

**FIRST AMENDMENT TO PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §
2698 ET SEQ.) SETTLEMENT AGREEMENT**

Jonathan Henry v. DWWCM, INC., et al.

**(Orange County Superior Court Case No. 30-2020-01145799-CU-OE-CXC)
(hereinafter the “Action”)**

This Amendment is made by and between DWWCM, INC., d/b/a South Coast Toyota (“SCT” or “Defendant”) and Plaintiff JONATHAN HENRY (“Plaintiff”), on behalf of the general public as private attorney general, (Defendant and Plaintiff as defined herein, are sometimes collectively referred to as the “Parties”), and amends the PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT (“Agreement”) entered into by the Parties on October 21, 2021. Subject to the Court’s subsequent approval of the Settlement, this Amendment shall be effective once fully executed by the Parties.

WHEREAS, the Parties entered into the Agreement on October 21, 2021, to resolve in full the Action filed by Plaintiff on behalf of the general public as private attorney general.

WHEREAS, the Parties wish to amend section 6.09 of the Agreement to correct the venue for resolution of any dispute(s) under the Agreement from the Superior Court of the State of California for the County of Los Angeles, to the County of Orange.

THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, pursuant to section 6.02 of the Agreement, that section 6.09 of the Agreement is stricken in its entirety and replaced with the following:

“Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff’s Counsel and Counsel for Defendant shall meet and confer in an attempt to reach a resolution. If the Parties are unable to reach a

resolution, they agree to submit any such dispute(s) to the mediator, Gig Kyriacou. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of law's provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Orange. The foregoing is only limited to disputes concerning this Agreement and in no way limits or negates the enforceability and effect of underlying arbitration agreements signed by employees of Defendant, specifically including but not limited to Plaintiff, obligating them to arbitrate any and all claims on an individual (and not on a class or collective) basis. Plaintiff, on his own behalf and on behalf of the Aggrieved Employees, and Defendant participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against the other."

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APPROVED AND ACCEPTED.

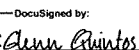
Dated: Feb 15, 2022 _____

JONATHAN HENRY

By:  _____
Jonathan Henry

Dated: 2/16/2022 _____

DWWCM, INC.

DocuSigned by:
By:  _____
Printed Name: Glenn Quintos
Title: coo _____