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14 Attorneys for Victor Ramirez, Mostafa Gad, and Carlos Martinez Banaga, individually,
15 and on behalf of all others similarly situated.

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25 Attorneys for Defendants,
26 ST. GEORGE AUTO SALES, INC. and ST. GEORGE AUTO CENTER, INC.

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VICTOR RAMIREZ,, MOSTAFA GAD, and
CARLOS MARTINEZ BANAGA individuals
and on behalf of all others situated,

Plaintiffs,

vs.

ST. GEORGE AUTO SALES, INC., a
California corporation; ST. GEORGE AUTO
CENTER, INC., a California corporation; and
DOES 1 through 20, inclusive,

Case No. 30-2019-01058127-CU-OE-CXC

*Assigned for all purposes to:
Judge Lon F. Hurwitz
Dept. CX103*

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE PAGA ACTION
SETTLEMENT**

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Defendants.

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of these Actions shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiffs Mostafa Gad and Carlos Martinez
7 Banaga (“Named Plaintiffs”) and the Class Members, on the one hand, and Defendants St. George
8 Auto Sales, Inc., and St. George Auto Center, Inc. (collectively, the “Defendants”), on the other hand.
9 Named Plaintiffs, Class Members and Defendants collectively are referred to in this Agreement as
10 “the Parties.”

11 The Parties agree that the Actions shall be, and hereby are, ended, settled, resolved, and
12 concluded by agreement of Defendants to pay the settlement amount of Two Million Two-Hundred
13 and Five Thousand Dollars and Zero Cents (\$2,205,000.00) as provided in Section 3.06(a) below
14 (“Gross Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the
15 consideration set forth herein, including but not limited to, a release of all claims by Plaintiff Banaga
16 and the Class Members as set forth herein. Plaintiff Gad has entered into a separate and confidential
17 settlement with Defendants regarding his individual claims the (“Gad Individual Settlement.”) The
18 Gad Individual Settlement contains Plaintiff Gad’s general release and waiver of California Civil
19 Code Section 1542. The Parties intend that this Settlement be a global resolution of Plaintiff Gad’s
20 individual and Class Claims, as well as Plaintiff Banaga’s claims in his related action entitled *Carlos*
21 *Martinez Banaga, et al v. St. Mary Auto Sales, Inc., et al*, San Bernardino County Case No.:
22 CIVDS2022333, commenced on October 14, 2020. On August 25, 2023, Plaintiff Banaga filed a
23 Request for Dismissal, without prejudice. As of the time this supplemental brief was filed, the Court
24 has not yet entered the dismissal.

25 **ARTICLE I**

26 **DEFINITIONS**

27 Unless otherwise defined herein, the following terms used in this Agreement shall have the
28 meanings ascribed to them as set forth below:

1 a. "Actions" means the action described as follows: *Victor Ramirez and Mostafa Gad v.*
2 *St. George Auto Sales, Inc. and St. George Auto Center, Inc.*; and DOES 1 through 20, inclusive,"
3 Case No. 30-2019-01058127-CU-OE-CXC, commenced on March 19, 2019, in the Superior Court
4 of the State of California for the County of Orange and the related matter entitled *Carlos Martinez*
5 *Banaga, et al v. St. Mary Auto Sales, Inc., et al*, San Bernardino County Case No.: CIVDS2022333,
6 commenced on October 14, 2020 (collectively the "Class Actions.")

7 b. "Agreement" means this Joint Stipulation of Settlement, including the attached
8 Exhibit(s).

9 c. "Class" means *all* current and former non-exempt employees who are or were
10 employed by Defendants in California at any time during the Class Period. The Class specifically
11 excludes all officers, owners, members of Defendants or Defendants' related entities, and any and
12 all members of the owners' family (*e.g.*, members of the Bacily family).

13 d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

14 AEGIS LAW FIRM, PC
15 Kashif Haque
16 Samuel A. Wong
17 Jessica L. Campbell
18 Alexander G.L. Davies
19 9811 Irvine Center Drive, Suite 100
20 Irvine, California 92618
21 Telephone: (949) 379-6250
22 Facsimile: (949) 379-6251

23 e. "Class List" means a list based on Defendants' business records that identifies each
24 Class Member's name, last known home or mailing address, Social Security number or, as
25 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying
26 Workweeks worked during the Class Period.

27 f. "Class Member(s)" means *any* current or former non-exempt employee(s) who are or
28 were employed by Defendants during the Class Period. The Class Member(s) specifically excludes
all officers, owners, members of Defendants or Defendants' related entities, and any and all members
of the owners' family (*e.g.*, members of the Bacily family).

g. "Class Period" means March 19, 2015 through December 31, 2022.

1 h. "Court" means the California Superior Court for the County of Orange, where the
2 Action is currently pending.

3 i. "Date of Finality" means the later of the following: (1) the date the Final Order is
4 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no
5 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or
6 other judicial review is taken from the Court's overruling of objections to the settlement, ten (10)
7 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes
8 final.

9 j. "Defendants" means Defendants St. George Auto Sales, Inc. and St. George Auto
10 Center, Inc.

11 k. "Defense Counsel" means counsel for Defendants:

12 **KOLAR & ASSOCIATES, A LAW CORPORATION**

13 Elizabeth L. Kolar, Esq. (SBN 168935)

14 Vanessa S. Vittorio, Esq. (SBN 192710)

15 12241 Newport Avenue

16 Santa Ana, California 92705

17 Tel (714) 544-0041

18 Fax (714) 544-0051

19 l. "Disposition" means the method by which the Court approves the terms of the
20 Settlement and retains jurisdiction over its enforcement, implementation, construction,
21 administration, and interpretation.

22 m. "Final Order Approving Settlement of Class and Representative PAGA Action" or
23 "Final Order" means the final formal court order signed by the Court following the Final Fairness
24 and Approval Hearing in accordance with the terms herein, approving this Agreement.

25 n. "Gross Settlement Amount" or "GSA" means Two Million Two-Hundred and Five
26 Thousand Dollars and Zero Cents (\$2,205,000.00) to be paid by Defendants as provided by this
27 Agreement to settle the Actions. All payments to the Class, administration costs, attorney's fees and
28 costs, and Incentive Awards, pursuant to Section 3.06(a) below, shall be paid out of the Gross
Settlement Amount. The employers' share of payroll taxes arising from the payments made under
this settlement shall be paid by Defendants separate from and in addition to the Gross Settlement

1 Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e)
2 below. No part of the Gross Settlement Amount shall revert to Defendants.

3 o. "Incentive Award" means a monetary amount of up to Five Thousand Dollars and
4 Zero Cents (\$5,000.00) for Plaintiff Mostafa Gad, and Five Thousand Dollars and Zero Cents
5 (\$5,000.00) for Plaintiff Carlos Martinez Banaga subject to Court approval, in recognition of their
6 efforts and work in prosecuting the Actions on behalf of Class Members, and for Plaintiff Banaga's
7 general release of claims. Any portion of the Class Representative Enhancements not awarded to
8 Plaintiffs will not revert to Defendant, but instead shall be returned to the Net Settlement Amount
9 for distribution to Participating Class Members.

10 p. "Individual Settlement Payment(s)" means each Participating Class Member's
11 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
12 by the calculations provided in this Agreement.

13 q. "LWDA" means The State of California Labor and Workforce Development Agency.

14 r. "LWDA Payment" means 75% of the PAGA Settlement Amount which, subject to
15 Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided
16 for below.

17 s. "Motion for Final Approval" means Plaintiff's submission of a written motion,
18 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
19 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
20 to enter a Final Order in the Actions.

21 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
22 including any evidence as may be required for the Court to grant preliminary approval of the
23 Settlement as required by Rule 3.769 of the California Rules of Court.

24 u. "Named Plaintiffs" shall collectively mean Plaintiff Mostafa Gad, and Plaintiff Carlos
25 Martinez Banaga, in the related matter entitled *Carlos Martinez Banaga, et al v. St. Mary Auto Sales,*
26 *Inc., et al*, San Bernardino County Case No.: CIVDS2022333, commenced on October 14, 2020.

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1 v. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved
2 administration costs, Class Counsels’ attorney’s fees and costs, Incentive Award, and LWDA
3 Payment, pursuant to Section 3.06(a)-(f) below.

4 w. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the
5 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
6 to Section 3.04(b) below.

7 x. “Notice Packet” means the Notice of Proposed Class and Representative PAGA
8 Action Settlement in a form substantially similar to the Notice Packet attached hereto as **Exhibit A**,
9 subject to Court approval.

10 y. “PAGA” means the California Private Attorneys General Act of 2004, which is
11 codified in California Labor Code §§ 2698 *et seq.*

12 z. “PAGA Group Members” means all Class Members employed by Defendants at any
13 time during the PAGA Period.

14 aa. “PAGA Period” means March 19, 2018, through the date of preliminary approval.

15 bb. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
16 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
17 agreed that the PAGA Settlement Amount is One Hundred Thousand Dollars (\$100,000.00), subject
18 to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment,
19 and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group
20 Members.

21 cc. “Participating Class Member(s)” is defined as a Class Member who does not timely
22 exclude himself or herself from the Settlement of the Actions and will therefore receive his or her
23 share of the Net Settlement Amount automatically without the need to return a claim form. Each
24 Participating Class Member will be paid his/her Individual Settlement Payment.

25 dd. “Preliminary Approval Date” means the date the Court preliminarily approves the
26 Settlement embodied in this Agreement.

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1 ee. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
2 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
3 Administrator for the benefit of Participating Class Members.

4 ff. “Qualifying Workweeks” means the number of weeks that a Class Member worked
5 for Defendants as a non-exempt employee during the Class Period.

6 gg. “Qualifying PAGA Pay Periods” means the number of pay periods that a Class
7 Member worked for Defendants as a non-exempt employee during the PAGA Period.

8 hh. “Released Parties” means Defendants as well as Defendants’ officers, shareholders,
9 directors, agents, clients, employees, attorneys, insurers, predecessors or successors.

10 ii. “Response Deadline” means the deadline by which Class Members must postmark or
11 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
12 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
13 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal
14 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
15 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
16 mailing.

17 jj. “Settlement” means the disposition of the Actions affected by this Agreement.

18 kk. “Settlement Administration Costs” means all costs incurred by the Settlement
19 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
20 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
21 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
22 of checks to Class Counsel for attorneys’ fees and costs, to Named Plaintiff for his Incentive Awards,
23 and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement
24 Amount.

25 ll. “Settlement Administrator” CPT Group which the Parties have agreed will be
26 responsible for the administration of the Individual Settlement Payments to be made by Defendants
27 from the Gross Settlement Amount and related matters under this Agreement.

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1 **ARTICLE II**

2 **CONTINGENT NATURE OF THE AGREEMENT**

3 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

4 Because the Parties are settling claims under Labor Code section 2699 *et. eq.* and have
5 stipulated to the certification of the Class with respect to all causes of action alleged in the Class
6 Action for settlement purposes only, this Agreement requires approval by the Court in accordance
7 with Labor Code section 2699(l) and California Rule of Court 3.769. Accordingly, the Parties enter
8 into this Agreement on a conditional basis. This Agreement is contingent upon the approval and
9 certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing
10 to stipulate for the purposes of this Agreement to a Class and agreed to resolution of Plaintiff's claim
11 for PAGA penalties shall have no bearing on, nor be admissible in connection with, the issue of
12 certification of the Class with respect to all causes of action alleged in the Class Action. Defendants
13 do not consent to certification of the Class for any purpose other than to effectuate settlement of the
14 Actions. If the Date of Finality does not occur, or if Disposition of the Actions is not effectuated, any
15 certification of the Class as to Defendants and any approval or award of PAGA penalties will be
16 vacated, and Named Plaintiff, Defendants, and the Class will be returned to their positions with
17 respect to the Actions as if the Agreement had not been entered into. In the event that the Date of
18 Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any
19 class contemplated by this Agreement and/or awarding PAGA penalties shall be null, void, and
20 vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the
21 settlement reflected in this Agreement, the fact that Defendants did not oppose the certification of a
22 Class under this Agreement, or that the Court preliminarily approved the certification of the Class
23 and/or approved an award of PAGA penalties, shall not be used or cited thereafter by any person or
24 entity, including in any manner whatsoever, including without limitation any contested proceeding
25 relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall
26 be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or
27 used for any purpose whatsoever. Defendants expressly reserve the right to challenge the propriety
28 of class certification in the Class Action for any purpose, if the Date of Finality does not occur.

1 The Parties and their respective counsel shall take all steps that may be requested by the Court
2 relating to the approval and implementation of this Agreement and shall otherwise use their
3 respective best efforts to obtain Court approval and implement this Agreement. Plaintiff shall be
4 responsible for submitting the settlement to the LWDA at the same time of filing the Motion for
5 Preliminary Approval. If the Court does not grant the Motion for Preliminary Approval and/or the
6 Motion for Final Approval and/or if the LWDA objects to the PAGA Settlement Amount, the Parties
7 agree to meet and confer to address the Court’s and/or LWDA’s concerns. If the Parties are unable
8 to agree upon a resolution, the Parties agree to seek the assistance of mediator Hon. Carl J. West
9 (Ret.) to resolve the dispute.

10 ARTICLE III

11 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

12 The procedure for obtaining Court approval of and implementing this Agreement shall be as
13 follows:

14 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

15 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
16 Class to include all claims pled in the Actions based on the preliminary approval of this Agreement.
17 The date that the Court grants preliminary approval of this Agreement will be the “Preliminary
18 Approval Date.”

19 **Section 3.02: The Settlement Administrator**

20 The Parties have chosen CPT Group Inc. to administer this Settlement and to act as the
21 Settlement Administrator, including but not limited to distributing and responding to inquiries about
22 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
23 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
24 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
25 issuing the payment to Class Counsel for attorneys’ fees and costs, the Incentive Award checks to
26 Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
27 Administrator shall also post; (1) the final approval order and judgment, (2) the operative Complaint,
28 (3) the Settlement Agreement, (4) the Class Notice, and (5) the Orders for Preliminary Approval on

1 its website for class members to view. The Settlement Administrator shall expressly agree to all of
2 the terms and conditions of this Agreement.

3 All costs of administering the Settlement, including but not limited to all costs and fees
4 associated with preparing, issuing and mailing any and all notices to Class Members and/or
5 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
6 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
7 returns and any other filings required by any governmental taxing authority or agency, all costs and
8 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
9 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
10 incurred and/or charged by the Settlement Administrator in connection with the execution of its
11 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
12 Administrator from the Gross Settlement Amount.

13 **Section 3.03: Notice to Class Members**

14 No later than Ten (10) business days after the Preliminary Approval Date, Defendants will
15 provide the Settlement Administrator with a “Class List” in electronic format based on its business
16 records, identifying the names of the Class Members, their last known home addresses, Social
17 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
18 and weeks worked during the Class Period and PAGA Period (if applicable).

19 Within ten (10) business days of receiving a Class List from Defendants, the Settlement
20 Administrator will send Class Members, by first-class mail, at their last known address, the Court
21 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
22 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
23 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
24 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
25 Settlement Administrator will check all Class Member addresses against the National Change of
26 Address database and shall update any addresses before mailing. The Settlement Administrator will
27 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
28 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall

1 have forty-five (45) calendar days from the re-mailing, or sixty (60) calendar days from the date of
2 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.
3 Class Members shall not be required to submit claim forms in order to receive a proportional share
4 of the Net Settlement Amount.

5 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
6 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
7 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
8 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
9 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
10 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the Parties
11 that reasonable means be used to locate Class Members and that the Settlement Administrator be
12 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
13 Individual Settlement Payments to all Participating Class Members.

14 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
15 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
16 status report provided to the Parties.

17 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
18 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
19 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
20 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
21 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
22 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
23 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
24 procedures set forth in Section 3.06(g) below.

25 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
26 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
27 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
28 for and re-sending of any returned Notice Packets, objections that the Settlement Administrator

1 received, and the identity of those individuals who submitted valid requests for exclusion from the
2 Settlement.

3 **Section 3.04: Responses to Notice**

4 **a. Class Member Disputes**

5 If any Class Member disagrees with Defendants' records as to his or her Qualifying
6 Workweeks during the Class Period and/or Qualifying PAGA Pay Periods in the PAGA Period as
7 reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks
8 he/she claims to have worked during the Class Period and/or Qualifying PAGA Pay Periods in the
9 PAGA Period and submit such writing to the Settlement Administrator by the Response Deadline,
10 along with any supporting documentation. The Notice will also provide a method for the Class
11 Member to challenge the employment data on which his or her Individual Settlement Payment is
12 based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties
13 will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement
14 Administrator will be the final arbiter of the Qualifying Workweeks for each Class Member during
15 the Class Period and/or Qualifying PAGA Pay Periods in the PAGA Period based on the information
16 provided to it. In the event of a re-mailing of the class notice, the response deadline shall be extended
17 by 45 days.

18 **b. Requests for Exclusion from Class**

19 In order for any Class Member to validly exclude himself or herself from the Class and this
20 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
21 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
22 postmarked or faxed no later than the Response Deadline (or forty-five (45) days after the Settlement
23 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
24 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
25 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
26 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked or faxed,
27 shall be determined according to the records of the Settlement Administrator. The Court shall retain
28 the ultimate authority to decide the validity and authenticity of requests for exclusion by class

1 members. Any Class Member who timely and validly requests exclusion from the Class and this
2 Settlement will receive his/her share of PAGA Settlement Amount but will not be entitled to the
3 remaining portion of the Individual Settlement Payment which would have been paid to him/her, will
4 not be bound by the terms and conditions of this Agreement, and will not have any right to object,
5 appeal, or comment thereon.

6 Any Class Member who fails to timely submit a request for exclusion shall automatically be
7 deemed a Class Member whose rights and claims with respect to the issues raised in the Actions are
8 determined by the Court's Final Order Approving Settlement, and by the other rulings in the Actions.
9 Thus, said Class Member's rights to pursue any claims covered by the Actions and/or released in this
10 Agreement will be extinguished.

11 **c. Objections to Settlement**

12 For any Class Member to object to this Agreement, or any term of it, the person making the
13 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
14 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or forty-five
15 (45) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is
16 later), a written statement of the grounds of objection, signed by the objecting Class Member or his
17 or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet,
18 and the date the signed objection was postmarked, shall be conclusively determined according to the
19 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
20 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
21 Members may also appear at the final approval hearing to object. The Court retains final authority
22 with respect to the consideration and admissibility of any Class Member objections.

23 **d. Encouragement of Class Members**

24 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
25 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
26 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
27 Class Members.

1 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

2 Defendants represent that there are 63,186 work weeks in the class period through October
3 26, 2022, and this serves as the basis for Plaintiff accepting the Settlement. If the number of total
4 work weeks exceeds the 65,500 ("Threshold") as of December 31, 2022, the GSA will increase pro
5 rata, at a rate of \$34.89 per additional work week.

6 **f. Right of Defendants to Withdraw Based on Opt-Outs**

7 If prior to the court's order granting Final Approval of the Settlement, 10 percent or more of
8 the Class Members have submitted proper and timely requests to opt-out in accordance with the terms
9 of this Agreement, Defendants, may at their election, within 21 days of Defendants receiving notice
10 of the timely opt-out requests, rescind the Agreement and all actions taken in furtherance will be
11 thereby null and void. Defendants must exercise this right of rescission, in writing to Class Counsel.
12 If the option to rescind is exercised, then any Claims Administrator Costs must be paid by
13 Defendants.

14 **Section 3.05: Final Fairness and Approval Hearing**

15 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
16 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
17 and determine whether the Court should give it final approval, and (2) consider any objections made
18 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
19 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
20 Proposed Final Order Approving Settlement of Class and Representative PAGA Action.

21 **Section 3.06: Settlement Payment Procedures**

22 **a. Settlement Amount**

23 In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the
24 Gross Settlement Amount in the amount of Two Million Two-Hundred and Five Thousand Dollars
25 and Zero Cents (\$2,205,000.00), subject to a pro rata increase under the condition set forth in Section
26 3.04(e). The Gross Settlement Amount includes all Individual Settlement Amounts to Participating
27 Class Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
28 Amount, and the Incentive Payments.

1 Within thirty (30) calendar days after the Court signs the Final Order, Defendants shall
2 transfer the Gross Settlement Amount plus Defendants' share of employer-side payroll taxes, as set
3 forth herein, into a QSF established by the Settlement Administrator either directly or by sending the
4 funds to the Settlement Administrator to be deposited and distributed. The Settlement Administrator
5 will use these funds to fund payment of the Individual Settlement Payments to Participating Class
6 Members, Class Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment, and
7 the Settlement Administration Costs.

8 Within ten (10) court days after receiving Defendants' final payment, funding the Gross
9 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
10 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
11 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
12 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
13 search based on the National Change of Address Database to update and correct for any known or
14 identifiable address changes.

15 **b. Payment of Attorneys' Fees and Costs**

16 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
17 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Seven
18 Hundred Thirty-Five Thousand Dollars and Zero Cents (\$735,000.00). Class Counsel shall submit
19 an application for an award of costs not to exceed Thirty-Five Thousand Dollars (\$35,000.00). Such
20 application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval
21 Hearing. Defendants shall not object to or oppose any such application in these amounts. Class
22 Counsel shall serve Defendants with copies of all documents submitted in support of their application
23 for an award of attorneys' fees and costs.

24 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
25 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
26 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
27 and expenses related to the investigation, prosecution, and settlement of the Actions incurred through
28 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees

1 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
2 will be reallocated to the Net Settlement Amount.

3 **c. Payment of Settlement Administration Costs**

4 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
5 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
6 Eleven Thousand Two Hundred Fifty Dollars and Zero Cents (\$11,250.00)

7 **d. Payment of Incentive Award to Named Plaintiff**

8 Subject to Court approval, the Named Plaintiffs shall each receive an Incentive Award of up
9 to Five Thousand Dollars (\$5,000.00) (\$10,000.00 in total), the request for which Defendants will
10 not object to or oppose. The Incentive Award shall be paid out of the Gross Settlement Amount and
11 shall not constitute payment to any Participating Class Member(s) other than Named Plaintiff
12 Mostafa Gad. To the extent that the Court approves less than the amount of incentive award that
13 Class Counsel request, the difference between the requested and awarded amounts will be reallocated
14 to the Net Settlement Amount.

15 Because it is the intent of the Parties that the Incentive Award represent payment to Named
16 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
17 withhold any taxes from the Incentive Awards. The Incentive Award will be reported on a Form
18 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
19 authorities as required by law. Plaintiff's Incentive Award payment is separate from and in addition
20 to Plaintiff's Individual Settlement Payment for his individually alleged claims (as described in
21 further detail in Section 3.04(i)), which shall be paid separately from the Gross Settlement Amount.

22 **e. Payment to the Labor and Workforce Development Agency**

23 In consideration of claims for penalties made under PAGA, Class Counsel will request that
24 the Court approve allocation of One Hundred Thousand Dollars (\$100,000.00) of the Gross
25 Settlement Amount to be attributed as the PAGA Settlement Amount. Seventy-five percent (75%) of
26 this payment will be allocated as the LWDA Payment, and twenty-five percent (25%) will be paid to
27 the Net Settlement Amount for distribution to PAGA Group Members. Defendants will not oppose
28 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.

1 The Court's adjustment, if any, of the amount allocated to Named Plaintiff's PAGA claim in the
2 PAGA Action, will not invalidate this Agreement.

3 **f. Payment of Individual Settlement Payments to Participating Class Members**

4 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
5 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
6 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
7 each Class Member during the Class Period and Qualifying PAGA Pay Periods in the PAGA Period.
8 To calculate the minimum amount each Class Member will receive based on their individual
9 Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying
10 Workweeks by all Class Members during the Class Period and Qualifying PAGA Pay Periods in the
11 PAGA Period then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the
12 next whole integer. Each Class Member's approximate Individual Settlement Payment amount will
13 be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount
14 will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro
15 rata basis based on the individual Qualifying Workweeks worked during the Class Period by each
16 Participating Class Member. Class Members who were employed during the PAGA Period will
17 receive their share of the PAGA Payment regardless of whether they Opt-out of the settlement.

18 Each Individual Settlement Payment will represent wages and penalties. Settlement Payments
19 for the Class Period will be allocated using the following formula: 10% allocated to wages; 90%
20 allocated to interest and penalties. Settlement Payments for the PAGA Period will be allocated as
21 100 percent penalties. The amounts paid as wages shall be subject to all tax withholdings customarily
22 made from an employee's wages and all other authorized and required withholdings and shall be
23 reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the
24 Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all
25 authorized and required withholdings other than the tax withholdings customarily made from
26 employees' wages and shall be reported by IRS 1099 forms.

27 No later than ten (10) business days after receiving the Gross Settlement Amount from
28 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual

1 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
2 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
3 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
4 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
5 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
6 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
7 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
8 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
9 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

10 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
11 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
12 a mass search on LexisNexis or a comparable database based on set criteria and, if another address
13 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
14 Settlement Administrator is unable to obtain a valid mailing address through this process, the
15 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
16 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

17 **g. Default on Payment.**

18 Defendants' failure to fund the Gross Settlement Amount within thirty (30) calendar days
19 after the date that the Court grants final approval of the Settlement shall be considered a default. In
20 the event Defendants fail to timely fund the Gross Settlement Amount, the Settlement Administrator
21 will provide notice to Class Counsel and Defendants' counsel within three (3) business days of the
22 missed payment. Thereafter, Defendants will have seven (7) days to cure the default and tender
23 payment to the Settlement Administrator. In the event Defendants fail to cure the default within the
24 times set forth herein, Named Plaintiff may elect to enter judgment against Defendants, on an ex
25 parte basis, for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will
26 be entitled to recover interest at ten percent (10%) per year from the due date for such payment and
27 reasonable attorneys' fees and costs.

28 **h. No Credit Toward Benefit Plans.**

1 The Individual Settlement Payments made to Participating Class Members under this
2 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
3 calculate any additional benefits under any benefit plans to which any Class Members may be
4 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
5 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
6 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
7 Members may be entitled under any benefit plans.

8 **i. Plaintiff Gad's Separate Individual Settlement Agreement.**

9 Separate from Plaintiff Gad's agreement to release all Class and PAGA wage and hour claims
10 alleged in the Action, Plaintiff Gad has also entered into a confidential standalone agreement to release
11 his individually alleged claims against Defendant ("Plaintiff Gad's Individual Settlement Agreement.").
12 Plaintiff Gad's Individual Settlement Agreement includes a general release of all known and unknown
13 claims of any type whatsoever Plaintiff Gad may have against Defendants, excluding his Class claims,
14 Incentive Award for the Class Action, and PAGA claims, that he is releasing in this Settlement
15 Agreement. Payment of Plaintiff Gad's Individual Settlement Agreement shall be made by Defendant
16 separate from and in addition to the Gross Settlement Amount paid in resolution of the Class and PAGA
17 claims alleged, and will be due within thirty (30) days of Plaintiff's execution of this Agreement.

18 **j. No Additional Contribution from Defendants**

19 Defendants' monetary obligation under this Agreement is limited to the Gross Settlement
20 Amount and any employer side payroll taxes owed on amounts characterized as wages under this
21 Agreement (with the express exception of any potential pro rata increase to the Gross Settlement
22 Amount, as described in Section 3.04(e), and Plaintiff's separate Individual Settlement Agreement
23 referenced in Section 3.04(i)). All other costs and expenses arising out of or in connection with the
24 performance of this Agreement shall be paid from the Gross Settlement Amount, unless expressly
25 provided otherwise herein. However, in the event this agreement is deemed null and void pursuant
26 to Section 2.01, because the Court, in its independent determination, finds that the Agreement does
27 not meet the standards for settlement approval, then Defendants and Plaintiff shall be equally
28

1 responsible for the costs of the Claims Administrator incurred between the date the Agreement was
2 executed and the date of such event.

3 ARTICLE IV

4 LIMITATIONS ON USE OF THIS SETTLEMENT

5 **Section 4.01: No Admission**

6 Defendants dispute the allegations in the Actions and disputes that, but for this Settlement, a
7 Class should not have been certified in the Class Action and that any wages or penalties are due or
8 should be awarded. This Agreement is entered into solely for the purpose of settling highly disputed
9 claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or
10 wrongdoing by Defendants or any of the Released Parties.

11 **Section 4.02: Non-Evidentiary Use**

12 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
13 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
14 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,
15 including but not limited to, evidence of a presumption, concession, indication, or admission by any
16 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
17 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
18 proceeding in the Actions, except for the purposes of effectuating the Settlement pursuant to this
19 Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims
20 released through this Agreement.

21 **Section 4.03: Nullification**

22 The Parties have agreed to the certification of the Class encompassing all claims alleged in
23 the Actions for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
24 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
25 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
26 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
27 Actions in their entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
28 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all

1 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
2 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
3 stipulate to class certification of all causes of action pled in the Actions as part of the Settlement will
4 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
5 should be certified by the Court in a non-settlement context in the Actions or any other action, and
6 in any of those events, Defendants expressly reserve the right to oppose certification of the Class.

7 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
8 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

9 **ARTICLE V**

10 **RELEASES**

11 **Section 5.01: Released Claims by Class Members**

12 Upon the date Defendants transfer the Gross Settlement Amount, Named Plaintiff and
13 Participating Class Members who do not opt out of the Settlement, release the Released Parties
14 from any and all claims alleged, or that could have been alleged, in Named Plaintiff's Operative
15 Complaint, based on the facts alleged, which arose during the Class Period, including but not
16 limited to: (1) failure to pay minimum wages under Labor Code §§ 1194, 1194.2, 1197 and
17 Industrial Welfare Commission Wage ("IWC") Order 4, § 3-4; (2) failure to pay overtime wages
18 under Labor Code §§ 510, 1194, 1198 and IWC Order 4, § 3; (3) failure to authorize or provide
19 meal periods under Labor Code §§ 226.7 and 512 and IWC Order 4, § 11; (4) failure to authorize
20 or permit rest periods under Labor Code §§ 226.7 and IWC Order 4, § 12; (5) failure to reimburse
21 necessary business expenses under Labor Code §§2800 and 2802; (6) failure to furnish accurate
22 itemized wage statements wage statement violations under Labor Code § 226 and IWC Order 4; (7)
23 failure to pay wages upon separation of employment and within the required time in violation of
24 Labor Code §§ 201-203; (8) Unlawful deduction from wages; and (9) violation of California
25 Business and Professions Code §§17200, *et seq.*, based on the preceding claims ("Released
26 Claims").

27 **Section 5.02: Released Claims by PAGA Group Members**

28

1 Upon the date of funding the GSA, the State of California and PAGA Group Members
2 release the Released Parties from all claims for civil penalties under Labor Code § 2698 *et seq.*
3 exhausted in Plaintiff’s notice(s) sent to the LWDA and alleged in the Operative Complaint, which
4 arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class
5 Settlement. This settlement is also conditioned on the covenant that PAGA Group members will
6 not participate in or receive recovery or monies in connection with any further proceeding seeking
7 penalties under Section 2699, which arose during the PAGA Period for claims based on the same
8 facts or theories of the Released Claims facts which were or could have been alleged in the Action.

9 **Section 5.03: Carlos Banaga’s Release of Known and Unknown Claims**

10 Upon the date of funding the GSA, Carlos Martinez Banaga hereby states that it is his
11 intention in executing this Agreement that the same shall be effective as a bar to each and every
12 claim, demand cause of action, obligation, damage, liability, charge, attorneys’ fees and costs
13 hereinabove released, and that he expressly waives, releases, acquits, and forever discharges the
14 Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of
15 action, of any nature arising from Carlos Martinez Banaga’s employment with Defendants, and each
16 of them, whether known or unknown, which exist or may exist as of the Parties’ execution of this
17 Agreement, and that he expressly waives and relinquishes all rights and benefits, if any, arising under
18 the provisions of Section 1542 of the California Civil Code which provides as follows:

19 *“A general release does not extend to claims that the creditor or releasing*
20 *party does not know or suspect to exist in his or her favor at the time of*
21 *executing the release and that, if known by him or her, would have*
22 *materially affected his or her settlement with the debtor or released party.”*

23 In addition to the release of Named Plaintiffs’ Class Action and PAGA claims, which shall
24 be released upon the Effective Date, as outlined in this Agreement, Plaintiff Gad shall sign a *Civil*
25 *Code* § 1542 general release in the Parties’ separate, confidential individual settlement agreement (as
26 described in Section 3.06(i)).

1 **ARTICLE VI**

2 **MISCELLANEOUS PROVISIONS**

3 **Section 6.01: Amendments or Modification**

4 The terms and provisions of this Agreement may be amended or modified only by an express
5 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
6 and approved by the Court.

7 **Section 6.02: Assignment**

8 None of the rights, commitments, or obligations recognized under this Agreement may be
9 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
10 consent of each other Party and their respective counsel. The representations, warranties, covenants,
11 and agreements contained in this Agreement are for the sole benefit of the Parties under this
12 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

13 **Section 6.03: Governing Law**

14 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
15 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
16 of laws.

17 **Section 6.04: Entire Agreement**

18 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
19 contains the entire understanding of the Parties with respect to the subject matter contained herein.
20 In case of any conflict between text contained in Articles I through VI of this Agreement and text
21 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
22 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
23 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
24 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
25 supersedes all prior agreements and understandings among the Parties with respect to the settlement
26 of the Actions, including correspondence between Class Counsel and Defense Counsel and drafts of
27 prior agreements or proposals.

1 **Section 6.05: Waiver of Compliance**

2 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
3 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
4 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
5 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
6 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
7 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8 **Section 6.06: Counterparts and Fax/PDF Signatures**

9 This Agreement, and any amendments hereto, may be executed in any number of counterparts
10 and any Party and/or their respective counsel may execute any such counterpart, each of which when
11 executed and delivered shall be deemed to be an original. All counterparts taken together shall
12 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
13 signature.

14 **Section 6.07: Meet and Confer Regarding Disputes**

15 Should any dispute arise among the Parties or their respective counsel regarding the
16 implementation or interpretation of this Agreement, a representative of Class Counsel and a
17 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
18 to submitting such disputes to the Court.

19 **Section 6.08: Agreement Binding on Successors**

20 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
21 of each of the Parties.

22 **Section 6.09: Cooperation in Drafting**

23 The Parties have cooperated in the negotiation and preparation of this Agreement. This
24 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
25 was the drafter or participated in the drafting of this Agreement.

26 **Section 6.10: Fair and Reasonable Settlement**

27 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
28 the Actions and have arrived at this Agreement through arm's-length negotiation and in the context

1 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
2 further believe that the Settlement is fair and reasonable, and is consistent with public policy, and
3 fully complies with applicable law.

4 **Section 6.11: Headings**

5 The descriptive heading of any section or paragraph of this Agreement is inserted for
6 convenience of reference only and does not constitute a part of this Agreement and shall not be
7 considered in interpreting this Agreement.

8 **Section 6.12: Notice**

9 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
10 communications under this Agreement must be in writing and addressed as follows:

11 *To Named Plaintiff and the Class:*

12 Kashif Haque
13 Samuel A. Wong
14 Jessica L. Campbell
15 Alexander G.L. Davies
16 Daniel E. Ishu
17 **AEGIS LAW FIRM, PC**
18 9811 Irvine Center Drive, Suite 100
19 Irvine, California 92618
20 Telephone: (949) 379-6250
21 Facsimile: (949) 379-6251

18 And

19 *To Defendants:*

20 Elizabeth L. Kolar, Esq. (SBN 168935)
21 Vanessa S. Vittorio, Esq. (SBN 192710)
22 **KOLAR & ASSOCIATES, A LAW CORPORATION**
23 12241 Newport Avenue
24 Santa Ana, California 92705
25 Tel (714) 544-0041
26 Fax (714) 544-0051

25 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

26 To the extent consistent with class action procedure, this Agreement shall be enforceable by
27 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
28

1 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Actions or the
2 liability of the Parties resulting from the allegations of the Actions. Its sole purpose is to adopt the
3 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
4 retain continuing jurisdiction over the Actions and over all Parties and Class Members, to the fullest
5 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
6 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
7 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
8 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
9 fees incurred in connection with any enforcement actions.

10 **Section 6.14: Mutual Full Cooperation**

11 The Parties agree fully to cooperate with each other to accomplish the terms of this
12 Agreement, including but not limited to the execution of such documents, and the taking of such
13 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
14 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
15 terms. In the event the Parties are unable to reach agreement on the form or content of any document
16 needed to implement the Settlement, or on any supplemental provisions that may become necessary
17 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

18 **Section 6.15: Authorization to Act**

19 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
20 Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action
21 required to effectuate the terms of this Agreement, except for signing documents, including but not
22 limited to this Agreement, that are required to be signed by the Parties themselves. Defendants
23 represent and warrant that the individual executing this Agreement on its behalf has the full right,
24 power, and authority to enter into this Agreement and to carry out the transactions contemplated
25 herein.

26 **Section 6.16: No Reliance on Representations**

27 The Parties have made such investigation of the facts and the law pertaining to the matters
28 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,

1 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
2 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
3 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
4 to any other matters. No representations, warranties, or inducements, except as expressly set forth
5 herein, have been made to any party concerning this Agreement.

6 **EXECUTION BY PARTIES AND COUNSEL**

7 The Parties and their counsel hereby execute this Agreement.

8 Dated: _____

MOSTAFA GAD

9
10 By: _____
Named Plaintiff


11
12 Dated: _____

CARLOS MARTINEZ BANAGA

13
14 By: _____
Named Plaintiff

15
16
17 Dated: September 1, 2023

ST. GEORGE AUTO SALES, INC.


18
19 By:  _____
(Signature)

20 Tony Bacily
21 (Printed Name)

22 _____
23 Defendant

24 Dated: September 1, 2023

ST. GEORGE AUTO CENTER, INC.

25
26 By:  _____
(Signature)

27 Tony Bacily
28 (Printed Name)

1 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
2 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
3 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
4 to any other matters. No representations, warranties, or inducements, except as expressly set forth
5 herein, have been made to any party concerning this Agreement.

6 **EXECUTION BY PARTIES AND COUNSEL**

7 The Parties and their counsel hereby execute this Agreement.

8 Dated: 08/30/2023

MOSTAFA GAD

9 By: 
10 _____
11 Named Plaintiff

12 Dated: _____

CARLOS MARTINEZ BANAGA

13
14 By: _____
15 Named Plaintiff

16
17 Dated: _____
18

ST. GEORGE AUTO SALES, INC.

19 By: _____
20 (Signature)

21 _____
(Printed Name)

22 _____
Defendant

23
24 Dated: _____
25

ST. GEORGE AUTO CENTER, INC.

26 By: _____
27 (Signature)

28 _____
(Printed Name)

1 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
2 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
3 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
4 to any other matters. No representations, warranties, or inducements, except as expressly set forth
5 herein, have been made to any party concerning this Agreement.

6 **EXECUTION BY PARTIES AND COUNSEL**

7 The Parties and their counsel hereby execute this Agreement.

8 Dated: _____

MOSTAFA GAD

9
10 By: _____
Named Plaintiff

11
12 Dated: Aug 30, 2023

CARLOS MARTINEZ BANAGA

13
14 By:  _____
Carlos Martinez (Aug 30, 2023 15:28 PDT)
Named Plaintiff

15
16
17 Dated: _____

ST. GEORGE AUTO SALES, INC.

18
19 By: _____
(Signature)

20
21 _____
(Printed Name)

22
23 _____
Defendant

24
25 Dated: _____

ST. GEORGE AUTO CENTER, INC.

26 By: _____
(Signature)

27
28 _____
(Printed Name)


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Defendant

APPROVED AS TO FORM ONLY:

Dated: August 30, 2023

AEGIS LAW FIRM, PC

By: 
Samuel A. Wong
Jessica L. Campbell
Alexander G.L. Davies
Daniel E. Ishu

Attorneys for Mostafa Gad

Dated: _____

BIBIYAN LAW GROUP, P.C.

By: _____
David D. Bibiyan
Diego Aviles
Sara Ehsani-Nia

Attorneys for Carlos Martinez Banaga

Dated: Sept. 1, 2023

KOLAR & ASSOCIATES, A LAW CORPORATION

By: 
Elizabeth L. Kolar
Vanessa S. Vittorio

Attorneys for Defendants St. George Auto Sales, Inc. and St. George Auto Center, Inc.