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13
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15 INC., PRICE-SIMMS FAIRFIELD, LLC, PRICE-SIMMS FORD, LLC, PRICE-SIMMS PA,
16 LLC, PRICE-SIMMS PSM, LLC, PRICE-SIMMS PSSJ, LLC, PRICE-SIMMS WALNUT
CREEK RE, LLC, PRICE-SIMMS WALNUT CREEK LLC, PRICE CARS SR, LLC, PRICE
CARS SRC LLC

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 FOR THE COUNTY OF MARIN

19 TAMARA WATKINS, on behalf of herself
20 and all others similarly situated, and the
general public,

21 Plaintiff,

22 v.

23 PRICE-SIMMS, INC. a California
corporation; PRICE-SIMMS
24 MANAGEMENT, INC., a California
corporation; PRICE-SIMMS FAIRFIELD,
25 LLC, a California limited liability company;
PRICE-SIMMS FORD, LLC, a California
26 limited liability company; PRICE-SIMMS
PA, LLC, a California limited liability
27 company; PRICE-SIMMS PSM, LLC, a
California limited liability company; PRICE-
28 SIMMS PSSJ, LLC, a California limited

CASE NO. CIV2300340
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Sheila S. Lichtblau, Dept. H*

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

Complaint Filed: February 7, 2023
Trial Date: None Set

liability company; PRICE-SIMMS WALNUT CREEK RE, LLC, a California limited liability company; PRICE-SIMMS WALNUT CREEK, LLC, a California limited liability company; and DOES 1 through 50, inclusive,

Defendants.

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Tamara Watkins (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Price-Simms, Inc., Price-Simms Management, Inc., Price-Simms Fairfield, LLC, Price-Simms Ford, LLC, Price-Simms PA, LLC, Price-Simms PSM, LLC, Price-Simms PSSJ, LLC, Price-Simms Walnut Creek RE, LLC, Price-Simms Walnut Creek LLC, Price Cars SR, LLC, and Price Cars SRC LLC’s (collectively, “Defendants”) (collectively with Plaintiff, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Tamara Watkins v. Price-Simms, Inc. et al.*, No. CIV 2300340 (Marin County Superior Court).

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Two Hundred Fifty-Eight Thousand Three Hundred Thirty-Three dollars and Thirty-Three cents (\$258,333.33). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Fifteen Thousand Dollars (\$15,000), subject to the Court’s approval. Defendants have agreed not to

1 oppose Class Counsel's request for fees and reimbursement of costs as set forth above.

2 3. "Class Counsel" means Setareh Law Group.

3 4. "Class List" means a complete list of all Class Members that Defendants will diligently
4 and in good faith compile from their records and provide to the Settlement Administrator and Class
5 Counsel within thirty (30) calendar days after Entry of the Order Preliminarily Approving this Settlement.
6 The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full
7 name; most recent mailing address and telephone number; Social Security number; dates of employment;
8 the respective number of Workweeks that each Class Member worked during the Class Period and PAGA
9 Period; and any other relevant information needed to calculate settlement payments.

10 5. "Class Member(s)" or "Settlement Class" means all persons who worked for Defendant
11 as non-exempt, hourly paid employees in the State of California at any time from February 7, 2022 to
12 through the later of August 19, 2024 or the date of Preliminary Approval.

13 6. "Class Notice" means the Notice of Class Action Settlement, substantially in the form
14 attached as Exhibit A.

15 7. "Class Period" means the period from February 7, 2022 through the later of August 19,
16 2024 or the date of Preliminary Approval.

17 8. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff
18 in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his
19 general release of claims. Subject to the Court granting final approval of this Settlement Agreement and
20 subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class
21 Representative Enhancement Payment of up to Five Thousand Dollars (\$5,000).

22 9. "Court" means the County of Marin Superior Court.

23 10. "Defendants" means Defendants Price-Simms, Inc., Price-Simms Management, Inc.,
24 Price-Simms Fairfield, LLC, Price-Simms Ford, LLC, Price-Simms PA, LLC, Price-Simms PSM, LLC,
25 Price-Simms PSSJ, LLC, Price-Simms Walnut Creek RE, LLC , Price-Simms Walnut Creek LLC, Price
26 Cars SR, LLC, and Price Cars SRC, LLC.

27 11. "Effective Date" means the later of: (a) if no timely objections are filed, or are withdrawn
28 prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the

1 Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final Approval,
2 provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the
3 Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or
4 petitions for certiorari), resulting in final judicial approval of the Settlement.

5 12. "Final Approval" means the date on which the Court enters an order granting final
6 approval of the Settlement Agreement.

7 13. "Gross Settlement Amount" means the Gross Settlement Amount of Seven Hundred and
8 Seventy-Five Thousand Dollars (\$775,000), to be paid by Defendants in full satisfaction of all Released
9 Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys'
10 Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and
11 Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and
12 Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no event
13 will Defendants be liable for more than the Gross Settlement Amount except as otherwise explicitly set
14 forth herein. There will be no reversion of the Gross Settlement Amount to Defendants. Defendants will
15 be separately responsible for any employer payroll taxes required by law, including the employer FICA,
16 FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

17 14. "Individual Settlement Payment" means each Participating Class Member's and PAGA
18 Member's respective shares of the Net Settlement Fund and PAGA Fund.

19 15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after
20 deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA
21 Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to
22 Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendants.

23 16. "Notice of Objection" means a Class Member's valid and timely written objection to the
24 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name,
25 signature, address, and telephone number, (b) a written statement of all grounds for the objection
26 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents
27 upon which the objection is based; and (d) a statement whether the objector intends to appear at the final
28 fairness hearing.

1 17. “PAGA Members” means all persons who worked for Defendant as non-exempt, hourly
2 paid employees in the State of California at any time from February 7, 2022 through the later of August
3 19, 2024 or the date of Preliminary Approval.

4 18. “PAGA Period” means the period from February 7, 2022 through the later of August 19,
5 2024 or the date of Preliminary Approval.

6 19. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to the
7 Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with
8 Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et*
9 *seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Fifty Thousand Dollars (\$50,000) of
10 the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five
11 Percent (75%), or Thirty Seven Thousand Five Hundred Dollars (\$37,500), of the PAGA Settlement
12 Amount will be paid to the California Labor and Workforce Development Agency (“Labor and Workforce
13 Development Agency Payment”), and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred
14 Dollars (\$12,500) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA Members, and
15 regardless whether they request to be excluded from the Settlement Class.

16 20. “Parties” means Plaintiff and Defendants collectively.

17 21. “Participating Class Members” means all Class Members who do not submit timely and
18 valid Requests for Exclusion.

19 22. “Plaintiff” means Plaintiff Tamara Watkins.

20 23. “Preliminary Approval” means the date on which the Court enters an order granting
21 preliminary approval of the Settlement Agreement.

22 24. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of
23 action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth
24 in the operative complaint during the Class Period, including claims for violation of: (1) Cal. Lab. Code
25 §§ 204, 223, 226.7, 512 and 1198 (failure to provide meal periods); (2) Cal. Lab. Code §§ 204, 223, 226.7,
26 and 1198 (failure to authorize and permit rest periods); (3) Cal. Lab. Code §§ 223, 510, 1194, 1194.2, 1197,
27 1197.1, 1198, and 1199 (failure to pay hourly wages); (4) Cal. Lab. Code § 2802 (unreimbursed business
28 expenses); (5) Cal. Lab. Code §§ 226(a) and 1198 and California Code of Regulations Title 8, § 11140

1 Subdivision 5(A) (non-compliant wage statements and failure to maintain payroll records); (6) Cal. Lab.
2 Code §§ 201, 202 and 203 (wages not timely paid upon termination); and (7) California Business &
3 Professions Code §§ 17200, *et seq.* (unlawful business practices).

4 25. “Released PAGA Claims” means all claims for civil penalties under California Labor
5 Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts alleged
6 in Plaintiff’s LWDA letter during the PAGA Period.

7 26. “Released Parties” means Defendants and all of their current and former officers,
8 directors, employees, shareholders, members, agents, trustees, representatives, attorneys, insurers,
9 reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, as well
10 as any individual or entity that could be alleged to be jointly liable with Defendants.

11 27. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
12 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name,
13 address, telephone number and last four digits of the Social Security Number of the Class Member
14 requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator;
15 (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or
16 postmarked on or before the Response Deadline.

17 28. “Response Deadline” means the deadline by which Class Members must postmark or fax
18 to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
19 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
20 Administrator. The Response Deadline will be thirty (30) calendar days from the initial mailing of the
21 Class Notice by the Settlement Administrator, unless the thirtieth (30th) calendar day falls on a Sunday or
22 State holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
23 Postal Service is open.

24 29. “Settlement Administration Costs” means the costs payable from the Gross Settlement
25 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
26 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
27 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
28 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,

any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of 1,350 members, the Settlement Administration Fees & Expenses are currently estimated to be Thirteen Thousand Nine Hundred and Fifty Dollars (\$13,950). Settlement Administrator costs are not to exceed \$17,000.

30. “Settlement Administrator” means ILYM Group, Inc. (“ILYM”), or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

31. “Workweeks” means the number of days of employment for each Class Member during the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to the nearest whole number. All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

The Plaintiff, on behalf of himself and the Settlement Class, and Defendants agree as follows:

32. Operative Complaint. On December 3, 2022, Plaintiff submitted her original PAGA Notice to the LWDA. On February 7, 2023, Plaintiff filed this case in the Superior Court for the State of California, County of Marin, alleging eight causes of action for: Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198), Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198), Failure to pay Hourly Wages, Failure to Indemnify (Lab. Code § 2802), Failure to Provide Accurate Written Wage Statements (Lab. Code § 226), Failure to Timely Pay All Final Wages (Lab. Code §§ 201-203), Unfair Competition (Bus. & Prof. Code § 17200.), and Civil Penalties (Lab. Code § 2698, et seq.). On May 16, 2023, Plaintiff submitted an Amended PAGA Notice to the LWDA adding as defendants PRICE CARS SR, LLC and PRICE CARS SRC LLC. On July 21, 2023, Plaintiff filed a DOE Amendment to the court complaint in this matter adding defendants PRICE CARS SR, LLC and PRICE CARS SRC LLC to this case. For purposes of the settlement, “operative complaint” or “complaint” shall refer to the allegations alleged in the original complaint filed on February 7, 2023 including as to the two

1 additional DOE defendants PRICE CARS SR, LLC and PRICE CARS SRC LLC added via the DOE
2 amendment form filed July 21, 2023 .

3 33. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of the
4 Gross Settlement Amount of Seven Hundred and Seventy Five Thousand Dollars (\$775,000) into a
5 Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay the
6 employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will
7 be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency
8 Payment; (c) the Class Representative Enhancement Payment; (d) Attorneys' Fees and Costs; and (e)
9 Settlement Administration Costs. Defendants will deposit the Gross Settlement Amount and the
10 employer's share of payroll taxes within thirty (30) calendar days of the Effective Date ("Funding Date").

11 34. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or
12 motion by Class Counsel for Attorneys' Fees and Costs of not more than Two Hundred Fifty-Eight
13 Thousand Three Hundred Thirty-Three dollars and Thirty-Three cents (\$258,333.33), plus the
14 reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and
15 settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Fifteen
16 Thousand Dollars (\$15,000), both of which will be paid from the Gross Settlement Amount.

17 35. Class Representative Enhancement Payment. In exchange for a general release, and in
18 recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendants agree
19 not to oppose or impede any application or motion for a Class Representative Enhancement Payment of
20 up to Five Thousand Dollars (\$5,000), to Plaintiff. The Class Representative Enhancement Payment will
21 be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement
22 Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all
23 applicable taxes on the Class Representative Enhancement Payment. Plaintiff understands and agrees that
24 this Settlement Agreement shall remain in full force and effect even if the full amount of Class
25 Representative Enhancement Payment sought by Plaintiff is not ultimately awarded by the Court.

26 36. Settlement Administration Costs. The Settlement Administrator will be paid for the
27 reasonable costs of administration of the Settlement and distribution of payments from the Gross
28 Settlement Amount, not to exceed \$17,000, which is currently estimated to be Thirteen Thousand Nine

Hundred and Fifty Dollars (\$13,950.00). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

37. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Fifty Thousand Dollars (\$50,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars (\$37,500) of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

38. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

39. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

40. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendants.

41. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

41(a) Payments from the Net Settlement Fund. Defendants will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's

1 estimated "Individual Settlement Payment" from the Net Settlement Fund,
2 the Settlement Administrator will use the following formula: The Net
3 Settlement Fund will be divided by the aggregate total number of
4 Workweeks, resulting in the "Workweek Value." Each Class Member's
5 "Individual Settlement Payment" will be calculated by multiplying each
6 individual Class Member's total number of Workweeks by the Workweek
7 Value. The Individual Settlement Payment will be reduced by any required
8 deductions for each Participating Class Member as specifically set forth
9 herein, including employee-side tax withholdings or deductions. The entire
10 Net Settlement Fund will be disbursed to all Class Members who do not
11 submit timely and valid Requests for Exclusion. If there are any valid and
12 timely Requests for Exclusion, the Settlement Administrator shall
13 proportionately increase the Individual Settlement Payment for each
14 Participating Class Member according to the number of Workweeks worked,
15 so that the amount actually distributed to the Settlement Class equals 100%
16 of the Net Settlement Fund.

17 41(b) Payments from the PAGA Fund. Defendants will calculate the total number
18 of Workweeks worked by each PAGA Member during the PAGA Period and
19 the aggregate total number of Workweeks worked by all PAGA Members
20 during the PAGA Period. To determine each PAGA Member's estimated
21 "Individual Settlement Payment," the Settlement Administrator will use the
22 following formula: The PAGA Fund will be divided by the aggregate total
23 number of Workweeks, resulting in the "PAGA Workweek Value." Each
24 PAGA Member's "Individual Settlement Payment" will be calculated by
25 multiplying each individual PAGA Member's total number of Workweeks
26 by the PAGA Workweek Value. The entire PAGA Fund will be disbursed to
27 all PAGA Members.

28 42. No Credit Toward Benefit Plans. The Individual Settlement Payments made to

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

7 43. Administration Process. The Parties agree to cooperate in the administration of the
8 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
9 administration of the Settlement.

10 44. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval,
11 Defendants will provide the Class List to the Settlement Administrator and to Class Counsel.

12 45. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
13 List from Defendants, the Settlement Administrator will mail a Class Notice in English and Spanish to all
14 Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
15 identified in the Class List.

16 46. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
17 Administrator will perform a search based on the National Change of Address Database for information
18 to update and correct for any known or identifiable address changes. Any Class Notices returned to the
19 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via
20 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator
21 will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the
22 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or
23 other search using the name, address and/or Social Security number of the Class Member involved, and
24 will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice,
25 whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or (b) until
26 the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the
27 Settlement.

28 47. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will

1 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal
2 terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each
3 respective Class Member and PAGA Member worked for Defendants during the Class Period and PAGA
4 Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the
5 formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and
6 PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the
7 deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices
8 of Objection to the Settlement; and (i) the claims to be released.

9 48. Disputed Information on Class Notices. Class Members will have an opportunity to
10 dispute the information provided in their Class Notices. To the extent Class Members dispute their
11 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
12 Settlement Administrator showing that such information is inaccurate. Defendants' records will be
13 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
14 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and
15 will be decided within ten (10) business days after the Response Deadline.

16 49. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
17 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
18 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
19 receiving the defective submission to advise the Class Member that his or her submission is defective and
20 that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until
21 (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date
22 is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not
23 postmarked or received by fax within that period, it will be deemed untimely.

24 50. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
25 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
26 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
27 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
28 for Exclusion has been timely submitted.

1 51. Escalator. The Gross Settlement Amount was calculated with, and is premised on, the
2 understanding that Class Members worked approximately 58,976 pay periods during the Class Period. If
3 the actual number of Workweeks is greater than Ten Percent (10%) of this estimate, the payout will
4 increase proportionately over the 10% grace (i.e. meaning if the pay periods increase by 11% the settlement
5 will increase by 1%). However, if the escalator clause is triggered, Defendants may alternatively choose
6 to end the Class Period on the date that the increase would otherwise be triggered.

7 52. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
8 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request
9 for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as
10 well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

11 53. Releases by Participating Class Members. Upon the Funding Date, and except as to such
12 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
13 together and individually, on their behalf and on behalf of their respective heirs, executors, administrators,
14 agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of
15 them, from each of the Released Class Claims arising during the Class Period.

16 54. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
17 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
18 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall
19 fully and forever release and discharge all of the Released Parties, or any of them, from each of the
20 Released PAGA Claims during the PAGA Period.

21 55. Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right to
22 void and withdraw from the Settlement if, at any time prior to Final Approval, Ten Percent (10%) or more
23 of Class Members opt out of the settlement. Defendants must exercise this right of rescission in writing to
24 Class Counsel no later than five (5) court days prior to the date of the Final Approval Hearing. If the option
25 to rescind is exercised, then Defendants will be solely responsible for all Settlement Administration Costs
26 incurred to the date of rescission.

27 56. Objection Procedures. To object to the Settlement Agreement, a Class Member may either
28 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline,

1 or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting
2 a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have
3 waived all objections to the Settlement and will be foreclosed from making any objections, whether by
4 appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek
5 to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement
6 or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members
7 with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of
8 Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered
9 valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound
10 by the Settlement.

11 57. Certification Reports Regarding Individual Settlement Payment Calculations. The
12 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
13 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
14 the Settlement, and whether any Class Member has submitted a challenge to any information contained in
15 their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any
16 updated reports regarding the administration of the Settlement Agreement as needed or requested.

17 58. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of
18 the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members
19 and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class
20 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services
21 performed in connection with the Settlement.

22 59. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
23 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
24 than one hundred and eighty (180) calendar days after issuance will be tendered to California Rural Legal
25 Assistance. The Parties do not have a connection to or a relationship with California Rural Legal
26 Assistance that could reasonably create the appearance of impropriety as between the selection of
27 California Rural Legal Assistance as the recipient of the unclaimed residuals and the interests of the class.

28 60. Certification of Completion. Upon completion of administration of the Settlement, the

1 Settlement Administrator will provide a written declaration under oath to certify such completion to the
2 Court and counsel for all Parties.

3 61. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
4 be allocated as follows: (a) Ten Percent (10%) of each Individual Settlement Payment will be allocated as
5 wages for which IRS Forms W-2 will be issued; and (b) Ninety Percent (90%) will be allocated as non-
6 wages for which IRS Forms 1099-MISC will be issued.

7 62. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
8 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class
9 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
10 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and
11 penalties to the appropriate government authorities.

12 63. Tax Liability. Defendants make no representation as to the tax treatment or legal effect of
13 the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any
14 statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard.

15 64. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
16 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
17 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
18 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
19 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
20 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
21 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
22 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
23 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
24 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN,
25 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
26 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
27 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
28 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY

1 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
2 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
3 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
4 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY
5 SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
6 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
7 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
8 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

9 65. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
10 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
11 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
12 right herein released and discharged.

13 66. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
14 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason,
15 then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void.
16 Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be
17 treated as void from the beginning.

18 67. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
19 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
20 for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary
21 approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The
22 Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified
23 herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement
24 Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class
25 Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents
26 necessary to obtain preliminary approval.

27 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
28 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the

1 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
2 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the
3 Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the Labor and
4 Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness
5 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
6 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also
7 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

8 69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
9 or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After
10 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a)
11 the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters,
12 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
13 Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

14 70. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by
15 all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the
16 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
17 asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this
18 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
19 California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives
20 any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California Civil
21 Code or similar provisions of applicable law which are as follows:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
24 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
25 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
26 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
27 PARTY.

28 71. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the

terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

72. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

73. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

75. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

76. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

77. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned

copies of the signature page, will be deemed to be one and the same instrument.

78. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

79. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

81. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendants are liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

82. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to

1 their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
2 negotiations connected with it, will be construed as an admission or concession by Defendants of any such
3 violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce
4 the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or
5 received as evidence in any action or proceeding to establish any liability or admission on the part of
6 Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance
7 with, federal, state, local or other applicable law.

8 83. No Public Comment: Plaintiff and Plaintiff’s counsel agree that they have not and will not
9 publish the Resolution. In response to any inquiries Plaintiff will state that “the case was resolved, and it
10 was resolved confidentially.” Plaintiff’s counsel shall not report the Resolution in any medium or in any
11 publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement Class or
12 the Resolution on its website, and shall not contact any reporters or media regarding the Resolution.
13 Despite this provision, Plaintiff’s counsel can discuss the Resolution with Plaintiff, the Settlement Class,
14 and in any filings with the Court..

15 84. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
16 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
17 a further waiver by such party of the same or any other condition, covenant, right or remedy.

18 85. Enforcement Actions. In the event that one or more of the Parties institutes any legal action
19 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
20 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
21 recover from the unsuccessful Party or Parties reasonable attorneys’ fees and costs, including expert
22 witness fees incurred in connection with any enforcement actions.

23 86. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
24 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
25 more strictly against one party than another merely by virtue of the fact that it may have been prepared by
26 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between
27 the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

28 87. Representation By Counsel. The Parties acknowledge that they have been represented by

counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

88. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

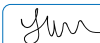
89. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

90. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 3/7/2025


ID BdsEWRsRv59nut2rkoH7mFV

Tamara Watkins

DEFENDANT PRICE-SIMMS, INC.

Dated: _____

By Its Authorized Representative

APPROVED AS TO FORM

SETAREH LAW GROUP

Dated: 3/7/2025

By: 
ID 6pcUSYrcEykrW88Dcr142azt

Tyson Gibb
Attorneys for Plaintiff Tamara Watkins

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Tamara Watkins

DEFENDANT PRICE-SIMMS, INC.

Dated: March 4, 2025

By Its Authorized Representative

APPROVED AS TO FORM

SETAREH LAW GROUP

Dated: _____

By: _____
Tyson Gibb
Attorneys for Plaintiff Tamara Watkins

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FISHER & PHILLIPS LLP

Dated: March 4, 2025

By: 
Adam Sloustcher
Attorneys for Defendants

READ CAREFULLY BEFORE SIGNING

**DEFENDANT PRICE-SIMMS
MANAGEMENT, INC.**

Dated: March 4, 2025


By Its Authorized Representative

**DEFENDANT PRICE-SIMMS FAIRFIELD,
LLC.**

Dated: March 4, 2025


By Its Authorized Representative


DEFENDANT PRICE-SIMMS FORD, LLC

Dated: March 4, 2025


By Its Authorized Representative

DEFENDANT PRICE-SIMMS PA, LLC

Dated: March 4, 2025


By Its Authorized Representative

DEFENDANT PRICE-SIMMS PSM, LLC

Dated: March 4, 2025


By Its Authorized Representative

**DEFENDANT DEFENDANT PRICE-SIMMS
PSSJ, LLC**

Dated: March 4, 2025


By Its Authorized Representative

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**DEFENDANT PRICE-SIMMS WALNUT
CREEK RE, LLC**

Dated: March 4, 2025



By Its Authorized Representative

**DEFENDANT PRICE-SIMMS WALNUT
CREEK LLC**

Dated: March 4, 2025



By Its Authorized Representative

DEFENDANT PRICE CARS SR, LLC

Dated: March 4, 2025



By Its Authorized Representative

EXHIBIT A

NOTICE OF CLASS AND PAGA SETTLEMENT

Tamara Watkins v. PRICE-SIMMS, INC., et al.
Superior Court of California, Marin County, Case No. CIV 2300340

Please read this Notice carefully. If you worked in California as a non-exempt employee for Price-Simms, Inc., Price-Simms Management, Inc., Price-Simms Fairfield, LLC, Price-Simms Ford, LLC, Price-Simms PA, LLC, Price-Simms PSM, LLC, Price-Simms PSSJ, LLC, Price-Simms Walnut Creek RE, LLC, Price-Simms Walnut Creek LLC, Price Cars SR, LLC, and Price Cars SRC LLC (together, “Defendants” or “Price Simms”), you may be entitled to payment from a class and PAGA action settlement.

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a consolidated class and representative action lawsuit entitled *Tamara Watkins v. PRICE-SIMMS, INC., ET AL.*, Superior Court of California, Marin County, Case No. CIV 2300340 (the “Civil Action”). The purpose of this Notice of Class and PAGA Settlement (“Notice”) is to briefly describe the Civil Action, and to inform you of your rights and options in connection with it and the proposed Settlement. The proposed Settlement will resolve all claims in the Civil Action.

This Notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available online at [settlement website URL], or by contacting class counsel at the phone numbers and email addresses listed below. The website listed above lists key deadlines and has links to the important documents in the case.

A hearing concerning the Settlement will be held before the Honorable Sheila S. Lichtblau on _____, at _____, in Courtroom H located at 3501 Civic Center Drive, San Rafael, California 94903, to determine whether the Settlement is fair, adequate, and reasonable. The proposed Settlement will resolve all claims that were alleged or could have been alleged in the Civil Action. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF RELEASED CLASS CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT. IN ADDITION, THIS PROPOSED SETTLEMENT RELEASES CLAIMS UNDER THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”). IF YOU WERE AN HOURLY OR NON-EXEMPT EMPLOYEE OF DEFENDANTS IN CALIFORNIA WITHIN THE LIMITATIONS PERIOD FOR THE PAGA CLAIMS, YOU WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF RELEASED PAGA CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT. YOU CANNOT REQUEST TO BE EXCLUDED FROM THE RELEASE OF RELEASED PAGA CLAIMS, REGARDLESS OF WHETHER YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

QUESTIONS? CALL [Settlement Administrator phone number] OR GO TO [settlement website URL]

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, as explained more fully below, you will be considered a Participating Class Member and will receive settlement benefits. You will also give up the right to pursue a separate legal action against PRICE SIMMS for the same or similar claims in this lawsuit as detailed further below in the section describing the released claims.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	<p>You have the option to pursue separate legal action against PRICE SIMMS with respect to the claims in this lawsuit, except for the Released PAGA Claims (defined below). If you would like to retain the option to do so, you must submit a written request to be excluded from the Class and the Settlement (“Opt Out”). If you elect to be excluded as such, you will not receive any benefits under the Settlement apart from the benefits that are allotted to you as a PAGA Aggrieved Employee, if any.</p> <p>As discussed below, please also be aware that the Released PAGA Claims are binding on the PAGA Aggrieved Employees regardless of whether an individual has submitted a valid request to be excluded from the Settlement and the release of the Released Class Claims. If you are a PAGA Aggrieved Employee who has requested to be excluded from the Settlement and the release of the Released Class Claims, you will still receive your Individual PAGA Payment and will still release the Released PAGA Claims.</p>
OBJECT	To object to the Settlement, you must set forth why you oppose the Settlement by submitting a written Objection. This option is available only if you do not exclude yourself from the Settlement. You must remain a Class Member of the lawsuit to object to the Settlement.

Who is affected by this proposed Settlement?

The Court has certified the following Classes for settlement purposes:

All persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from February 7, 2022 to through the later of August 19, 2024 or the date of Preliminary Approval (“Class,” “Class Member,” or “Class Members”).

According to Price Simms’ records, you are a member of the Class **[and a PAGA Aggrieved Employee]**.

What is this case about?

Plaintiff Tamara Watkins (“Plaintiff” or “Class Representative”) alleged claims against Defendant PRICE SIMMS (“Price Simms” or “Defendant”) for: Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198), Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198), Failure to pay Hourly Wages, Failure to Indemnify (Lab. Code § 2802), Failure to Provide Accurate Written Wage Statements (Lab. Code § 226), Failure to Timely Pay All Final Wages (Lab. Code §§ 201-203), Unfair Competition (Bus. & Prof. Code § 17200.), and Civil Penalties (Lab. Code § 2698, et seq.) based on the violations alleged above. Plaintiffs asserted these claims on behalf of the Class Members and PAGA Aggrieved Employees. Plaintiffs sought damages, restitution, civil penalties, statutory penalties, pre-and post-judgment interest, costs, and attorneys’ fees.

Price Simms denies all liability in the Civil Action and is confident that it has strong legal and factual defenses to these claims, but recognizes the risks, distractions, and costs associated with litigation. Price Simms contends that its conduct is and has been lawful at all times relevant and that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification or to maintain a representative action.

This Settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiffs and Price Simms (collectively, the "Parties"), through their attorneys, and is not an admission of liability on the part of Price Simms. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members and PAGA Aggrieved Employees.

The Court has not ruled on the merits of Plaintiffs' claims or Price Simms' defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Civil Action are:

Class Counsel

Shaun Setareh (SBN 204514)

shaun@setarehlaw.com

Jose Maria D. Patino, Jr. (SBN 270194)

jose@setarehlaw.com

SETAREH LAW GROUP

420 N Camden Drive

Beverly Hills, California 90210

Telephone (310) 888-7771

Facsimile (310) 888-0109

Defense Counsel

Adam F. Sloustcher (SBN 291657)

asloustcher@fisherphillips.com

Stephanie Reynolds (SBN 220090)

sreynolds@fisherphillips.com

FISHER & PHILLIPS LLP

4747 Executive Drive, Suite 1000

San Diego, California 92121

Telephone: (858) 597-9600

Facsimile: (858) 597-9601

Keia Atkinson (SBN 316649)

katkinson@fisherphillips.com

FISHER & PHILLIPS LLP

4747 Executive Dr, Ste 1000,

San Diego, CA 92121-3113

Telephone: (858) 597.9621

Facsimile: (858) 597-9601

What are the Settlement terms?

Subject to the Court's final approval, the key terms of the Settlement are as follows:

Gross Settlement Amount

Subject to final Court approval, Price Simms will pay \$775,000.00 (the "Gross Settlement Amount"), which shall be inclusive of all payments to individual Class Members ("Individual Settlement Payments"), all attorneys' fees and expenses (including court costs) to be paid to Counsel for the Settlement Classes, any Class Representative Service Award, settlement administration costs and expenses, and all payments to PAGA Aggrieved Employees and the State of California Labor and Workforce Development Agency ("LWDA") for PAGA penalties. In no event will Price Simms be required to pay more than the Gross Settlement Amount for the claims under the terms of the Settlement.

Net Settlement Amount

The "Settlement Fund" means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of: (1) the Class Representative Service Award to the Plaintiff in an amount up to \$5,000.00 for her services to the class as Class Representatives and individual release; (2) the Settlement administration costs to the Settlement Administrator, currently estimated at approximately \$17,000; (3) \$50,000.00 for PAGA payments to the LWDA and the PAGA Aggrieved Employees ("PAGA Penalties"); and (4) Counsel for the Settlement Classes' attorneys' fees payment in an amount up to \$258,333.33 and Counsel for the Settlement Classes' litigation costs payment in an amount expected not to exceed \$15,000. All of these payments are subject to Court approval.

PAGA Penalties

The "PAGA Penalties" means the amount allocated to penalties to settle claims alleged under the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698-2699.5, which is \$50,000.00. 75% of the PAGA Penalties or \$37,500.00 shall be paid to the LWDA and \$12,500.00 shall be distributed to the PAGA Aggrieved Employees.

Settlement Share Formulas

(a) Individual Settlement Payments (to Participating Class Members from the Settlement Fund)

If you are a Class Member and do not submit a valid and timely Opt Out, you will receive an Individual Settlement Payment determined based on the number of other Class Members that do not submit a valid and timely Opt Out (the "Participating Class Members").

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund based on the number of Workweeks a Class Member worked during the Class Period. Specific calculations of Individual Settlement Payments will be made as follows:

Payments from the Net Settlement Fund. Defendants will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Price Simms' records, you are a Class Member and you worked [dates of employment].

Pursuant to these calculations, your projected Individual Settlement Payment under the Settlement based on your membership in the Class would be approximately \$[REDACTED]. The Settlement Administrator shall be responsible for issuing and providing IRS Forms 1099s to Participating Class Members for their Individual Settlement Payments.

Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your own tax advisor for such advice in connection with any Individual Settlement Payment. In addition, if additional Class Members are identified, your Individual Settlement Payment may be reduced based on the above formula.

(b) Individual PAGA Payments (to PAGA Aggrieved Employees from 25% of the PAGA Penalties)

As noted above, the PAGA Penalties in this case are \$50,000.00. \$37,500.00 of the PAGA Penalties, if approved, shall be issued to the LWDA. The remaining \$12,500.00 shall be paid to the PAGA Aggrieved Employees. Defendants will calculate the total number of Workweeks worked by each PAGA Member during the PAGA Period and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks, resulting in the "PAGA Workweek Value." Each PAGA Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. The entire PAGA Fund will be disbursed to all PAGA Members.

Pursuant to these calculations, your projected Individual PAGA Payment as a PAGA Aggrieved Employee would be approximately \$[REDACTED]. Taxes will not be deducted from your Individual PAGA Payment. Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your own tax advisor for such advice in connection with the PAGA Payment. In addition, if additional PAGA Employees are identified, your Individual PAGA Payment may be reduced based on the above formula.

Settlement Distribution

The Settlement Administrator shall distribute the Court-approved Individual Settlement Payments and Individual PAGA Payments by check to the last known mailing address for each Participating Class Member and PAGA Aggrieved Employee within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class Counsel. To ensure that you receive all payments that may be due to you, please ensure that the contact information and mailing address on file with the Settlement Administrator is accurate:

[Name]
[Mailing Address]
[City, State ZIP]
[Phone Number]
[Email Address]

If any of the above is incorrect, please call the Settlement Administrator at [REDACTED] to update your contact information.

If any Individual Settlement Payment or Individual PAGA Payment check remains uncashed after 180 days from issuance, the Settlement Administrator will cancel those checks and shall pay the funds represented by such un-redeemed checks to California Rural Legal Assistance. The Parties do not have a connection to or a relationship with California Rural Legal Assistance that could reasonably create the appearance of impropriety as between the selection of California Rural Legal Assistance as the recipient of the unclaimed residuals and the interests of the class.

What claims are being released by the proposed Settlement?

Providing there is final Court approval of this Settlement, then as of the Funding Date, the Participating Class Members, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and

attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

“Released Class Claims” means all claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including claims for violation of: (1) Cal. Lab. Code §§ 204, 223, 226.7, 512 and 1198 (failure to provide meal periods); (2) Cal. Lab. Code §§ 204, 223, 226.7, and 1198 (failure to authorize and permit rest periods); (3) Cal. Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 (failure to pay hourly wages); (4) Cal. Lab. Code § 2802 (unreimbursed business expenses); (5) Cal. Lab. Code §§ 226(a) and 1198 and California Code of Regulations Title 8, § 11140 Subdivision 5(A) (non-compliant wage statements and failure to maintain payroll records); (6) Cal. Lab. Code §§ 201, 202 and 203 (wages not timely paid upon termination); and (7) California Business & Professions Code §§ 17200, et seq. (unlawful business practices).

“Released PAGA Claims” means all claims for civil penalties under California Labor Code §§ 2698, et seq., that were brought or could reasonably have been brought based on the facts alleged in Plaintiff’s LWDA letter during the PAGA Period.

“Released Parties” means Defendants and all of their current and former officers, directors, employees, shareholders, members, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, as well as any individual or entity that could be alleged to be jointly liable with Defendants.

HOW TO RECEIVE YOUR SETTLEMENT PAYMENT?

You do not need to do anything to receive your Individual Settlement Payment and/or Individual PAGA Payment. However, no settlement payments will be made unless and until the Court grants final approval of the Settlement.

TO REQUEST EXCLUSION FROM THE SETTLEMENT AND THE CLASS

If you do not want to be part of the Settlement and do not want to be bound by the release of the Released Class Claims, you must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator on or before **[Response Deadline]**. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before **[the Response Deadline]**. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Your objection should be mailed to:

Settlement Administrator Address
[SettlementAdministrator to add address]

If you do not submit a timely Request for Exclusion, you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you timely submit a valid, signed Request for Exclusion, you will have no further role in the Civil Action as to the Released Class Claims, and you will not be entitled to any benefit as a result of Settlement as a Class Member. Any untimely Request for Exclusion shall be considered null and void. **You cannot object to the Settlement if you submit a valid Request for Exclusion.**

This Settlement also resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy and as Private Attorneys of, and for, the State of California and the LWDA. A PAGA Aggrieved Employee will be bound by the release of the Released PAGA Claims upon approval of the Settlement by the Court at the Final Fairness and Approval Hearing, regardless of whether he or she submitted a Request for Exclusion as a Class Member, and regardless of whether he or she cashes an Individual PAGA Payment check.

TO OBJECT TO THE SETTLEMENT

If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, either postmark a valid Notice of Objection to the Settlement Administrator on or before **[Response Deadline]**, or appear in person at the Final Approval Hearing. If you appear through your own attorney, you are responsible for hiring and

paying that attorney. **Even if you submit an Objection, you will be bound by the terms of the Settlement, including the release of Released Class Claims and Released PAGA Claims as set forth above, unless the Settlement is not finally approved by the Court.**

DISPUTES AS TO PAY PERIODS ALLOCATED

If you disagree with the number of pay periods written on this Notice of Class and PAGA Settlement, or dispute any other information provided here, you will have an opportunity to raise the dispute with the Settlement Administrator. To the extent you dispute your employment dates or the number of Workweeks on record, you may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendants' records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by [the Response Deadline], and will be decided within ten (10) business days after the Response Deadline

If you wish to dispute the number of pay periods allocated to you or any other information provided, you should contact the Settlement Administrator to explain:

Settlement Administrator

[Settlement Administrator to add contact]

WHAT IF I DO NOTHING?

If you do nothing, you will receive an Individual Settlement Payment and Individual PAGA Payment, if applicable, should the Court grant final approval of the Settlement. If you do nothing, you will be bound by the terms of the Settlement, including the release of Released Class Claims and Released PAGA Claims, and barred from suing Defendants or any of the Released Parties on the Released Class Claims and Released PAGA Claims.

What is the next step in the approval of the Settlement?

The Final Fairness and Approval Hearing on the fairness and adequacy of the proposed Settlement, including the plan of distribution, the payment of attorneys' fees and costs, the Class Representative Service Award to the Class Representative, if any, the PAGA Penalties, or any other aspect of the Settlement will be held on _____, at _____, in Courtroom H located at 3501 Civic Center Drive, San Rafael, California 94903. The Final Fairness and Approval Hearing may be moved or continued without further notice. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment or Individual PAGA Payment. If you choose to attend the Final Approval Hearing, you may appear in person or remotely depending upon the Court's decision whether such a hearing will be held remotely or in person.

Please check the settlement website to confirm that the date listed above has not changed. If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website created by the Settlement Administrator for this case for a period of at least 90 days following the entry of that Order in the Court record. That website is: [settlement website URL].

How can I get additional information?

This Notice summarizes the Civil Action and the basic terms of the Settlement. More details are in the Class Action and PAGA Settlement Agreement. You may also request a copy of the Class Action and PAGA Settlement Agreement from Class/PAGA Counsel, at the address listed above. If you have questions regarding the Settlement, you may visit [settlement website URL], or you may contact the Settlement Administrator at [SettlementAdministrator phone number].

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE OR THE SETTLEMENT.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 420 North Camden Drive, Suite 100, Beverly Hills, CA 90210.

On March 19, 2025, I served the following document described as

**DECLARATION OF JOSE MARIA D. PATINO, JR. RE: FULLY EXECUTED
SETTLEMENT AGREEMENT**

all interested parties in this action:

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☒ **(BY E-MAIL OR ELECTRONIC TRANSMISSION)** Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the persons at the electronic service addresses listed above.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 19, 2025, at Beverly Hills, California.


Diana Maytorena