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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

MARLENE TORRES WELLS, SELWYN
WARD, CARL LEUNG, and CARRIE SINAI,
individually
and on behalf of all others similarly situated,

Plaintiff,

v.

AUTOLAND, LLC, and DOES 1 to 25,
Defendants.

Case No. RG17880284
ASSIGNED FOR ALL PURPOSES TO HON.
MICHAEL MARKMAN,
DEPT. 16

CLASS ACTION

**JOINT STIPULATION AND CLASS
SETTLEMENT AGREEMENT**

1 IT IS HEREBY STIPULATED AND AGREED by and between Defendant AUTOLAND,
2 LLC (hereinafter referred to as "Defendant") on the one hand, and Plaintiffs MARLENE TORRES
3 WELLS, SELWYN WARD, CARL LEUNG, and CARRIE SINAI (hereinafter referred to as
4 "Plaintiffs") on their behalf and on behalf of the other "Class Members" as defined herein, on the
5 other hand (hereafter collectively referred to as the "Parties"), subject to the approval of the Court
6 pursuant to section 382 of the California *Code of Civil Procedure* and Rule 3.769 of the California
7 *Rules of Court*, that the settlement of the Action (as defined herein) shall be effectuated and subject
8 to the following terms and conditions:

9 **I. SUMMARY OF SETTLEMENT TERMS**

10 Under the terms of the Settlement, Defendant will pay the Maximum Settlement Amount
11 ("MSA") of Six Hundred Twenty Five Thousand Dollars (\$625,000.00), without reversion, in
12 exchange for the full and final settlement and release of any and all claims that were or could have
13 been alleged in the operative Complaint in this Action, and subject to the terms and conditions
14 outlined in this Agreement (as defined herein). This is a no claims-made settlement and will be
15 administered by CPT Group, a third party administrator. Defendant conditionally agrees to
16 stipulate, solely for the limited purpose of consummating the terms of the Settlement contained in
17 this Agreement, to have the Court certify a class of all current and former Sales Consultants of
18 Defendant, during the Class Period (as defined herein).

19 In addition, Plaintiffs and Class Counsel will seek from the Maximum Settlement Amount:
20 (1) attorney's fees in the amount of Two Hundred and Eight Thousand Three Hundred and Twelve
21 Dollars and Fifty Cents (\$208,312.50), representing 33.33% of the MSA; (2) litigation costs not to
22 exceed Ten Thousand Dollars (\$10,000.00); and (3) enhancement payments for Plaintiffs Marlene
23 Torres Wells and Carrie Sinai in the amount of Five Thousand Dollars (\$5,000.00) each, and for
24 Plaintiffs Selwyn Ward and Carl Leung in the amounts of Two Thousand, Five Hundred Dollars
25 (\$2,500.00) each. Finally, any costs associated with the administration of the Settlement, including
26 but not limited to giving notice to the Class regarding the Settlement, processing any inquiries or
27 disputes, and remitting payment of any funds to the Authorized Claimants pursuant to the
28 procedures outlined herein ("Settlement Administration Costs"), which shall not exceed Ten

1 Thousand Dollars (\$10,000.00), will be paid from the Maximum Settlement Amount. Defendant
2 will not be responsible for anything more than the Maximum Settlement Amount, however,
3 payment of employer's share of payroll taxes and other required withholdings, based on Settlement
4 Payment(s) to the Class Members shall be paid by the Defendant in addition to the Maximum
5 Settlement Amount. There will be no reversion of any funds to the Defendant.

6 **II. DEFINITIONS**

7 As used in this Stipulation and Settlement Agreement (hereinafter the "Agreement"), the
8 following terms shall have the meanings specified below:

9 1. "Action" means this lawsuit, and the operative Complaint in the matter entitled
10 *Marlene Torres Wells, et. al. v. Autoland, LLC*, Alameda County Superior Court, Case No.
11 RG17880284.

12 2. "Agreement" or "Settlement" means this Stipulation and Settlement Agreement,
13 including any attached exhibits.

14 3. "Authorized Claimants" means those Class Members who do not timely file a valid
15 Request for Exclusion with the Settlement Administrator provided under this Agreement.

16 4. "Class," "Class Member," or "Class Members" means any current or former Sales
17 Consultants of Defendant in California who worked for Defendant at any time during the Class
18 Period.

19 5. "Class Counsel" means James Farinaro, Esq. of LAW OFFICE OF JAMES
20 FARINARO, 181 13th Street, Suite 2, Oakland, California 94612.

21 6. "Class Counsel Costs" means the amounts to be paid, after Court approval, to Class
22 Counsel for costs incurred by Class Counsel in this Action.

23 7. "Class Counsel Fees" means the amount to be paid, after Court approval, to Class
24 Counsel for attorneys' fees.

25 8. "Class Notice" or "Notice of Settlement" means the form to be prepared by the
26 Parties and sent to the Class Members, after the Court preliminarily approves the terms contained in
27 the Agreement informing them of the material terms of the Agreement, why they are receiving the
28 notice, and what their options are to object, or be excluded from the Settlement. The Class Notice is

1 attached hereto as Exhibit 1.

2 9. "Class Notice Period" or "Notice Period" means a period of forty-five (45) calendar
3 days after the original date of the Settlement Administrator's mailing of the Notice of Settlement.

4 10. "Class Period" means from October 26, 2013 up to and including the date of
5 preliminary approval of this Settlement.

6 11. "Complaint" or "Operative Complaint" means the Complaint for: (1) Action for
7 Reimbursement of All Expenses and Losses Pursuant to Labor Code §2802(a); (2) Failure to
8 Provide Meal and Rest Periods Pursuant to Labor Code §§ 226.7(c), 512(a) and Wage Order No. 4;
9 (3) Failure to Provide Itemized Wage Statements In Violation of Labor Code §226(a); (4) Waiting
10 Time Penalties Pursuant to Labor Code §§ 201 – 203; (5) Failure to Pay Overtime in Violation of
11 Labor Code §§ 204, 510, 1194 & 1198, and Wage Order No. 4; and (6) Unlawful Business
12 Practices; Business & Professions Code §§ 17200 – 17208

13 12. "Counsel for Defendant," "Defense Counsel," or "Defendant's Counsel" means
14 Alfred J. Landegger, Esq., Oscar E. Rivas, Esq., and Patrick E. White III, Esq., of LANDEGGER
15 BARON LAW GROUP, ALC, 15760 Ventura Blvd., Suite 1200, Encino, California 91436,
16 Telephone No.: (818) 986-7561; Facsimile No.: (818) 986-5147.

17 13. "Court" means the Alameda County Superior Court in which the Action is currently
18 pending, the Honorable Michael Markman presiding, and located at 1221 Oak Street, Oakland,
19 California 94612. Court shall also mean any other Court that acquires proper jurisdiction of this
20 Action.

21 14. "Distributable Amount," "Net Settlement Amount," or "NSA" means the amount
22 that is distributable to the Authorized Claimants, and equals the Maximum Settlement Amount less
23 Class Counsel Fees, Class Counsel Costs, Enhancement Payment(s), and Settlement Administration
24 Costs.

25 15. "Effective Date" means the later of (a) the date of entry of Order granting final
26 approval of this Settlement, if no objection to the Settlement is filed, (b) the date on which the time
27 for all appeals from objections to the Settlement has expired, if one or more objections to the
28 Settlement are filed, and not withdrawn, and (c) if an appeal is taken, the date on which the appeal

1 is settled, withdrawn or dismissed, or any reviewing court issues a decision, the time for further
2 appeal has expired, and the trial court has regained jurisdiction.

3 16. "Enhancement Payment(s)" means the payment(s) to Representative Plaintiffs
4 Marlene Torres Wells, Carrie Sinai, Selwyn Ward, and Carl Leung, in addition to whatever
5 payment they are otherwise entitled to as Authorized Claimants.

6 17. "Final Approval Hearing" refers to the hearing during which the Parties will seek
7 final approval of this Agreement.

8 18. "Final Judgment" means the order entered by the Court pursuant to the terms set
9 forth in this Agreement finally and fully giving effect to the terms contained in this Agreement and
10 dismissing the Action with prejudice as to the Representative Plaintiffs and the Class, except those
11 Class Members who timely Opt-Out.

12 19. "Maximum Settlement Amount" or "MSA" means the total amount of Six Hundred
13 Twenty Five Thousand Dollars (\$625,000.00) to be paid by Defendant pursuant to the terms of this
14 Agreement.

15 20. "Notice Returns" means envelopes containing the Class Notice that were mailed by
16 the Settlement Administrator to Class Members but were undelivered and returned to the Settlement
17 Administrator by the United States Postal Service.

18 21. "Objection to Class Settlement" means any written objection to this Settlement by
19 Class Members who do not choose to be excluded from the Class that is served on the Settlement
20 Administrator within the Opt-Out Period.

21 22. "Opt-Out Period" refers to the deadline of no later than forty five (45) calendar days
22 after the original date of the Settlement Administrator's mailing of the Notice of Settlement that any
23 Class Member, who wishes to be excluded from the Settlement, submits a Request for Exclusion.

24 23. "Personal Release(s)" means each individual Representative Plaintiff's irrevocable
25 and unconditional release, acquittal, and discharge of the Released Persons and all persons and/or
26 corporate entities acting by, through, under, or in concert with any of them, or any of them, from
27 any and all complaints, claims, penalties, liabilities, obligations, promises, agreements,
28 controversies, damages, costs, losses, debts and expenses (including attorneys' fees and costs

1 actually incurred), of any nature whatsoever, including but not limited to claims arising from the
2 California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); the California
3 Fair Employment and Housing Act (Cal. Govt. Code §12900 et seq.); the Americans with
4 Disabilities Act; the Age Discrimination in Employment Act (29 U.S.C. §§621-633a); the Older
5 Workers' Benefit Protection Act; and claims of intentional infliction of emotional distress;
6 defamation and/or libel, or any other damage to reputation claims; breach of implied contract or for
7 claims of a breach of the covenant of good faith and fair dealing, as well as any other express or
8 implied covenant; or any other statute or common law principle of similar effect, known or
9 unknown, which the person giving this release now has, owns, or holds, or claims to have, own or
10 hold, or which said person at any time heretofore had, owned, or held, or claimed to have, own, or
11 hold or which said person at any time hereinafter may have, own, or hold, or claim to have, own, or
12 hold, against each or any of the Released Persons, arising from acts, events, or circumstances
13 occurring on or before the effective date of this Agreement.

14 As to the foregoing claims, each individual Representative Plaintiff expressly waives the
15 benefits of California *Civil Code §1542*. *Civil Code §1542* provides:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
17 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
18 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
19 THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD
20 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
21 THE DEBTOR OR RELEASED PARTY.

22 The Personal Release(s) are not intended to, nor do they cover, any claims that cannot be
23 released as a matter of law.

24 24. "Preliminary Approval Order" is the order preliminarily approving the settlement
25 terms contained in this Agreement.

26 25. "Preliminary Approval Date" is the date the Court grants preliminary approval of
27 this Settlement.

28 26. "Qualifying Workweeks" means the total number of days worked by any Class
Member during the Class Period divided by five (5). Any remainder will be rounded up to the
nearest week.

1 27. “Redirected Notice” means a re-mailing of the Class Notice mailed by the Settlement
2 Administrator to a new or different address to a Class Member that was obtained by the Settlement
3 Administrator as a result of a Notice Return.

4 28. “Released Class Claims” means any and all claims, debts, liabilities, demands,
5 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which relate
6 to any and all claims alleged or which could have been alleged based on the facts in the operative
7 Complaint filed by Representative Plaintiffs, both on their behalf and on behalf of the Class
8 Members in this Action during the Class Period, including the date of preliminary approval of the
9 Settlement under any federal, state or local law, and shall specifically include but is not limited to
10 claims for failure to reimburse all business expenses, failure to provide meal periods, failure to
11 provide rest periods, failure to provide accurate itemized wage statements, waiting time penalties,
12 unpaid overtime wages, unpaid regular wages, wage deductions (including but not limited to
13 violations of Labor Code §§ 221, 222, 223, and 224), unfair competition (pursuant to Business and
14 Professions Code § 17200 *et. seq.*), and any other claims, including penalties, pertaining to the
15 Class Members which were alleged or could have been alleged in operative Complaint. This release
16 is limited in time to the Class Period covering the Class Members who worked for the Released
17 Persons in the State of California.

18 29. “Released Persons” means Defendant AUTOLAND, LLC, and its respective agents,
19 attorneys, insurers, past, present and future divisions, affiliates, DBAs (if any), predecessors,
20 successors, shareholders, officers, directors, managers, employees, trustees, representatives,
21 administrators, fiduciaries, assigns, subrogees, executors, partners, parents, owners, subsidiaries,
22 privies, and/or any and all persons and/or corporate entities acting by, through, under or in concert
23 with any of them.

24 30. “Representative Plaintiffs” means Plaintiffs Marlene Torres Wells, Carrie Sinai,
25 Selwyn Ward, and Carl Leng (and their representative(s), heir(s), assign(s), and attorney(s)).

26 31. “Request for Exclusion” or “Opt-Out” means a written request by a Class Member
27 to be excluded from the Class and the Settlement containing all the information necessary as
28 detailed herein.

1 32. “Settlement Administrator” refers to CPT Group (or “CPT”), the entity that Class
2 Counsel and Counsel for Defendant selected to administer this Settlement and to act as the
3 Settlement Administrator to process the Settlement under the terms of this Agreement.

4 33. “Settlement Administration Costs” means the fees and costs incurred or charged by
5 the Settlement Administrator in connection with the execution of its duties under this Agreement
6 including, but not limited to: (i) fees and costs associated with preparing, issuing and/or monitoring
7 reports, filings and notices (including the cost of printing and mailing all notices and other
8 documents to the Class) required to be prepared in the course of administering the Settlement;
9 (ii) computing the amount of the Settlement Payments, taxes, and any other payments to be made
10 under this Agreement; (iii) handling inquiries about the calculation of individual Settlement
11 Payments; (iv) establishing and operating a Settlement payment center address, and phone number
12 to receive Class Members' inquiries about the Settlement; and (v) remitting any tax deductions or
13 subtractions applicable under the law and/or pursuant to this Agreement and preparing and
14 submitting any filings required by any governmental taxing authority or other governmental agency.

15 34. “Settlement Payment” refers to the payment to any Authorized Claimant pursuant to
16 the terms of this Agreement.

17 **III. BACKGROUND**

18 The original complaint in this Action was filed on October 26, 2017, in the Superior Court
19 of the State of California, County of Alameda. In the Complaint, Plaintiffs assert the following
20 claims: (1) Action for Reimbursement of All Expenses and Losses Pursuant to Labor Code
21 §2802(a); (2) Failure to Provide Meal and Rest Periods Pursuant to Labor Code §§ 226.7(c), 512(a)
22 and Wage Order No. 4; (3) Failure to Provide Itemized Wage Statements In Violation of Labor
23 Code §226(a); (4) Waiting Time Penalties Pursuant to Labor Code §§ 201 – 203; (5) Failure to Pay
24 Overtime in Violation of Labor Code §§ 204, 510, 1194 & 1198, and Wage Order No. 4; and (6)
25 Unlawful Business Practices; Business & Professions Code §§ 17200 – 17208. Defendant denies
26 each and every one of the allegations asserted in the Complaint and asserts that it has no liability for
27 the claims of the Representative Plaintiffs or the Class.

28 The Parties have conducted a significant investigation of the facts and law during the

1 prosecution of this Action, which included informal discovery. The informal discovery included the
2 exchange of class information such as class size and composition, the production of Class
3 Members' time and payroll records, Sales Consultant Pay Plans for the years 2013 through 2018, as
4 well as Defendant's written wage and hour policies and practices. The Parties conducted the
5 aforementioned investigation and discovery in anticipation of, and prior to, the private mediation of
6 the Action. Counsel for the Parties investigated the law as applied to the discovered facts regarding
7 the alleged claims of the Representative Plaintiffs and the potential defenses thereto, and the
8 potential damages claimed by the Representative Plaintiffs.

9 Thereafter, the Parties participated in a full day mediation on June 26, 2019 before an
10 experienced and well-regarded mediator, Jeffrey L. Krivis, Esq. Through the efforts of all Parties
11 and their counsel, as well as the invaluable assistance of the mediator, the Parties were eventually
12 able to reach a mutual understanding of the material terms of settlement, which are memorialized in
13 this Agreement.

14 Representative Plaintiffs and Class Counsel concluded, after taking into account the sharply
15 disputed factual and legal issues involved in the Action, the risks and substantial expenses involved
16 in the further prosecution of this case, and the substantial benefits to be received pursuant to the
17 compromise and settlement of the Action at this early stage, as set forth in this Agreement, that
18 settlement on the terms set forth herein is in the best interest of Representative Plaintiffs and the
19 Class, and is fair and reasonable. In particular, Class Counsel and Representative Plaintiffs
20 understand the risk of the class certification process, as well as the potential merits of affirmative
21 defenses expected to be raised by the Defendant. In light of the risks related to certifying a class,
22 prevailing on an anticipated motion for summary judgment and a potential trial, the recovery of Six
23 Hundred Twenty Five Thousand Dollars (\$625,000.00) obtained in the Action is both reasonable
24 and fair.

25 Similarly, Defendant concluded that there are benefits associated with settling the Action at
26 this early stage. After taking into account the sharply disputed factual and legal issues involved in
27 the Action, the expense and burden of protracted litigation, and its desire to put the controversy to
28 rest, Defendant believes that settlement on the terms set forth in this Agreement is in its best interest

1 and is fair and reasonable. Defendant in particular has concluded that the future costs and expenses
2 involved in continuing the Action are substantial and chose to eliminate any further expenses,
3 attorneys' fees, and risks via the Settlement. In particular, given the severely disputed nature of the
4 case, it is expected that substantial expenses will be incurred determining many issues dealing with
5 discovery, a class certification motion, a Summary Judgment motion, eventual trial, and possible
6 appeals.

7 This Agreement contemplates (i) entry of an Order preliminarily approving the Settlement
8 and approving certification of a provisional settlement class, contingent upon final approval of the
9 Settlement; (ii) the mailing of a Notice of Settlement to all Class Members; (iii) the processing of
10 any objections, and opt-outs by the Settlement Administrator, as well as payment to the Class
11 Members after final approval of this Agreement by the Court; and (iv) entry of Final Judgment
12 granting final approval of the Settlement and terms contained therein.

13 **IV. SETTLEMENT APPROVAL & IMPLEMENTATION PROCEDURE**

14 **A. Preliminary Approval of the Settlement**

15 As soon as practicable, Class Counsel will also submit this Agreement to the Court for its
16 preliminary approval. Such submission will include such motions, pleadings, and evidence as may
17 be required for the Court to determine that this Agreement is fair, adequate, and reasonable, as
18 required by section 382 of the California *Code of Civil Procedure* and Rule 3.769 of the California
19 *Rules of Court*. Such submission will also include a Notice of Class Settlement and Notice of
20 Settlement Award ("Notice of Settlement") in substantially the form attached hereto as Exhibit 1.

21 **B. Conditional Certification of the Class**

22 Defendant hereby consents, solely for purposes of the Settlement set forth in this
23 Agreement, to the conditional certification of the Class, to the conditional appointment of Class
24 Counsel, and to the conditional approval of the Representative Plaintiffs, provided however, that if
25 the Settlement fails to be approved or otherwise fails to be consummated for any reason whatsoever,
26 including but not limited to the Final Judgment not becoming final, then Defendant retains all rights
27 previously available to it, and any provisional certification of any class, or the adoption of any
28 procedure herein, shall be undone and the Parties restored to their pre-settlement status as if no

1 settlement had been reached and no decisions were made pursuant to it. In that event, nothing in
2 this Agreement or other papers or proceedings related to the Settlement shall be used as evidence or
3 argument by any party, including any Class Members who opt out, concerning whether or not the
4 claims advanced in the Complaint may properly be maintained as a class action, whether the
5 purported class is ascertainable, or whether Class Counsel or the Representative Plaintiffs can
6 adequately represent the members of the class under applicable law.

7 **C. Cooperation**

8 The Parties agree to cooperate fully with each other to accomplish the terms and
9 requirements of this Agreement, including but not limited to, the execution of such documents and
10 to take such other action as may reasonably be necessary to implement the terms of this stipulated
11 Settlement.

12 Except as otherwise provided herein, neither party nor any of their attorneys or agents shall
13 initiate any communication with any Class Members for the purpose of encouraging or discouraging
14 them to Opt-Out of the Class, or to object to the Settlement contained herein, unless agreed upon by
15 the other party in writing or if authorized by the Court. This provision in no way limits Class
16 Counsel from communicating with the Representative Plaintiffs, nor does the provision limit Class
17 Counsel from responding to any inquiry initiated by any Class Members.

18 The Parties shall promptly submit this Agreement for preliminary approval and
19 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon
20 execution of this Agreement, the Parties shall apply to the Court for the entry of a Preliminary
21 Approval Order scheduling a hearing to determine whether the proposed Class Settlement should be
22 approved as fair, reasonable, and adequate as to the Class Members, and approving as to form and
23 content of the proposed Notice of Settlement.

24 **D. Notice Of Settlement By Mail**

25 Defendant will provide as soon as practicable, but no later than ten (10) business days after
26 the Preliminary Approval Date, to the Settlement Administrator a list containing the Class
27 Members' names, last known addresses, dates of employment, and social security numbers, which
28 will be used to send the Notice of Settlement to the Class Members. Using this list, the Settlement

1 Administrator shall calculate the Qualified Workweeks and the Settlement Payment to which each
2 Class Member is entitled to pursuant to the formula provided in Section IV(J)(2), below, and mail
3 the Notice of Settlement via First-Class mail using the United States Postal Service to the most
4 recent address known for each Class Member within twenty (20) calendar days of receipt from
5 Defendant of the Class Members' information. Before mailing the Notice of Settlement, the
6 Settlement Administrator shall review the National Change of Address registry for all Class
7 Members and/or skip trace to determine the most up-to-date addresses of all Class Members. If any
8 Notices of Settlement are returned with a forwarding address, the Settlement Administrator will re-
9 mail the Notice of Settlement to the Class Member whose notice was returned.

10 In the event that prior to the final date for any Class Member to Opt-Out, any Notice mailed
11 to the Class Member is returned as having been undelivered by the U.S. Postal Service ("Notice
12 Return"), the Settlement Administrator shall, via skip-tracing, seek an address correction from such
13 Class Member(s), and send a Redirected Notice to the new or different address within seven (7)
14 calendar days if such address is found. The Settlement Administrator may conduct any investigation
15 it deems economically reasonable and consistent with its role and industry practice to determine the
16 correct address of any Class Member. Any class member to whom a Redirected Notice has been
17 remailer shall have 45 days from the mailing of the Redirected Notice or up to the 7th day before the
18 Final Approval Hearing, whichever is longer, to exercise his or her options as provided in the
19 Notice.

20 The Notice of Settlement to Class Members shall notify the Class Members of the fact and
21 nature of this Settlement. Further, the Notice of Settlement shall inform the Class Members that
22 they are entitled to a Settlement Payment and shall indicate the number of Qualified Workweeks
23 calculated for the particular Class Member along with the estimated amount of the Settlement
24 Payment the particular Class Member will receive if the Settlement is approved. The Notice of
25 Settlement will also specifically inform Class Members that they do not have to submit a claim
26 form in order to receive Settlement Payment. Moreover, the Notice of Settlement shall outline the
27 procedures for submitting Opt-Outs and/or Objections to the Settlement and all deadlines applicable
28 thereto.

1 The Notice of Settlement to Class Members shall also inform Class Members of the deadline
2 by which the checks representing the Settlement Payments must be cashed/negotiated (180 calendar
3 days), and also that by cashing/negotiating the checks representing the Settlement Payments, it shall
4 constitute opting-in for a release of claims under the Fair Labor Standards Act to the extent such
5 claims fall within the definition of Released Class Claims as that phrase is defined and used in this
6 Agreement.

7 Class Members shall have forty-five (45) calendars days from the date the Class Notice is
8 first mailed by the Settlement Administrator (“Class Notice Period” or “Notice Period”) to submit a
9 Request for Exclusion, or an Objection to Class Settlement, as further explained herein.

10 **E. Requests for Exclusion (“Opt-Outs”)**

11 Any Class Member who wishes to be excluded from the Settlement outlined herein must
12 mail to the Settlement Administrator a written statement expressing his or her desire to be excluded
13 from the Settlement (a “Request for Exclusion” or “Opt-Out”). For the Request for Exclusion to be
14 accepted it must be timely and valid. To be valid the Request for Exclusion must contain a
15 statement that the Class Member requests to be excluded from the class and must include the name
16 (and former names used during his/her employment with AUTOLAND, LLC, if any), current
17 address, telephone number, and last 4 numbers of their social security number. In addition, the
18 statement shall be signed and dated by the Class Member.

19 To be timely, any Class Member who wishes to be excluded from the Settlement must
20 submit a Request for Exclusion to the Settlement Administrator postmarked no later than forty-five
21 (45) calendar days after the original date of the Settlement Administrator's mailing of the Notice of
22 Settlement (the “Opt-Out Period”). Any Class Member who submits a valid and timely Request for
23 Exclusion or Opt-Out shall no longer be a member of the Class, shall be barred from participating in
24 this Settlement, shall not receive a Settlement Payment, shall be barred from objecting to this
25 Settlement, and shall receive no benefit from this Settlement and will not be bound by Settlement
26 or release of claims.

27 Any Class Member who fails to submit a timely Request for Exclusion or Opt-Out within
28 the Opt-Out Period shall be bound by all terms of this Agreement, regardless of whether that Class

1 Member receives and/or cashes his or her check for Settlement Payment.

2 **F. Declaration Of Compliance**

3 As soon as practicable, but no later than ten (10) calendar days following the Opt-Out-
4 Period, the Settlement Administrator shall provide Class Counsel and Counsel for Defendant with a
5 declaration attesting to completion of the notice process set forth in this Section (Section IV) of the
6 Agreement, including an explanation of efforts to resend undeliverable notices returned with
7 forwarding addresses, and a summary of disputed claims, and opt outs including the name of the
8 class members opting out, which declaration shall be filed with the Court by Class Counsel along
9 with their papers requesting Final Approval of the Settlement.

10 **G. Sufficient Notice**

11 Compliance with the procedures described in this Section shall constitute due and sufficient
12 notice to Class Members of this Settlement and the final approval hearing, shall satisfy the
13 requirements of due process, and nothing else shall be required of the Representative Plaintiffs,
14 Class Counsel, Defendant, Counsel for Defendant, or the Settlement Administrator to provide
15 additional notice of the settlement and the Final Approval Hearing, unless expressly ordered by the
16 Court.

17 **H. Objections To Settlement**

18 Any Class Member wishing to object to the Settlement must notify the Settlement
19 Administrator in writing of his or her intent to object within forty-five (45) calendar days of mailing
20 of the Notice of Settlement. Class Members are forever barred from objecting to the Settlement if
21 they do not serve written objections on the Settlement Administrator within forty-five (45) calendar
22 days of the mailing of the Notice of Settlement.

23 To be considered valid, an objection must be in writing, must include the objector's name
24 and address, and last four digits of their Social Security Number or their employee ID number and
25 must include the basis for the objection (including why the objector believes the settlement is not in
26 the best interest of the Class), along with any and all documents that support the objection. In order
27 to object to the Class Settlement, the Class Member must not have submitted a Request for
28 Exclusion. As soon as practicable, the Settlement Administrator shall forward any and all objections

1 to Class Counsel and Defense Counsel.

2 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
3 Class Members to file or serve written objections to the Settlement or appeal from the Final
4 Judgment. Class Counsel shall not represent any Class Members with respect to any such
5 objections.

6 If an Objection or dispute of the amount due to a Class Member and a Request for Exclusion
7 are received from the same Class Member, the Settlement Administrator shall attempt to resolve the
8 matter by contacting the Class Member by any reasonable means to determine the Class Member's
9 choice. If the Settlement Administrator fails to determine what the Class Member intends, the Opt-
10 Out shall be null and void, and the Class Member will be counted as part of the Class.

11 **I. Final Approval Hearing**

12 At the Final Approval Hearing, the Representative Plaintiffs, Class Counsel, and Counsel for
13 Defendant shall ask the Court to give final approval to this Agreement and the Settlement contained
14 herein. At this hearing, the Court will consider and rule upon any Objections to Settlement
15 submitted by any Class Member, whether timely or not. Upon granting final approval of the
16 Settlement contained herein, the Court shall also enter a Final Judgment which, among other things,
17 will implement the Releases contained in Section VI of the Agreement as to Representative
18 Plaintiff, and all Class Members who did not timely Opt-Out of the Settlement. The Release
19 contained in Section VI of this Agreement shall enter into effect concurrently with the issuance of
20 the Final Approval Order and/or Judgment.

21 **J. Formulas to Determine Payment, Distribution of Funds and Payment of Funds**

22 **1. *General Terms of Settlement***

23 Defendant shall pay the Maximum Settlement Amount of Six Hundred Twenty Five
24 Thousand Dollars (\$625,000.00), to settle this Action, under the terms described in this Agreement.
25 Defendant shall pay the MSA in one installment within 60 calendar days from the Effective Date.

26 From the Maximum Settlement Amount, Class Counsel will request, and Defendant will not
27 oppose, Two Hundred Eight Thousand Three Hundred Twelve Dollars and Fifty Cents
28 (\$208,312.50) as Class Counsel Fees, and up to Ten Thousand Dollars (\$10,000.00) for Class

Counsel Costs. In addition, Class Counsel will request the following amounts for Enhancement Payments: (1) Five Thousand Dollars (\$5,000.00) each to Representative Plaintiffs Marlene Torres Wells and Carrie Sinai; and (2) Two Thousand, Five Hundred Dollars (\$2,500.00) each to Representative Plaintiffs Selwyn Ward and Carl Leung. Each Representative Plaintiff will have to execute the Agreement to receive the Enhancement Payments. If any Representative Plaintiff does not sign the Agreement, he or she can only participate in the Settlement as a Class Member. Under no circumstances will Defendant be required to pay more in Class Counsel Fees, Class Counsel Costs, and/or Enhancement Payment(s) than specified in this Section. Class Counsel Fees, Class Counsel Costs, and the Enhancement Payment(s) are subject to Court approval. The Court's ruling on the request for Class Counsel Fees, Class Counsel Costs, and Enhancement Payment(s) shall not affect the enforceability of this Agreement or the terms contained herein. In the event the Court reduces the amount requested in Class Counsel Fees, Class Counsel Costs and/or Enhancement Payment(s), the difference shall be added to the Distributable Amount to the Class Members.

In addition, the Settlement Administration Costs, currently estimated at Ten Thousand Dollars (\$10,000.00) shall be made from the Maximum Settlement Amount. Any and all Settlement Administration Costs shall be made from the Maximum Settlement Amount. Any amounts not used by the Settlement Administrator for Settlement Administration shall be added to the Distributable Amount to the Class Members.

Consequently, the amount from which the Class may be paid, also called the "Distributable Amount," is estimated to be:

Maximum Settlement Amount	\$625,000.00
Class Counsel Fees	-\$208,312.50
Class Counsel Costs	-\$10,000.00
Enhancement Payment(s)	-\$15,000.00
Settlement Administrator Costs	-\$10,000.00
<hr/>	
Distributable Amount	\$381,687.50

1 No funds will revert to the Defendant from the Maximum Settlement Amount.

2 **2. Formula for Determining the Value of the Claims for the Class and for**
3 **Each Class Member Who Do Not Opt Out**

4 In order to fairly distribute the Settlement Payments to Class Members, Class Counsel and
5 Defendant's Counsel have arrived at a formula designed to fairly determine each Authorized
6 Claimant's pro rata payment from the Distributable Amount based on their length of service. The
7 formula is based on the relative amount of the Authorized Claimant's Qualifying Workweeks
8 worked as compared to the total Qualifying Workweeks worked by the Class Members as a whole.

9 Each Authorized Claimant's pro-rata Settlement Payment is calculated by dividing the
10 Distributable Amount, by the total number of Qualifying Workweeks of the Class, to determine the
11 monetary value of each Qualifying Workweek. To determine each Authorized Claimant's
12 Settlement Payment, the Settlement Administrator will then multiply the number of each
13 Authorized Claimant's Qualifying Workweeks, as calculated above, times the value of each
14 Qualifying Workweek, as calculated above. The resulting figure shall be rounded up to the nearest
15 cent.

16 Mathematically, the Authorized Claimant's payment is calculated as follows: Authorized
17 Claimant's Settlement Payment = [(Distributable Amount ÷ Qualifying Workweeks of the Class
18 Members) X (Authorized Claimant's Qualifying Workweeks)].

19 The amount payable to each Authorized Claimant will depend upon the amount of
20 Qualifying Workweeks worked by the Authorized Claimant in California during the Class Period.

21 Payments from the Distributable Amount shall be made only to Authorized Claimants,
22 pursuant to the manner provided in this Agreement and this section, in particular. Within a
23 reasonable time but no later than ten (10) business days after the Preliminary Approval Date,
24 Defendant shall provide to the Settlement Administrator an updated list containing the Class
25 Members' names, last known addresses, dates of employment, and social security numbers.

26 Defendant's employment records used to calculate each Class Members' Settlement
27 Payment shall be presumed to be correct. However, each Class Member shall be given an
28 opportunity to dispute the number of Qualifying Workweek(s) as provided in their Notice of

1 Settlement Award. Any such dispute shall be sent in writing to the Settlement Administrator
2 postmarked on or before the Opt-Out Period deadline, and the Class Member shall provide any
3 information he/she deems proper. The Settlement Administrator shall send the dispute information
4 to Defendant's Counsel and Class Counsel within five business days of receiving the dispute.
5 Defense and Class Counsel shall meet and confer to determine if they can agree to a resolution
6 regarding the Class Member's challenge. The Settlement Administrator will inform the Class
7 Member. Defense and Class Counsel will inform the Settlement Administrator to approve payment
8 to the Class Member, as revised by the evidence submitted by the Class Member. Any Party,
9 including the Class Member, may present the issue to the Court for resolution.

10 Payment to each Authorized Claimant shall be allocated as follows: Thirty Percent (30.00
11 %) of any settlement funds paid to any Class Member shall be attributed to wages, to be reported on
12 an IRS Form W-2 with legally required tax deductions; Forty percent (40.00%) of any settlement
13 funds paid to any Class Member shall be treated as statutory penalties, and Thirty percent (30.00%)
14 as interest, to be reportable on IRS Form 1099 with no withholding. Each Class Member shall be
15 responsible for any tax consequences of the Settlement or payment of funds pursuant to this
16 Agreement, including the payment of any applicable tax deductions or obligation as if paying
17 through payroll. Any payroll tax payable from the payment of any settlement funds to any Class
18 Member pursuant to the terms of this Agreement shall not be made from the Distributable Amount.
19 However, Defendant will be responsible for employer side payroll taxes, separate and apart from
20 the MSA.

21 **3. Class Counsel Fees, Costs, Enhancement Payment, Settlement**
22 **Administration Cost, and Payment of Maximum Settlement Amount Funds**

23 Plaintiffs and Class Counsel will request, and Defendant agrees not to oppose, payment from
24 the Maximum Settlement Amount of Five Thousand Dollars (\$5,000) each to Representative
25 Plaintiffs Marlene Torres Wells and Carrie Sinai, and Two Thousand Five Hundred Dollars
26 (\$2,500) each to Representative Plaintiffs Selwyn Ward and Carl Leung, as Enhancement
27 Payment(s). Class Counsel believes, and Defendant does not challenge, that such awards to the
28 Representative Plaintiffs as Enhancement Payment(s) are reasonable. Plaintiffs and Class Counsel

1 will request, and Defendant agrees not to oppose, the payment from the Maximum Settlement
2 Amount of Two Hundred and Eight Thousand, Three Hundred and Twelve Dollars and Fifty Cents
3 (\$208,312.50) to Class Counsel for Class Counsel Fees. Class Counsel believes, and Defendant
4 does not challenge, that such an award to Class Counsel is reasonable. Plaintiffs and Class Counsel
5 will request, and Defendant agrees not to oppose, a payment from the Maximum Settlement
6 Amount not to exceed Ten Thousand Dollars (\$10,000.00) to Class Counsel for Class Counsel
7 Costs. Class Counsel believes, and Defendant does not challenge, that such an award to Class
8 Counsel is reasonable. Class Counsel Fees, Costs and the Enhancement Payment(s), whether they
9 are awarded as requested or reduced by the Court at its discretion, shall be paid from the Maximum
10 Settlement Amount.

11 Moreover, all the Settlement Administration Costs shall be paid from the Maximum
12 Settlement Amount, which the Parties estimate will be about Ten Thousand Dollars (\$10,000.00).

13 Class Counsel shall timely provide a completed IRS Form W-9 no later than five (5)
14 calendar days after the Effective Date and any other information needed for the Settlement
15 Administrator to make payments. Any payment obligation by any party shall be tolled until the
16 correct information is provided as required by any party. Settlement Administration Costs may be
17 paid earlier if necessary to effectuate the terms of this Agreement, except that the party paying shall
18 be entitled to offset the costs from the Maximum Settlement Amount. Under no circumstances shall
19 Defendant be required to pay more than the Maximum Settlement Amount.

20 The Settlement administrator shall pay the attorneys' fees and costs awarded to Class
21 Counsel and the incentive awards awarded to the Representative Plaintiffs from the Maximum
22 Settlement Amount pursuant to the disbursement described in Section IV(L).

23 **K. The Settlement Administrator**

24 Class Counsel and Defense Counsel designate CPT, an experienced Settlement
25 Administrator, to process this Settlement. The Settlement Administrator will administer the
26 Settlement including, but not limited to, distributing the Class Notice of Settlement, calculating and
27 directing the disbursements for Settlement Payments from the Distributable Amount, and handling
28 inquiries about the calculation of individual settlement payments to the Class pursuant to the terms

1 contained in this Agreement. The Settlement Administrator shall establish a settlement payment
2 center address, telephone number, and facsimile number to receive and timely process Class
3 Members' inquiries about the Class Notice of Settlement, Requests for Exclusion and Objections,
4 and process the payments to the Class under the terms of this Agreement. Moreover, the Settlement
5 Administrator shall provide as soon as possible to Defense Counsel instructions for Defendant to
6 tender the MSA payment by electronic transfer to the Settlement Administrator. Defendant's
7 payment of the MSA is contingent upon receipt of the payment instructions. Defendant expressly
8 agrees to follow the Settlement Administrator's payment instructions. The Parties agree that
9 Defendant's payment obligations under the Settlement shall be met upon initiating the electronic
10 transfer of funds to the Settlement Administrator, pursuant to its instructions.

11 The Settlement Administrator shall provide the parties with weekly reports commencing
12 with the date the Class Notice is first mailed and continuing to the Effective Date notifying the
13 Parties of Notices mailed, Notices returned to sender, Notice re-mailed and the number of valid
14 Opt-Outs submitted by Class Members, if any, the number of Objections and identity of Objectors,
15 if any and the amounts of all Settlement Payments due and payable.

16 The Settlement Administrator shall not disburse the settlement funds except as provided
17 herein, as ordered by the Court, or as agreed upon, in writing, by Defense Counsel and Class
18 Counsel. Subject to further orders and/or directions as may be made by the Court, the Settlement
19 Administrator is authorized to execute such transactions on behalf of the Class Members as are
20 consistent with the terms of this Agreement.

21 Moreover, the Parties expressly agree that, in the event CPT cannot perform the functions
22 herein within the allocated \$10,000 Settlement Administration Costs, they will cooperate with each
23 other to select a new, mutually agreed upon Settlement Administrator. Under no circumstances shall
24 Defendant be required to pay more than the Settlement Administration Costs.

25 **L. Time For Disbursement**

26 Within fifteen calendar (15) days of receipt of Defendant's payment of the MSA, the
27 Settlement Administrator shall cause to be paid: (1) Settlement Payments due to Class Members
28 who did not timely file valid Opt-Outs as provided under this Agreement; (2) Class Counsel Fees;

(3) Class Counsel Costs; and (4) Enhancement Payments. Payment to any Authorized Claimant will be in the form a check issued for an amount calculated using the formulas contained in this Agreement. Any funds not paid to those Class Members who submitted timely valid Opt-Outs shall be proportionally redistributed to Authorized Claimants based on the number of their Qualifying Workweeks (based on the formula provided under this Agreement).

Class Members who do not timely Opt-Out will be bound by all the terms of this Agreement, regardless of whether that Class Member receives and cashes his or her check for Settlement Payment. Any checks issued by the Settlement Administrator to Authorized Claimants will be negotiable for one-hundred eighty (180) calendar days. After one-hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California *Civil Code* § 1500 *et seq.*, for the benefit of those Settlement Class members who did not cash their checks until such time that they claim their property.

M. Taxes

1. *Withholding and Reporting Requirements*

The Settlement Administrator shall be responsible for ensuring that all taxes associated with the Agreement are timely paid to the appropriate tax authorities. The Settlement Administrator's responsibilities include the following: (i) filing all federal, state, and local tax deduction, (ii) to timely and proper filing of all required federal, state, and local forms (e.g., 1099s, W-2s, etc.) with the appropriate taxing authorities, and (iii) completion of any other steps necessary for compliance with any tax obligations of the Settlement under federal, state, and/or local law, as applicable. To verify the Settlement Administrator's compliance with the foregoing withholding and reporting requirements, as soon as administratively practicable, the Settlement Administrator shall furnish Class Counsel and Counsel for Defendant with copies of all forms detailing the payment of taxes (including all 1099 forms and returns) sufficient to prove that such payments were properly remitted. The Settlement Administrator shall provide a final accounting declaration adequate to demonstrate full compliance with all duties set forth in this Agreement, including but

1 not limited to tax withholding, payment, and reporting obligations.

2 **2. *Determination and Payment of Taxes***

3 The Settlement Administrator shall determine the amount of any withholding or taxes to be
4 withheld from each Authorized Claimant's settlement payment and issue form W-2's to the Class
5 Members. All such withholdings shall be remitted by the Settlement Administrator to the proper
6 governmental taxing authorities. Each Authorized Claimant shall be responsible for any tax
7 consequences of any funds paid out to each Authorized Claimant pursuant to this Agreement.

8 **N. Circular 230 Disclaimer**

9 Each party to this Agreement (for purposes of this section, the "Acknowledging Party"; and
10 each party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges
11 and agrees that (1) no provision of this Agreement, and no written communication or disclosure
12 between or among the parties or their attorneys and other advisers, is or was intended to be, nor
13 shall any such communication or disclosure constitute or be construed or be relied upon as, tax
14 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
15 amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her, or its own,
16 independent legal and tax advisers for advice (including tax advice) in connection with this
17 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
18 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
19 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
20 that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other party
21 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
22 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
23 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
24 transaction contemplated by this Agreement.

25 **V. LIMITATIONS ON USE OF THIS SETTLEMENT**

26 **A. No Admission**

27 Neither the acceptance nor the performance by Defendant of the terms contained in this
28 Agreement nor any of the related negotiations or proceedings is or shall be claimed to be, construed

as, or deemed a precedent or an admission by Defendant of the truth of any allegations in any version of the Complaint.

B. Non-Evidentiary Use

Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation or drafting of it, shall be offered or used as evidence by Plaintiffs, any Class Member (including any individual who filed an Opt-Out), Defendant, or its or their respective counsel, in the Litigation or any other proceeding, except as is reasonably necessary to effectuate its purpose and terms. This Agreement may be used by Defendant and/or the Released Persons to prove or defend against any claim released herein by any Class Member in any judicial, quasi-judicial, administrative, or governmental proceeding.

C. Nullification

If the Court for any reason does not approve this Settlement, this Agreement shall be considered null and void and all parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Moreover, in the event the Court does not approve this Settlement, Defendant will not be deemed to have waived, limited, or affected in any way any of its objections, or defenses in this Action. Invalidation of any material portion of this Settlement shall invalidate this Settlement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect.

D. Right to Withdraw

Notwithstanding any other provision contained in this Agreement, if more than Ten Percent (10%) of the Class Members submit timely and valid Requests for Exclusion from the Settlement during the Opt-Out Period outlined herein, Defendant shall have the option but not the obligation, in its sole discretion, to withdraw from this Agreement (“Right to Withdraw”), whereupon the Agreement shall be null and void for any and all purposes and may not be used or introduced in the Action or any other proceeding. The Parties will be restored to their respective positions in the litigation as if this Agreement was never negotiated, drafted or agreed upon. However, if Defendant exercises its Right to Withdraw, Defendant will be responsible for all Settlement Administration Costs incurred up to the date when the Defendant exercises its Right to Withdraw. The Settlement

1 Administrator shall notify Class Counsel and Counsel for Defendant of the number of timely opt-
2 outs within five (5) calendar days after the period to file an Opt-Out has expired. If Defendant
3 elects to exercise its Right to Withdraw under this provision, Defendant will so notify Class
4 Counsel and the Court no later than five (5) calendar days after receiving notice of the number of
5 opt-outs and/or value of the valid claims made by the Authorized Claimants.

6 **VI. RELEASE**

7 It is the desire of the Representative Plaintiffs, Class Members, and Defendant to fully,
8 finally, and forever settle, compromise, and discharge disputes and claims arising from or related to
9 this Action. Upon Final Approval by the Court of this Agreement and by operation of the
10 Agreement's terms, and except as to such rights or claims as may be created by this Agreement, all
11 Authorized Claimants fully release and discharge the Released Persons from all Released Claims,
12 whether known or unknown during the Class Period. Plaintiffs and Defendant stipulate and agree
13 that the consideration paid to the Class Members pursuant to this Agreement compensates the Class
14 Members for all wages and penalties due to them arising from the claims alleged in the operative
15 Complaint.

16 **VII. MISCELLANEOUS PROVISIONS**

17 **A. Amendments**

18 The terms and provisions of this Agreement may be amended only by a written agreement,
19 which is signed by all Representative Plaintiffs, Class Counsel, Defendant, and Counsel for
20 Defendant.

21 **B. Jurisdiction of the Court to Enforce Terms of Agreement**

22 The Parties stipulate and agree that the Court will retain jurisdiction to enforce the terms of
23 this Agreement following the entry of the Judgment pursuant to *California Code of Civil Procedure*
24 section 664.6. The Parties agree to the exclusive jurisdiction of the Court to enforce the terms and
25 conditions contained herein.

26 **C. Enforcement Actions**

27 In the event one or more of the Parties to this Stipulation institutes and legal action or other
28 proceeding against any other party or parties to enforce the provisions of this Stipulation, or to

1 declare rights and/or obligations under this Stipulation, the prevailing party or parties shall be
2 entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs in
3 connection with any enforcement actions.

4 **D. No Inducements**

5 Plaintiff and Defendant acknowledge that they are entering into this Agreement as a free and
6 voluntary act without duress or undue pressure or influence of any kind or nature whatsoever and
7 that neither Plaintiffs nor Defendant has relied on any promises, representations, or warranties
8 regarding the subject matter hereof other than as set forth in this Agreement.

9 **E. No Prior Assignment**

10 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
11 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
12 entity any portion of any liability, claim, demand, action, cause of action or rights herein released
13 and discharged except as set forth herein. If any claims are made by any Class Member between the
14 start of the Class Period and the date in which the Court approves the Settlement outlined in this
15 Agreement as final, such a claim will be deemed covered and released by the individual Class
16 Member making the claim unless such Class Member has timely exercised the right to be excluded
17 from this Agreement under the terms set forth herein. Any Class Member covered by this
18 Agreement will be barred from proceeding with any such claim.

19 **F. Representative Plaintiffs' Personal Release(s)**

20 As part of the Agreement, Representative Plaintiffs Marlene Torres Wells, Carrie Sinai,
21 Selwyn Ward, and Carl Leung, each in their individual capacity, grant the Release Persons the
22 Personal Release(s), as that term is defined in Section II herein.

23 With respect to each individual Representative Plaintiff's release of any and all claims under
24 the Older Workers Benefit Protection Act/Age Discrimination in Employment Act
25 ("ADEA")("ADEA Release"), each Representative Plaintiff specifically acknowledges that
26 Defendant has advised him or her that under the ADEA, he or she has twenty-one (21) days from
27 receipt of this Agreement to consider the ADEA Release before signing the Agreement. Each
28 Representative Plaintiff may decide to sign the Agreement sooner and voluntarily waive the 21-day

1 period provided by the ADEA. Each Representative Plaintiff further acknowledges that he or she
2 has had the opportunity to make counter-proposals to the ADEA Release, and has been advised that
3 he or she has seven (7) days after signing this Agreement to revoke the ADEA Release, and the
4 ADEA Release shall not become effective or enforceable until the revocation period has expired. In
5 the event any Representative Plaintiff exercises the right to revocation, as discussed above, he or
6 she must notify Defendant of such revocation in writing via facsimile and certified mail, return
7 receipt requested. Said notification will be considered timely if post-marked no later than the
8 seventh day after the Representative Plaintiff has signed this Agreement. The individual
9 Representative Plaintiff's ADEA Release will be null and void if revoked by him or her during said
10 revocation period. The individual Representative Plaintiff's revocation of the ADEA Release must
11 be addressed to the attention of Defense Counsel at the address stated herein. In the event the
12 individual Representative Plaintiff exercises revocation of the ADEA Release, said revocation shall
13 have no effect on his or her Personal Release of any and all claims unrelated to the ADEA. If any
14 individual Representative Plaintiff exercises his or her right to revoke under this provision, he or
15 she gives up the right to any Enhancement Payment under this Agreement.

16 **G. Destruction of Informal Discovery**

17 The Parties agree that in the event the Court does not approve the Settlement for any reason,
18 or if the Settlement cannot be consummated for any reason, Class Counsel expressly agrees to
19 either: (1) return all informally produced discovery by Autoland to Autoland or Defense Counsel; or
20 (2) immediately destroy all informal discovery, and provide sufficient proof (such as a declaration
21 under oath by Class Counsel) that the information was destroyed within 10 calendar days after
22 becoming aware that the Settlement has failed to become final. Retaining any copy of direct or
23 derivative information shall be a violation of this provision. Such informal discovery shall include,
24 but is not limited to: (1) the class list; (2) Autoland's Pay Plans; (3) written policies and procedures;
25 and (4) information disclosed pursuant to the mediation and/or settlement privilege. If Class
26 Counsel fails to either destroy or return such information within a reasonable time, the Parties
27 expressly agree that Defense Counsel may apply to the Court to seek enforcement of this specific
28 provision (including any and all reasonable attorney's fees and costs in seeking such enforcement).

1 If the Court approves the settlement, Plaintiffs and Class Counsel agree to maintain the
2 information provided by Defendant only for as long as it is necessary to consummate and finalize
3 the approval process of the Settlement by the Court, up to and including the Effective Date. After
4 such time, the Parties agree that Class Counsel will return the information to Defendant or Defense
5 Counsel, or destroy the information (including any derivative information) as provided herein,
6 except as provided in Plaintiffs' personnel files.

7 Plaintiffs and Class Counsel agree to treat and maintain the information disclosed
8 confidentially, protect it, and take any and all reasonable steps to maintain it confidentially and treat
9 it as a trade secret. However, the Parties expressly agree that Class Counsel may disclose such
10 information to the Court as is necessary to consummate and finalize the approval process of the
11 Settlement by the Court.

12 **H. Review of Noticed Motions And/Or Other Pleadings**

13 Class Counsel expressly agrees that prior to any filing concerning the terms herein,
14 including but not limited to the Motion for Preliminary Approval and the Motion for Final
15 Approval, it shall e-mail a draft of said motion and/or pleading to Defense Counsel at least 10
16 calendar days prior to its filing.

17 **I. Counterparts**

18 This Agreement, and any amendments hereto, may be executed in any number of
19 counterparts, or signed electronically, each of which when executed and delivered shall be deemed
20 to be an original and all of which taken together shall constitute but one and the same instrument.
21 This Agreement will become effective on the date when the last person signs and dates it.

22 **J. Integration Clause**

23 This document, along with any exhibits attached hereto, constitutes the complete and entire
24 Agreement between the parties pertaining to the subject matter hereof, and the final, complete and
25 exclusive expression of the terms and conditions of their Agreement. Any and all prior agreements,
26 representations, negotiations, and understandings between the parties, oral or written, express or
27 implied, are hereby superseded and merged herein.

28 **[SIGNATURES ON THE NEXT PAGE]**

1
2 **IN WITNESS WHEREOF**, the parties hereto execute this Agreement and have caused this
3 Agreement to be executed by their duly authorized representatives.

4 **PLAINTIFF &**
5 **CLASS REPRESENTATIVE**

6 Date: 12-31-19



MARLENE TORRES WELLS
Personally and as Representative Plaintiff

8 **PLAINTIFF &**
9 **CLASS REPRESENTATIVE**

10 Date: _____

CARRIE SINAI
Personally and as Representative Plaintiff

12 **PLAINTIFF &**
13 **CLASS REPRESENTATIVE**

14 Date: _____

SELWYN WARD
Personally and as Representative Plaintiff

16 **PLAINTIFF &**
17 **CLASS REPRESENTATIVE**

18 Date: _____

CARL LEUNG
Personally and as Representative Plaintiff

20
21 **AUTOLAND, LLC.**

22 Date: _____

JEFFREY MARTIN
Its Authorized Representative.

1
2 **IN WITNESS WHEREOF**, the parties hereto execute this Agreement and have caused this
3 Agreement to be executed by their duly authorized representatives.

4 **PLAINTIFF &**
5 **CLASS REPRESENTATIVE**

6 Date: _____

7 MARLENE TORRES WELLS
Personally and as Representative Plaintiff

8 **PLAINTIFF &**
9 **CLASS REPRESENTATIVE**

10 Date: 12/4/19

11 CARRIE SINAI
Personally and as Representative Plaintiff

12 **PLAINTIFF &**
13 **CLASS REPRESENTATIVE**

14 Date: _____

15 SELWYN WARD
Personally and as Representative Plaintiff

16 **PLAINTIFF &**
17 **CLASS REPRESENTATIVE**

18 Date: _____

19 CARL LEUNG
Personally and as Representative Plaintiff

20 **AUTOLAND, LLC.**

21 Date: _____

22 JEFFREY MARTIN
23 Its Authorized Representative.

1
2 **IN WITNESS WHEREOF**, the parties hereto execute this Agreement and have caused this
3 Agreement to be executed by their duly authorized representatives.

4 **PLAINTIFF&**
5 **CLASS REPRESENTATIVE**

6 Date: _____

7 MARLENE TORRES WELLS
8 Personally and as Representative Plaintiff

9 **PLAINTIFF&**
10 **CLASS REPRESENTATIVE**

11 Date: _____

12 CARRIE SINAI
13 Personally and as Representative Plaintiff

14 **PLAINTIFF&**
15 **CLASS REPRESENTATIVE**

16 Date: 12-04-19

17 SELWYN WARD
18 Personally and as Representative Plaintiff

19 **PLAINTIFF&**
20 **CLASS REPRESENTATIVE**

21 Date: _____

22 CARL LEUNG
23 Personally and as Representative Plaintiff

24 **AUTOLAND, LLC.**

25 Date: _____

26 JEFFREY MARTIN
27 Its Authorized Representative.

1
2 **IN WITNESS WHEREOF**, the parties hereto execute this Agreement and have caused this
3 Agreement to be executed by their duly authorized representatives.

4 **PLAINTIFF &**
5 **CLASS REPRESENTATIVE**

6 Date: _____

MARLENE TORRES WELLS
Personally and as Representative Plaintiff

8 **PLAINTIFF &**
9 **CLASS REPRESENTATIVE**

10 Date: _____

CARRIE SINAI
Personally and as Representative Plaintiff

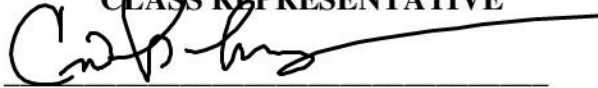
12 **PLAINTIFF &**
13 **CLASS REPRESENTATIVE**

14 Date: _____

SELWYN WARD
Personally and as Representative Plaintiff

16 **PLAINTIFF &**
17 **CLASS REPRESENTATIVE**

18 Date: 12-02-2019



CARL LEUNG
Personally and as Representative Plaintiff

21 **AUTOLAND, LLC.**

22 Date: _____

JEFFREY MARTIN
Its Authorized Representative.

1
2 **IN WITNESS WHEREOF**, the parties hereto execute this Agreement and have caused this
3 Agreement to be executed by their duly authorized representatives.

4 **PLAINTIFF&**
5 **CLASS REPRESENTATIVE**

6 Date: _____

MARLENE TORRES WELLS
Personally and as Representative Plaintiff

8 **PLAINTIFF&**
9 **CLASS REPRESENTATIVE**

10 Date: _____

CARRIE SINAI
Personally and as Representative Plaintiff

12 **PLAINTIFF&**
13 **CLASS REPRESENTATIVE**

14 Date: _____

SELWYN WARD
Personally and as Representative Plaintiff


16 **PLAINTIFF&**
17 **CLASS REPRESENTATIVE**

18 Date: _____

CARL LEUNG
Personally and as Representative Plaintiff

20 **AUTOLAND, LLC**

21
22 Date: 11/22/2019


JEFFREY MARTIN
Its Authorized Representative.

1
2 **APPROVED AS TO FORM AND CONTENT**

3 **LAW OFFICES OF JAMES FARINARO**

4
5 Date: 1-23-2020



6 JAMES FARINARO, ESQ.
7 Attorneys for Plaintiffs and the Proposed Class

8 **LANDEGGER BARON LAW GROUP**

9
10 Date: 1/23/20



11 ALFRED LANDEGGER, ESQ.
12 OSCAR E. RIVAS, ESQ.
13 PATRICK E. WHITE III, ESQ.
14 Counsel for Defendant AUTOLAND, LLC.