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA  
26 Payments.

1.16. **“PAGA Counsel”** means David D. Bibiyan, Jason Rothman, Megan R. Lazar and Vedang J. Patel of Bibiyan Law Group, P.C., the attorneys representing the Plaintiff in the Action.

1.17. **“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, as described in paragraph 3.2.1 below.

1.18. **“PAGA Pay Period”** means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. **“PAGA Period”** means the period from October 29, 2023 through May 12, 2026.

1.20. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. **“PAGA Notice”** means the October 29, 2024 letter that Plaintiff sent to Defendant and the LWDA, providing notice pursuant to the Labor Code section 2699.3, subd. (a).

1.22. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (no less than \$8,225.00) and the 65% to LWDA (no less than \$15,275.00) in settlement of PAGA claims.

1.23. **“Plaintiff”** means Paul Jacquez, the named plaintiff in the Action.

1.24. **“Approval Order”** means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. **“Released PAGA Claims”** means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. **“Released Parties”** means: Defendant and its present, former, or future parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, insurers, successors and assigns, and each of their respective current, former, and future officers, directors, members, managers, employees (including Gabriel Guzman), partners, shareholders, joint venturers and third-party agents, and any successors, assigns, legal representatives, or any individual or entity which could be jointly or severally liable with Defendant and all persons or entities acting by, through, under, or in concert with any of them

1.27. “**Settlement**” means the disposition of the Action effected by this Agreement and the Judgment.

## 2. **RECITALS**

2.1. On October 29, 2024, Plaintiff filed with the Labor and Workforce Development Agency (“LWDA”) and served on Defendant a notice under Labor Code section 2699.3, stating that Plaintiff intended to serve as a proxy of the Labor and Workforce Development Agency (“LWDA”) to recover civil penalties under the Private Attorneys’ General Act (“PAGA”) on behalf of himself and other employees for alleged Labor Code violations (the “PAGA Notice”).

2.2 On August 25, 2025, Plaintiff commenced this Action by filing a Complaint (the “Operative Complaint”), alleging causes of action against Defendant for civil penalties under PAGA for the Labor Code violations alleged in the PAGA Notice.

2.3. On March 9, 2026, the parties participated in an all-day mediation presided over by Allison Eckstrom, which led to this Agreement to settle the Action on a PAGA basis.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery: (1) a sampling of time and payroll records for the Aggrieved Employees; (2) data points, including the number of Aggrieved Employees, the number of Pay Periods, and the duration of the PAGA Period; (3) all relevant policy documents of Defendant; and (4) Plaintiff’s personnel records.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

## 3. **MONETARY TERMS**

3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$235,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

4                   3.2.1.   **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than  
5                   one-third (1/3) of the Gross Settlement Amount, subject to escalation  
6                   pursuant to section 8.1 of this Agreement and approval by the Court, which  
7                   is currently estimated to be \$78,333.33, and PAGA Counsel Litigation  
8                   Expenses Payment of not more than \$30,000.00. Defendant will not  
9                   oppose requests for Court approval of these payments provided that they  
10                  do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an  
11                  application or motion for PAGA Counsel Fees Payment and PAGA  
12                  Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees  
13                  Payment and/or a PAGA Counsel Litigation Expenses Payment less than  
14                  the amounts requested, the Administrator will allocate the remainder to the  
15                  Net Settlement Amount. Released Parties shall have no liability to PAGA  
16                  Counsel or any other Plaintiff's Counsel arising from any claim to any  
17                  portion any PAGA Counsel Fees Payment and/or PAGA Counsel  
18                  Litigation Expenses Payment. The Administrator will pay the PAGA  
19                  Counsel Fees Payment and PAGA Counsel Expenses Payment using one  
20                  or more IRS 1099 Forms. PAGA Counsel assume full responsibility and  
21                  liability for taxes owed on the PAGA Counsel Fees Payment and the  
22                  PAGA Counsel Litigation Expenses Payment and hold Defendant  
23                  harmless, and indemnify Defendant, from any dispute or controversy  
24                  regarding any division or sharing of any of these Payments.

25                  3.2.2.   **To the Administrator:** An Administrator Expenses Payment not to  
26                  exceed \$4,240.00, except for a showing of good cause and as approved by  
27                  the Court. To the extent the Administration Expenses are less, or the Court  
28

approves payment less than \$4,240.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. **To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of no less than \$122,426.67, to be paid from the Gross Settlement Amount, with 65% (no less than \$79,577.33) allocated to the LWDA PAGA Payment and 35% (no less than \$42,849.33) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (no less than \$42,849.33) 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.

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

#### **4. SETTLEMENT FUNDING PAYMENTS**

4.1. **Aggrieved Employee Pay Periods.** Based on a review of Defendant's records as of mediation, the Parties understand there are approximately 122 Aggrieved Employees who worked a total of 4,689 PAGA Pay Periods as of the date of mediation.

4.2. **Aggrieved Employee Data.** Within 14 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's 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

1 Employee Data to Administrator employees who need access to the Aggrieved Employee Data  
2 to effect and perform under this Agreement. Defendant has a continuing duty to immediately  
3 notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee  
4 identifying information and to provide corrected or updated Aggrieved Employee Data as soon  
5 as reasonably feasible. Without any extension of the deadline by which Defendant must send the  
6 Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously  
7 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or  
8 omitted Aggrieved Employee Data.

9       **4.3. Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross  
10 Settlement Amount by transmitting the funds to the Administrator no later than thirty (30)  
11 calendar days after the Effective Date.

12       **4.4. Payments from the Gross Settlement Amount.** Within 14 days after Defendant  
13 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA  
14 Payments, the LWDA PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees  
15 Payment and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel  
16 Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede  
17 disbursement of Individual PAGA Payments.

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

26               **4.4.2.** The Administrator must conduct an Aggrieved Employee Address Search  
27               for all Aggrieved Employees whose checks are returned undelivered  
28               without USPS forwarding address. Within 7 days of receiving a returned

1 check the Administrator must re-mail checks to the USPS forwarding  
2 address provided or to an address ascertained through the Aggrieved  
3 Employee Address Search. The Administrator need not take further steps  
4 to deliver checks to Aggrieved Employees whose re-mailed checks are  
5 returned as undelivered. The Administrator shall promptly send a  
6 replacement check to any Aggrieved Employee whose original check was  
7 lost or misplaced, requested by the Aggrieved Employee prior to the void  
8 date.

9 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is  
10 uncashed and cancelled after the void date, the Administrator shall  
11 transmit the funds represented by such checks to the California Controller's  
12 Unclaimed Property Fund in the name of the Aggrieved Employee.

13 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant  
14 to confer any additional benefits or make any additional payments to the  
15 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond  
16 those specified in this Agreement.

17 **5. RELEASES OF CLAIMS**

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

20 5.1. **Release by Aggrieved Employees:** All Aggrieved Employees are deemed to  
21 release, on behalf of themselves and their respective former and present representatives, agents,  
22 attorneys, heirs, administrators, successors, and assigns, Released Parties from all claims, rights,  
23 demands, liabilities and causes of action that arose during the PAGA Period for civil penalties  
24 under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated  
25 in the operative complaint filed in the Action and/or the PAGA Notice for PAGA civil penalties,  
26 as well as claims that could have been pled arising out of the same operative facts.

27 **6. MOTION OR APPLICATION FOR APPROVAL OF**  
28 **SETTLEMENT**

1 The Parties agree to Plaintiff's filing of a motion for approval of this Settlement.

2 6.1. **Plaintiff's Responsibilities.** Plaintiff will prepare and endeavor to deliver to  
3 Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor  
4 Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of  
5 PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed"  
6 bid for administering the Settlement and attesting to its willingness to serve; competency;  
7 operative procedures for protecting the security of Aggrieved Employee Data; amounts of  
8 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts  
9 relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA;  
10 and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense  
11 Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely transmission to  
12 the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code section  
13 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement  
14 (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential  
15 conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations,  
16 Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or  
17 action asserting claims that will be extinguished or adversely affected by the Settlement.

18 6.2. **Responsibilities of PAGA Counsel.** PAGA Counsel are responsible for  
19 expeditiously finalizing and filing the motion for approval of this Settlement after the full  
20 execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion  
21 and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for  
22 delivering the Court's Preliminary Approval to the Administrator.

23 6.3. **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed  
24 application or motion for approval of this Settlement and/or the supporting declarations and  
25 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of  
26 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.  
27 If the Court does not grant the motion for approval of this Settlement or conditions its approval  
28 on any material change to this Agreement, PAGA Counsel and Defense Counsel will

1 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and  
2 in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

3 **7. SETTLEMENT ADMINISTRATION**

4 7.1. **Selection of Administrator.** Plaintiff has selected Apex to serve as the  
5 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this  
6 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for  
7 payment of Administration Expenses. The Parties and their Counsel represent that they have no  
8 interest or relationship, financial or otherwise, with the Administrator other than a professional  
9 relationship arising out of prior experiences administering settlements.

10 7.2. **Employer Identification Number.** The Administrator shall have and use its own  
11 Employer Identification Number for purposes of calculating payroll tax withholdings (if any) and  
12 providing reports state and federal tax authorities.

13 7.3. **Qualified Settlement Fund.** The Administrator shall establish a settlement fund  
14 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury  
15 Regulation section 468B-1.

16 7.4. **Administrator Duties.** The Administrator has a duty to perform or observe all  
17 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

18 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR**  
19 **CLAUSE**

20 8.1. **Escalator Clause.** Defendant represents that there were approximately 4,689 pay  
21 periods worked during the PAGA Period as of the date of mediation. In the event the number of  
22 pay periods during the PAGA Period increases by more than 10%, or 469 pay periods, Defendant  
23 may increase the GSA proportionally on a pro rata basis by the pay periods in excess of 4,689  
24 multiplied by the pay period value, or may choose to end the PAGA Period on the date that does  
25 not exceed 5,158 pay periods. The pay period value shall be calculated by dividing the GSA by  
26 4,689. The parties agree that the pay period value amounts to \$50.11 per pay period (235,000 /  
27 4,689 pay periods). Defendant shall make its election regarding the above 15 days before the  
28 hearing is set on Plaintiff's Motion for Approval.

1                                   **9.        CONTINUING JURISDICTION OF THE COURT**

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

6               **9.1.    Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms  
7 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and  
8 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all  
9 rights to appeal from the Judgment, including all rights to post-judgment and appellate  
10 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary  
11 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such  
12 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to  
13 perform under this Agreement will be suspended until such time as the appeal is finally resolved  
14 and the Judgment becomes final, except as to matters that do not affect the amount of the Net  
15 Settlement Amount.

16                                   **10.       ADDITIONAL PROVISIONS**

17               **10.1.   No Admission of Liability or Representative Manageability for Other**  
18 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.  
19 Nothing in this Agreement is intended or should be construed as an admission by Defendant that  
20 any of the allegations in the operative complaint filed in the Action have merit or that Defendant  
21 has any liability for any claims asserted; nor should it be intended or construed as an admission  
22 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that  
23 representative treatment is for purposes of this Settlement only. If, for any reason the Court does  
24 not approve this Settlement, Defendant reserves all available defenses to the claims in the Action,  
25 and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement  
26 and Parties' willingness to settle the Action will have no bearing on, and will not be admissible  
27 in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement  
28 and this Agreement).

1           10.2. **Integrated Agreement.** Upon execution by all Parties and their counsel, this  
2 Agreement together with its attached exhibits shall constitute the entire agreement between the  
3 Parties relating to the Settlement, superseding any and all oral representations, warranties,  
4 covenants, or inducements made to or by any Party.

5           10.3. **Attorney Authorization.** PAGA Counsel and Defense Counsel separately  
6 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take  
7 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement  
8 to effectuate its terms, and to execute any other documents reasonably required to effectuate the  
9 terms of this Agreement including any amendments to this Agreement.

10          10.4. **Cooperation.** The Parties and their counsel will cooperate with each other and  
11 use their best efforts, in good faith, to implement the Settlement by, among other things,  
12 modifying the Settlement Agreement, submitting supplemental evidence and supplementing  
13 points and authorities as requested by the Court. In the event the Parties are unable to agree upon  
14 the form or content of any document necessary to implement the Settlement, or on any  
15 modification of the Agreement that may become necessary to implement the Settlement, the  
16 Parties will seek the assistance of a mediator and/or the Court for resolution.

17          10.5. **No Prior Assignments.** The Parties separately represent and warrant that they  
18 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,  
19 or encumber to any person or entity, any portion of any liability, claim, demand, action, cause of  
20 action, or right released and discharged by the Party in this Settlement.

21          10.6. **No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense  
22 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this  
23 Settlement be relied upon as such within the meaning of United States Treasury Department  
24 Circular 230 (31 CFR Part 10, as amended) or otherwise.

25          10.7. **Modification of Agreement.** This Agreement, and all parts of it, may be  
26 amended, modified, changed, or waived only by an express written instrument signed by all  
27 Parties or their representatives, and approved by the Court.  
28

1           10.8. **Agreement Binding on Successors.** This Agreement will be binding upon, and  
2 inure to the benefit of, the successors of each of the Parties.

3           10.9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will  
4 be governed by and interpreted according to the internal laws of the state of California, without  
5 regard to conflict of law principles.

6           10.10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and  
7 preparation of this Agreement. This Agreement will not be construed against any Party on the  
8 basis that the Party was the drafter or participated in the drafting.

9           10.11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders  
10 entered during Action and in this Agreement relating to the confidentiality of information shall  
11 survive the execution of this Agreement.

12           10.12. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA  
13 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data  
14 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement  
15 negotiations, or in connection with the Settlement, may be used only with respect to this  
16 Settlement, and no other purpose, and may not be used in any way that violates any existing  
17 contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator  
18 discharges its obligation to pay out all Settlement funds, including sending all uncashed checks  
19 to the California Controller's Unclaimed Property Fund, Plaintiff shall destroy all paper and  
20 electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the  
21 Administrators payment of all Settlement funds, Defendant makes a written request to PAGA  
22 Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

23           10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement  
24 is inserted for convenience of reference only and does not constitute a part of this Agreement.

25           10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement  
26 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
27 weekend or federal legal holiday, such date or deadline shall be on the first business day  
28 thereafter.

1           10.15. **Notice.** All notices, demands or other communications between the Parties in  
2 connection with this Agreement will be in writing and deemed to have been duly given as of the  
3 third business day after mailing by United States mail, or the day sent by email or messenger,  
4 addressed as follows:

5           To Plaintiff:

6                           **BIBIYAN LAW GROUP, P.C.**  
7                           David D. Bibiyan (SBN 287811)  
8                           *david@tomorrowlaw.com*  
9                           Vedang J. Patel (SBN 328647)  
10                          *vedang@tomorrowlaw.com*  
11                          Megan R. Lazar (SBN 315007)  
12                          *megan@tomorrowlaw.com*  
13                          1460 Westwood Boulevard  
14                          Los Angeles, California 90024  
15                          Tel: (310) 438-5555; Fax: (310) 300-1705

16           To Defendant:

17                           **O'HAGAN MEYER LLP**  
18                           Megan Childress (SBN 266926)  
19                           E-Mail: [mchildress@ohaganmeyer.com](mailto:mchildress@ohaganmeyer.com)  
20                           550 S. Hope Street, Suite 2400  
21                           Los Angeles, California 90071  
22                           Telephone: 213.647.0005

23           10.16. **Execution in Counterparts.** This Agreement may be executed in one or more  
24 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this  
25 Agreement shall be accepted as an original. All executed counterparts and each of them will be  
26 deemed to be one and the same instrument if counsel for the Parties will exchange between  
27 themselves signed counterparts. Any executed counterpart will be admissible in evidence to  
28 prove the existence and contents of this Agreement.

1           10.17. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement  
2 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
3 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the  
4 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement  
5 process.

6           10.18. **Severability.** In the event that one or more of the provisions contained in this  
7 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such  
8 invalidity, illegality, or unenforceability shall in no way effect any other provision.

1           10.19. **Counsel's Approval As to Form Only.** The Parties agree that Defense Counsel's  
2 signing of this Settlement Agreement is acknowledgement of their approval as to the form of the  
3 Agreement, only, and that Defense Counsel is not a party to this Agreement.

4           10. 20. **Enforcement Action.** In the event that any Party institutes any legal action or  
5 other proceeding against another Party or Parties to enforce the provisions of this Settlement, the  
6 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties  
7 reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with  
8 any enforcement action.

9  
10 **IT IS SO AGREED:**

11  
12 *Paul Jacquez*

09/05/2026

13 Plaintiff Paul Jacquez

Defendant Thorson GMC Truck-Buick Motor  
Co.

By: \_\_\_\_\_

Its: \_\_\_\_\_

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19 **APPROVED AS TO FORM ONLY:**

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21 *David D. Bibiyan*

09/08/2026

22 David D. Bibiyan

23 Megan R. Lazar

24 Vedang J. Patel

25 Counsel for Plaintiff Paul Jacquez

26 Megan Childress, Esq.

27 Counsel for Defendant Thorson

28 GMC Truck-Buick Motor Co.

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9  
10 **IT IS SO AGREED:**

11  
12  
13 \_\_\_\_\_  
14 Plaintiff Paul Jacquez

  
THOMAS GEORGE (Sep 1, 2026 12:50:35 PDT)  
\_\_\_\_\_  
Defendant Thorson GMC Truck-Buick Motor  
Co.  
By: **Tom George**  
Its: President

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19 **APPROVED AS TO FORM ONLY:**

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22 \_\_\_\_\_  
23 David D. Bibiyan  
24 Megan R. Lazar  
25 Vedang J. Patel  
26 Counsel for Plaintiff Paul Jacquez

  
\_\_\_\_\_  
Megan Childress, Esq.  
Counsel for Defendant Thorson  
GMC Truck-Buick Motor Co.