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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CHAD HOUTCHENS, in a Representative
Capacity only, and on behalf of other members
of the general public similarly situated,

Plaintiff,

vs.

COURTESY CHEVROLET CENTER, a
California Corporation; and DOES 1-10,
inclusive,

Defendants

Case No. 37-2023-00049797-CU-OE-CTL

Assigned for all purposes to:
Hon. Wendy M. Behan, Dept. C-66

PAGA SETTLEMENT AGREEMENT

1 This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff CHAD
2 HOUTCHENS (“Plaintiff”) and Defendant COURTESY CHEVROLET CENTER. (“Defendant”).
3 This Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as
4 “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations
7 against Defendant captioned *Chad Houtchens v. Courtesy Chevrolet Center*, initiated on November
8 15, 2023, and pending in Superior Court of the State of California, County of San Diego, Case No.
9 37-2023-00049797-CU-OE-CTL.

10 1.2. “Administration Expenses Payment” means the amount the Administrator will be
11 paid from the Gross Settlement Amount to reimburse it for its reasonable fees and expenses in
12 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with
13 approval of this Settlement.

14 1.3. “Administrator” means CAC Services Group, LLC, the neutral entity the Parties
15 have agreed to appoint to administer the Settlement.

16 1.4. “Aggrieved Employee” means a person employed by Defendant in California and
17 classified as a non-exempt who worked for Defendant during the PAGA Period.

18 1.5. “Aggrieved Employee Address Search” means the Administrator’s investigation and
19 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
20 methods and means including, but not limited to, the National Change of Address database, skip
21 traces, and direct contact by the Administrator with Aggrieved Employees.

22 1.6. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
23 Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address,
24 Social Security number, and number of PAGA Pay Periods.

25 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA
26 Settlement.

27 1.8. “Court” means the Superior Court of California, County of San Diego.

28 1.9. “Defendant” means Defendant Courtesy Chevrolet Center.

1 1.10. "Defense Counsel" means Andy Levin, Esq. of Ogletree Deakins.

2 1.11. "Effective Date" means the date on which the Court enters a Judgment on its Order

3 Approving the PAGA Settlement.

4 1.12. "Gross Settlement Amount" means \$176,000.00 (One Hundred and Seventy-Six

5 Thousand dollars) which is the total amount Defendant agrees to pay under the Settlement. The

6 Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA

7 Payment, Plaintiffs' Enhancement Awards, PAGA Counsel Fees Payment, PAGA Counsel

8 Expenses Payment, and the Administrator's Expenses Payment.

9 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of

10 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved

11 Employee worked during the PAGA Period.

12 1.14. "Judgment" means the judgment entered by the Court.

13 1.15. "LWDA" means the California Labor and Workforce Development Agency, the

14 agency entitled, under *Labor Code* section 2699, subd. (i).

15 1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA

16 under *Labor Code* section 2699, subd. (i).

17 1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the following

18 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

19 Payment, Plaintiffs' Enhancement Awards, PAGA Counsel Fees Payment, PAGA Counsel

20 Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to

21 Aggrieved Employees as Individual PAGA Payments.

22 1.18. "PAGA Counsel" means Eric Yaeckel and Ryan Kuhn of Sullivan & Yaeckel Law

23 Group, APC, the attorneys representing Plaintiff in the Action.

24 1.19. "PAGA Counsel Fees Payment" and "PAGA Counsel Expenses Payment" mean the

25 amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses,

26 respectively, incurred to prosecute the Action.

27 1.20. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee

28 worked for Defendant for at least one day during the PAGA Period.

1.21. "PAGA Period" means the period from September 12, 2022, through Court approval.

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

1.23. "PAGA Notice" means Plaintiff's September 11, 2023, letter to Defendant and the LWDA providing notice pursuant to *Labor Code* section 2699.3, subd.(a).

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.25. "Plaintiff" means Chad Houtchens, the named plaintiff in the Action.

1.26. "Plaintiff's Enhancement Awards" means the amounts (not to exceed \$10,000 in total) paid to Plaintiff as the PAGA representative.

1.27. "Released PAGA Claims" means the claims being released by Plaintiff and PAGA Counsel and as described in Section 5 below.

1.28. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, partners, attorneys, insurers, reinsurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.

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

2. RECITALS.

2.1. On November 15, 2023, Plaintiff commenced this Action by filing a Complaint alleging a cause of action against Defendant for PAGA penalties based on alleged meal and rest break violations, unpaid minimum wage, unpaid overtime compensation, inaccurate wage statements, unreimbursed business expenses, and final pay violations. The "Operative Complaint" is the operative complaint in the Action. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

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

2.3. On October 29, 2024, the Parties participated in an all-day mediation presided over

1 by Hon. Herbert B. Hoffman (Ret.), which led to this Agreement to settle the Action.

2 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, time
3 and pay records for putative class members, and relevant documents and information related to
4 Defendant's employment policies and practices. Plaintiff's investigation was sufficient to satisfy
5 the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th
6 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
7 ("*Dunk/Kullar*").

8 **3. MONETARY TERMS.**

9 3.1. Gross Settlement Amount. Except as otherwise provided by Section 9 below,
10 Defendant promises to pay \$176,000.00 and no more as the Gross Settlement Amount. Defendant
11 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1
12 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
13 asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of
14 the Gross Settlement Amount will revert to Defendant.

15 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
16 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
17 Court in the Final Approval:

18 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.0% of the
19 Gross Settlement Amount, which is currently estimated to be \$58,666.67, and PAGA
20 Counsel Expenses Payment of not more than \$7,000. Defendant will not oppose requests
21 for Court approval of these payments provided that they do not exceed these amounts.
22 Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees
23 Payment and PAGA Expenses Payment. If the Court approves a PAGA Counsel Fees
24 Payment and/or a PAGA Counsel Expenses Payment less than the amounts requested, the
25 Administrator will allocate the remainder to the Net Settlement Amount. The Released
26 Parties shall have no liability to PAGA Counsel or any other plaintiff's counsel arising from
27 any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel
28 Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and

1 PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel
2 assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment
3 and the PAGA Counsel Expenses Payment and holds Defendant harmless, and indemnifies
4 Defendant, from any dispute or controversy regarding any division or sharing of any of these
5 Payments.

6 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$3,255.80
7 except for a showing of good cause and as approved by the Court. To the extent the
8 Administration Expenses are less than or the Court approves payment less than \$3,255.80,
9 the Administrator will reallocate the remainder in the Net Settlement Amount.

10 3.2.3 To Plaintiff: Plaintiff's Enhancement Award not to exceed \$10,000 to be paid from
11 the Gross Settlement Amount to Plaintiff as the PAGA Representative. Defendant will not
12 oppose requests for Court approval of this payment provided that it does not exceed this
13 amount. The Plaintiff's Enhancement Awards will be issued using IRS 1099 Forms.

14 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
15 \$107,078.20 to be paid from the Gross Settlement Amount, with 75% (\$80,308.65) allocated
16 to the LWDA PAGA Payment and 25% (\$26,770.15) allocated to the Individual PAGA
17 Payments.

18 3.2.5. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
19 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$26,770.15) by the
20 total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
21 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period
22 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes
23 owed on their Individual PAGA Payment.

24 3.2.6. If the Court approves PAGA Penalties of less than the amount requested, the
25 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator
26 will report the Individual PAGA Payments on IRS 1099 Forms.

27 **4. SETTLEMENT FUNDING AND PAYMENTS.**

28 4.1. Aggrieved Employee Data. Within fifteen (15) days of the Effective Date, Defendant

1 will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
2 spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the
3 Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of
4 this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to
5 Administrator employees who need access to the Aggrieved Employee Data to effect and perform
6 under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it
7 discovers that the Aggrieved Employee Data omitted employee identifying information and to
8 provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without
9 any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the
10 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
11 reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

12 4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
13 Settlement Amount by transmitting the funds to the Administrator by the later of: (1) twenty-one
14 (21) days after the Effective Date; or (2) January 10, 2025.

15 4.3. Payments from the Gross Settlement Amount. Within ten (10) days after Defendant
16 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
17 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Counsel Fees
18 Payment, the Bankruptcy Advisor Services Fee and the PAGA Counsel Expenses Payment.

19 4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send
20 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of
21 each check shall prominently state the date (not less than 180 days after the date of mailing)
22 when the check will be voided. The Administrator will cancel all checks not cashed by the
23 void date. Before mailing any checks, the Settlement Administrator must update the
24 recipients' mailing addresses using the National Change of Address Database.

25 4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all
26 Aggrieved Employees whose checks are returned undelivered without USPS forwarding
27 address. Within seven (7) days of receiving a returned check the Administrator must re-mail
28 checks to the USPS forwarding address provided or to an address ascertained through the

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

6 4.3.3. For any Aggrieved Employee who's Individual PAGA Payment check is uncashed
7 and cancelled after the void date, the Administrator shall transmit the funds represented by
8 such checks to the California Controller's Unclaimed Property Fund in the name of the
9 Aggrieved Employee.

10 4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer
11 any additional benefits or make any additional payments to the Aggrieved Employees (such
12 as 401(k) contributions or bonuses) beyond those specified in this Agreement.

13 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
14 Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released
15 Parties as follows:

16 5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses,
17 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and
18 assigns generally release and discharge Released Parties from all claims, transactions, or
19 occurrences that occurred during the PAGA Period, including but not limited to: (a) all claims that
20 were, or reasonably could have been, alleged, based on the facts contained in the Operative
21 Complaint and the PAGA Notice ("Plaintiff's Release"), in addition to Labor Code sections 246,
22 2810.5, 1174, and failure to provide suitable seating. Plaintiff's Release does not extend to any
23 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
24 benefits, disability benefits, social security benefits, workers' compensation benefits that arose at
25 any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff
26 may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows
27 or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective
28 in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

1 5.1.1 Plaintiff's Waiver of Rights Under California *Civil Code* Section 1542. For purposes
2 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
3 benefits, if any, of section 1542 of the California *Civil Code*, which reads: "A general release
4 does not extend to claims that the creditor or releasing party does not know or suspect to
5 exist in his or her favor at the time of executing the release, and that if known by him or her
6 would have materially affected his or her settlement with the debtor or Released Party."

7 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release,
8 on behalf of themselves and their respective former and present representatives, agents, attorneys,
9 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
10 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
11 stated in the Operative Complaint and the PAGA Notice, in addition to Labor Code sections 246,
12 2810.5, 1174, and failure to provide suitable seating.

13 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and
14 former attorneys, employees, agents, successors and assigns the Released Parties from all claims for
15 PAGA fees or costs incurred in connection with the Operative Complaint and any claims that were
16 or could have been asserted based on the facts stated in the Operative Complaint and the PAGA
17 Notice.

18 **6. MOTION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare
19 and file a motion for approval of this Settlement.

20 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
21 documents necessary for obtaining approval of this Settlement under *Labor Code* Section 2699,
22 subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a
23 signed declaration from the Administrator attaching its "not to exceed" bid for administering the
24 Settlement and attesting to its willingness to serve; competency; operative procedures for protecting
25 the security of Aggrieved Employee Data; all facts relevant to any actual or potential conflicts of
26 interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial
27 relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from
28 PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA

1 documents (initial notice of violations (*Labor Code* section 2699.3, subd. (a)), Operative Complaint
2 (*Labor Code* section 2699, subd.(1)(1)), this Agreement (*Labor Code* section 2699, subd. (1)(2));
3 and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or
4 the Administrator.

5 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly
6 responsible for expeditiously finalizing and filing the application or motion for approval of this
7 Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary,
8 obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the
9 motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the
10 Administrator.

11 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for
12 approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and
13 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or
14 by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion
15 for approval of this Settlement or conditions its approval on any material change to this Agreement,
16 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
17 meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy
18 the Court's concerns without increasing the Gross Settlement Amount.

19 7. **SETTLEMENT ADMINISTRATION.**

20 7.1 Selection of Administrator. The Parties have jointly selected CAC Services Group,
21 LLC to serve as the Administrator and verified that, as a condition of appointment, CAC Services
22 Group, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified
23 in this Agreement in exchange for payment of Administration Expenses. The Parties and their
24 Counsel represent that they have no interest or relationship, financial or otherwise, with the
25 Administrator other than a professional relationship arising out of prior experiences administering
26 settlements.

27 7.2 Employer Identification Number. The Administrator shall have and use its own
28 Employer Identification Number for the purpose of providing reports to state and federal tax

1 authorities.

2 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
3 meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation
4 section 468B-1.

5 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks
6 to be performed or observed by the Administrator contained in this Agreement or otherwise.

7 **8. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry
8 of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
9 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
10 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11 8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
12 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
13 Counsel Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the
14 Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions
15 to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal
16 does not include any waiver of the right to oppose such motions, writs, or appeals. If another party
17 appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended
18 until such time as the appeal is finally resolved and the Judgment becomes final.

19 **9. ADDITIONAL PROVISIONS.**

20 9.1 No Admission of Liability or Representative Manageability for Other Purposes. This
21 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
22 Agreement is intended or should be construed as an admission by Defendant that any of the
23 allegations in the Operative Complaint have merit or that Defendant has any liability for any claims
24 asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's
25 defenses in the Action have merit. The Parties agree that representative treatment is for purposes of
26 this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant
27 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest
28 Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action

1 will have no bearing on, and will not be admissible in connection with, any litigation (except for
2 proceedings to enforce or effectuate the Settlement and this Agreement).

3 9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
4 Agreement together with its attached exhibits shall constitute the entire agreement between the
5 Parties relating to the Settlement, superseding any and all oral representations, warranties,
6 covenants, or inducements made to or by any Party.

7 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
8 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
9 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
10 effectuate its terms, and to execute any other documents reasonably required to effectuate the terms
11 of this Agreement including any amendments to this Agreement.

12 9.4 Cooperation. The Parties and their counsel will cooperate with each other and use
13 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
14 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
15 as requested by the Court. In the event the Parties are unable to agree upon the form or content of
16 any document necessary to implement the Settlement, or on any modification of the Agreement that
17 may become necessary to implement the Settlement, the Parties will seek the assistance of a
18 mediator and/or the Court for resolution.

19 9.5 No Prior Assignments. The Parties separately represent and warrant that they have
20 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
21 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action,
22 or right released and discharged by the Party in this Settlement.

23 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel
24 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
25 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
26 10, as amended) or otherwise.

27 9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
28 modified, changed, or waived only by an express written instrument signed by all Parties or their

1 representatives, and approved by the Court.

2 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
3 to the benefit of, the successors of each of the Parties.

4 9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
5 governed by and interpreted according to the internal laws of the state of California, without regard
6 to conflict of law principles.

7 9.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
8 of this Agreement. This Agreement will not be construed against any Party on the basis that the
9 Party was the drafter or participated in the drafting.

10 9.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
11 entered during Action and in this Agreement relating to the confidentiality of information shall
12 survive the execution of this Agreement.

13 9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
14 Counsel pursuant to California *Evidence Code* section 1152, and all copies and summaries of the
15 PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other
16 settlement negotiations, or in connection with the Settlement, may be used only with respect to this
17 Settlement, and no other purpose, and may not be used in any way that violates any existing
18 contractual agreement, statute, or rule of court. Not later than ninety (90) days after the
19 Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all
20 paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior
21 to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA
22 Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

23 9.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 9.14 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 thereafter.

28 9.15 Notice. All notices, demands or other communications between the Parties in

1 connection with this Agreement will be in writing and deemed to have been duly given as of the
2 third business day after mailing by United States mail, or the day sent by email or messenger,
3 addressed as follows:

4 To Plaintiff:

5 Ryan T. Kuhn
6 ryan@sullivanlawgroupapc.com
7 Sullivan & Yaeckel Law Group, APC
8 2330 Third Avenue
9 San Diego, California 92101
10 (619) 702-6760

11 To Defendant:

12 Andy Levin
13 Andy.levin@ogletree.com
14 Ogletree, Deakins, Nash, Smoak, & Stewart, P.C.
15 Esplanade Center III, Suite 800
16 2415 East Camelback Road
17 Phoenix, AZ
18 (602) 778-3700

19 9.16 Execution in Counterparts. This Agreement may be executed in one or more
20 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
21 Agreement shall be accepted as an original. All executed counterparts and each of them will be
22 deemed to be one and the same instrument if counsel for the Parties will exchange between their
23 signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence
24 and contents of this Agreement.

25 9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
26 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
27 that, pursuant to *Code of Civil Procedure* section 583.330, the signing of this Agreement extends
28 the date to bring a case to trial under *Code of Civil Procedure* section 583.310 for the entire period
of this settlement process.

[SIGNATURES ON NEXT PAGE]

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Dated: _____

Plaintiff Chad Houtchens

Dated: 11/25/24



Defendant Courtesy Chevrolet Center

Approved as to form:

Dated: _____

Ryan T. Kuhn
Counsel for Plaintiff

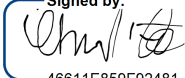
Dated: 11/26/24



Andy Levin
Counsel for Defendant

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Dated: _____

Signed by:

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Plaintiff Chad Houtchens

Dated: _____

Defendant Courtesy Chevrolet Center

Approved as to form:

Dated: __11/27/24__



Ryan T. Kuhn
Counsel for Plaintiff

Dated: _____

Andy Levin
Counsel for Defendant