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Attorneys for Defendants,
PREMIER AUTOMOTIVE OF BUENA PARK, L.L.C., a California Corporation dba PREMIER CHEVROLET OF BUENA PARK (erroneously sued as PREMIER CHEVROLET OF BUENA PARK, L.L.C., a California Corporation), and **PREMIER AUTOMOTIVE MANAGEMENT, L.L.C.**, a Louisiana Corporation (erroneously sued as PREMIER AUTOMOTIVE MANAGEMENT, L.L.C., a Louisiana Corporation, dba Premier Automotive)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

RONALD SILVA, on behalf of himself and all others similarly situated, Plaintiff, vs. PREMIER CHEVROLET OF BUENA PARK, LLC, a California corporation, PREMIER AUTOMOTIVE MANAGEMENT, LLC, a Louisiana Corporation, dba Premier Automotive, PREMIER NISSAN OF SAN JOSE, LLC, a California Limited Liability Company, PREMIER AUTOMOTIVE C OF CARLSBAD, LLC, a California Limited Liability Company, PREMIER AUTOMOTIVE HCDJ OF CALIFORNIA, LLC, a California Limited Liability Company, PREMIER AUTOMOTIVE IMPORTS OF CA, LLC, a California Limited Liability Company, PREMIER AUTOMOTIVE K OF CARLSBAD, LLC, a California Limited Liability Company, PREMIER AUTOMOTIVE CJDR OF BUENA PARK, LLC, a California Limited Liability Company, PREMIER AUTOMOTIVE OF CA, LLC, a California Limited Liability Company, PREMIER AUTOMOTIVE OF CLAREMONT, LLC, a California Limited Liability Company, PREMIER AUTOMOTIVE OF NEWARK, LLC, a	Case No.: 30-2021-01218096-CU-OE-CXC Unlimited Civil Case Amount demanded exceeds $10,000 JUDGE: Hon. Layne Melzer DEPARTMENT: CX102 COMPLAINT DATE: 8/20/2021 COMPLAINT IN INTERVENTION: 8/18/2022 **PAGA SETTLEMENT AND RELEASE OF ALL CLAIMS AGREEMENT** DISCOVERY CUT OFF: 12/27/2021 MOTION CUT OFF: 12/23/2021 PTC DATE: 3/6/2026 TRIAL DATE: 4/13/2026

California Limited Liability Company, PREMIER AUTOMOTIVE OF OAKLAND PAH, LLC, a California Limited Liability Company, PREMIER AUTOMOTIVE OF PLACENTIA, LLC, a California Limited Liability Company, PREMIER AUTOMOTIVE OF SEASIDE, LLC, a California Limited Liability Company, PREMIER AUTOMOTIVE OF STEVENS CREEK, LLC, a California Limited Liability Company and PREMIER AUTOMOTIVE OF WEST COVINA, LLC, a California Limited Liability Company and DOES 1-10,

Defendants.

PAGA SETTLEMENT AND RELEASE OF ALL CLAIMS AGREEMENT

This Settlement and Release Agreement (hereinafter sometimes referred to as the "Settlement" or "Agreement") is made and entered into by RONALD SILVA (hereinafter "Plaintiff"). Individually and as a private attorney general on behalf of the State of California pursuant to Labor Code section 2698, *et. seq*., the Private Attorneys General Act ("PAGA") on the one hand, and PREMIER AUTOMOTIVE OF BUENA PARK, LLC dba PREMIER CHEVROLET OF BUENA PARK and PREMIER AUTOMOTIVE MANAGEMENT, LLC (collectively herein "Defendants") on the other hand. Plaintiff and Defendants are collectively referred to as "the Parties" and individually as a "Party." This Agreement is intended to resolve all disputes and extinguish those obligations described below.[1]

This Settlement shall be binding on Plaintiff and the PAGA Members he represents (as defined below) and on Defendants, all of their affiliated entities, parents, subsidiaries, owners, officers, executives, directors, and managers, subject to the terms and conditions hereof and the approval of the Court.

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[1] Plaintiff has an ongoing workplace injury/disability case currently pending before California's Worker Compensation Board in Van Nuys, California, Case No. ADJ13374538. Nothing in this Agreement, including, but not limited to, the waiver under Civil Code section 1542, shall interfere with Plaintiff's ability to pursue and recover from Defendants for workers' compensation or other related workplace injury and/or disability claims. Any reference in this agreement as to "release of all claims" shall specifically exclude Plaintiff's ongoing workplace injury/disability case.

I. NATURE OF ACTION

1. On February 24, 2020, Plaintiff sent notice to the Labor and Workforce Development Agency ("LWDA') giving notice of his intent to pursue a representative PAGA action, on behalf of himself and the State of California as well on behalf of other aggrieved employees.

2. For purposes of this settlement, the PAGA members are defined as: any and all current and former employees who worked for Defendants in California as non-exempt, employees (including hourly paid and employees who earned commissions or other forms of incentive compensation) and received at least one wage statement and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in the Complaint, at any time between one year prior to the pre-filing written notice to the Labor and Workforce Development Agency ("LWDA"), in this case on February 24, 2019, until judgment. There are approximately 332 PAGA Members subject to this Settlement, who collectively worked an estimated 8,798 Eligible Pay Periods and approximately 18,761 workweeks during the Covered Period through August 3, 2026.

3. In advance of the Mediation, Defendants provided Plaintiff and PAGA counsel with information about the number of potentially aggrieved employees and the number of workweeks at issue.

4. On December 17, 2020, the Parties attended a mediation with mediator Scott Dickinson of ADR Services. During the mediation, the Parties agreed to a settlement, which was negotiated in light of all known facts and circumstances.

II. REPRESENTATIONS AND DEFINITIONS

5. "PAGA Representative" or "Plaintiff" shall refer to Named Plaintiff RONALD SILVA.

6. "Defendants" shall mean and refer to PREMIER AUTOMOTIVE OF BUENA PARK, LLC dba PREMIER CHEVROLET OF BUENA PARK and PREMIER AUTOMOTIVE MANAGEMENT, LLC.

7. "Released Parties" shall mean and refer to Defendants and all of their affiliated entities,

parents, subsidiaries, owners, officers, shareholders, executives and managers.

8. "Lawsuit" refers to the civil action pending in the Orange County Superior Court, titled*,* *Ronald Silva, an individual on behalf of himself and all others similarly situated v. Premier Automotive of Buena Park, LLC, et. al, Defendants*, Case No. 30-2021-01218096-CU-OE-CXC.

9. "PAGA Counsel" shall refer to Anthony J. Nunes, (SBN 290224) of Nunes Law Group, APC, 15260 Ventura Blvd., Ste. 1200, Sherman Oaks, CA 91403.

10. "Counsel for Defendant(s)" and "Defense Counsel" shall refer to Robert W. Thompson (SBN 106411) of Callahan Thompson Sherman & Caudill, 2601 Main St., Ste. 800, Irvine, CA 92614.

11. "Covered Period" shall mean the period from February 24, 2019 to the date of final judgment.

12. "PAGA Member" or "PAGA Members" shall mean any and all individuals who were employed by Defendants in California as non-exempt employees (including hourly paid and employees who earned commissions or other forms of incentive compensation).

13. "Court" refers to the Orange County Superior Court.

14. "Settlement Administrator" shall mean the independent third-party settlement administrator retained by the Parties and approved by the Court to administer this Settlement. The Parties have selected ILYM Group, Inc. Neither Defendant shall self-administer this Settlement.

15. "Administration Costs" shall mean the reasonable fees and expenses of the Settlement Administrator, currently quoted at $4,450.00, which shall be deducted from the Gross Settlement Amount after PAGA Counsel Fees and before calculation of the PAGA Penalty Fund. Should the actual Administration Costs be less than the amount approved by the Court, the difference shall be added to the PAGA Penalty Fund and distributed accordingly.

16. "PAGA Member Share" shall mean and refer to each PAGA Members' share of the 25% of PAGA penalties allocated to the PAGA Members in accordance with Labor Code section 2699(i).

17. "Covered Claims"' means any and all claims that were asserted or could have been asserted for PAGA penalties for the Covered Period based on violations including but not limited to Labor

Code provisions 201-204, 206.5, 221, 222.5, 223, 224, 226, 226.7, 246, 510, 512, 516, 1174, 1175, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 2698, *et. seq.,* and IWC Wage Orders, based upon the facts alleged or that could have been alleged in the February 24, 2020 PAGA Notice, the February 26, 2021 Amended PAGA Notice and the August 20, 2021 Complaint.

18. "Eligible Pay Periods" means the total number of pay periods that each PAGA Member received a wage statement during the Covered Period.

19. "Settlement" shall mean this PAGA Settlement and Release Agreement.

20. "Effective Date" and "Final" shall mean the date on which Defendants have fully funded the Gross Settlement Amount in accordance with Paragraph 39, which shall be no later than thirty (30) calendar days after the Court grants approval of the PAGA Settlement.

21. "Gross Settlement Amount" or "GSA" shall mean and refer to the $65,000.00 that Defendants are obligated to pay under the terms of the proposed settlement. The Gross Settlement Amount is non-reversionary, such that the entire amount will be disbursed, and none will revert to Defendants.

22. Plaintiff alleges that Defendants failed to pay himself and other aggrieved employees minimum wage, overtime, and all wages owed at termination. Plaintiff also alleges Defendants failed to provide meal periods and paid rest breaks to himself and other aggrieved employees. Additionally, Plaintiff alleges Defendants failed to provide him and other similarly situated with accurate wage statements, failed to reimburse business expenses and failed to maintain records. Plaintiff alleges that this underlying conduct violates various provisions of the Labor Code and gives rise to a claim pursuant to Labor Code Section 2698, *et seq.*

23. The Parties exchanged meaningful information through informal discovery for the mediation including information about the number of aggrieved employees and number of work weeks at issue as well as Plaintiff's personnel file and pay records and three other employees personnel files and pay records.

24. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged

in the Lawsuit and deny any liability or intentional wrongdoing. Defendants contend, among other things, that they have complied at all times with the California Labor Code. Defendants further contend that imposition of PAGA penalties in the amount of $100 per violation would be oppressive and confiscatory given the fact that Defendants deny any wrongdoing of any kind. Defendants further deny there exists a joint employer relationship or that they may be held responsible as employers of employees of the other dealerships.

25. The Parties recognize that the issues presented in the Lawsuit are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

26. Plaintiff and PAGA Counsel contend that they have diligently pursued an investigation of the PAGA Members' claims against Defendants.

27. Based on their own independent investigations and evaluations, Plaintiff and PAGA counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate and is in the best interests of the Plaintiff, the PAGA Members and the State of California in light of all known facts and circumstances.

28. The purpose of this Settlement is to settle and compromise the Lawsuit and all Covered Claims that Plaintiff and the PAGA Members have against Defendants and the Releasees (as defined in Section IV, below). Neither the existence of this Settlement nor anything contained in this Settlement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Nothing herein shall constitute an admission by Defendants that the Lawsuit was properly brought as a representative action other than for settlement purposes. Settlement of the Lawsuit, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement or the settlement of the Lawsuit: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of either Defendants or of the truth of any of the factual allegations in the operative Complaint in the Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault

or omissions on the part of Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification, or administration other than for purposes of administering this Settlement; and (d) shall not constitute or be deemed a waiver of Defendants' right to compel arbitration of any dispute with a PAGA Member.

29. The Parties agree that upon full execution of this Settlement, discovery is informally stayed while the parties undertake the work necessary to attain court approval of the Settlement. In order to comply with the requirements of Labor Code Section 2699(l), the Parties shall submit a Joint Stipulation to the Court identifying the key terms of this Settlement and Release agreement and requesting that the Court approve the Settlement ("Approval Stipulation"). Defendants shall prepare the Joint Stipulation. The Settlement is contingent upon the approval by the Court. If after forty-five (45) days of the submission of the Joint Stipulation for Approval of Representative Action Settlement the Court does not approve the Stipulation and/or act upon the Parties Stipulation, Defendants will prepare and file a Joint Motion to Confirm PAGA settlement. If the Court denies a Joint Stipulation for Approval of Representative Action settlement and a Joint Motion to Approve PAGA Settlement solely due to concerns that the Parties cannot address through non-material modifications of this Agreement (except for those provisions related to PAGA Counsel's attorneys' fees and costs request), (i) this Settlement shall be considered null and void; (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) 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. Invalidation of any material portion of this Settlement, except for the amount of attorneys' fees and costs, shall invalidate this Settlement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

30. In the event the Court does not approve such a Joint Stipulation and/or grant a Joint Motion to Approve PAGA Settlement, the Parties will be restored to their positions prior to the Settlement

and the Settlement shall be null and void. The informal discovery stay will be lifted five (5) court days after the Court rejects a properly noticed motion to approve. Defendant will not file a Joint Motion to Approve PAGA Settlement unless the Court either denies a Joint Stipulation of Settlement and/or fails to act upon a Joint Stipulation of Settlement within forty-five (45) days after its submission.

III. TERMS OF SETTLEMENT

31. In consideration of the mutual covenants, promises and representations set forth in this Settlement, Plaintiff, on behalf of the State of California as a Private Attorney General and Defendants agree to settle and compromise the Lawsuit and the Covered Claims, subject to the terms and conditions set forth in this Settlement.

32. *The Amount of Settlement*: As consideration for the settlement described herein and the release contained in this Settlement, Defendants agree to pay the following Gross Settlement Amount of $65,000.00 in connection with the PAGA Settlement. The Gross Settlement Amount will be allocated as follows:

   a. PAGA Counsel's attorney fee request is thirty percent of the Gross Settlement Amount ($19,500.00);
   b. Administration Costs payable to the Settlement Administrator, currently quoted at $4,450.00; and
   c. The remainder of the Gross Settlement Amount after deducting items (a) and (b) above shall be designated as the PAGA Penalty Fund, estimated to be $41,050.00, and will be allocated between the LWDA and the PAGA Members pursuant to Labor Code section 2699(i), with 75% paid to the LWDA ($30,787.50) and 25% paid to the PAGA Members on a pro rata basis ($10,262.50).

33. *Allocation and Calculation of the PAGA Penalties*: Each PAGA Member shall receive a portion of the PAGA Penalties on a pro-rata basis using a ratio of (a) the number of Eligible Pay Periods worked by that PAGA Member to (b) the total number of Eligible Pay Periods worked by all PAGA Members during the Covered Period. Based on the employee census produced by

Defendants through August 3, 2026, the 332 PAGA Members worked an estimated 8,798 Eligible Pay Periods, yielding a value of approximately $1.17 per Eligible Pay Period. The estimated average payment to a PAGA Member is $30.91, the estimated highest payment is $208.80, the estimated lowest payment is $1.17, and the estimated median payment is $12.25. These figures are estimates only. The Covered Period runs through the date of final judgment and the final figures will be calculated from Defendants' payroll records as of that date. The anticipated total PAGA Penalty Fund will be approximately $41,050.00 (hereinafter referred to as the Paga penalty fund). Seventy-five percent of the PAGA Penalty Fund will be paid to the LWDA as required by Labor Code section 2699(i). The remaining 25% of the PAGA Penalty Fund will be distributed to PAGA Members on a pro-rata basis based on the formula set forth below. Each PAGA Member's pro-rata share of the PAGA Penalty Fund represents their PAGA Member share.

a. *PAGA Member Share*: Plaintiff and the PAGA Members shall receive a pro rata share of the 25 percent of the PAGA Penalty Fund allocated to PAGA Members. Plaintiff and each PAGA Member shall receive a pro rata value equal to PAGA Members' 25% of the Penalty Fund multiplied by the ratio of (a) the number of Eligible Pay Periods worked by that Member to (b) the total number of Eligible Pay Periods worked by all Members included in the PAGA Member group. All Individual Settlement Payments made to PAGA Members will be reported on an IRS Form 1099.

34. *PAGA Counsel's Fees and Costs*: As part of the request for approval of this Settlement, PAGA Counsel will request court approval of thirty percent of the Settlement Payment, which is $19,500.00, in attorneys' fees. Should PAGA Counsel request a lesser amount for attorneys' fees and costs and/or the court approves a lesser amount, the difference shall be allocated to the PAGA Penalty Fund and distributed accordingly. Any attorneys' fees and costs awarded to PAGA Counsel, hereinafter referred to as "PAGA Counsel Fees & Costs," shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Lawsuit and all work remaining to be performed in fully and finally resolving the Lawsuit, including but not limited to securing Court approval of the settlement, appearing at any hearings, making sure that the settlement is fairly and properly administered,

defending the settlement in any appeal or other post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur.

35. _Tax Treatment of Settlement Amounts_: With regard to settlement payments to PAGA Members and Plaintiff, IRS Form 1099's will be issued. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff acknowledges that he has obtained no tax advice from Defendants and that neither Defendants nor their attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendants are not responsible for any PAGA Member tax obligations regarding the allocation of the settlement payments. Payment of PAGA Counsel Fees & Costs will be reflected in a Form 1099 to PAGA Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

IV. RELEASE

36. _Release By All PAGA Members_: Upon the Effective Date, meaning upon Defendants' full funding of the Gross Settlement Amount in accordance with Paragraph 39, and not before, each PAGA Member (including Plaintiff), shall, for the Covered Period, fully release and forever discharge Defendants ("Releasees") from the Covered Claims.

37. _Release by Plaintiff_: In addition to his participation in the Release By all PAGA Members and except as otherwise provided herein, Plaintiff has entered into a separate Individual Settlement and Release of Claims Agreement with Defendants resolving his individual, non-PAGA claims, which are not at issue in this action because the State is the real party in interest in a PAGA action. Under that agreement Plaintiff provides a full release of his individual claims to the extent permitted by law, other than non-releasable claims, including his pending workers' compensation claim described in Footnote 1. The total consideration under the Individual Settlement is $20,000.00, consisting of $10,000.00 payable to Plaintiff and $10,000.00 payable to Plaintiff's counsel. That consideration is paid separately by

Defendants, is in addition to and not paid from the Gross Settlement Amount, and does not reduce the PAGA Penalty Fund or the share of any PAGA Member. Under this Settlement Plaintiff receives no service award or enhancement payment, and his PAGA Member Share is calculated at the same per-pay-period value as every other PAGA Member. The payment set forth in the individual settlement is not contingent on the approval of the PAGA Settlement by the Court in which the Action is pending. In the event the PAGA Settlement is not finally approved by the Court, the individual settlement shall still have effect and be rendered valid. A complete copy of the Individual Settlement and Release of Claims Agreement is lodged with the Court concurrently with the motion for approval of this Settlement.

V. APPROVAL STIPULATION

38. The Parties recognize that in accordance with Labor Code Section 2699(l) Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v, Superior Court,* 46 Ca1.4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement thorough a motion for preliminary or final approval. (*See also Mendoza vs. Nordstrom, Inc.,* 2 Cal. 5th 1074 (2017) (¨PAGA authorizes a representative action without the need for class certification."); *Baumann v. Chase Inv, Servs. Corp.,* 747 F.3d 1117, 1123 (9th Cir. 2014) ("a PAGA suit is fundamentally different than a class action" in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action."); *Williams vs. Sup. Ct.,* 3 Ca1.5th 531, 546-547 (2017) ("PAGA does not make other potentially aggrieved employees parties or clients of plaintiff's counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class."))

39. As explained in Paragraph 28, in order to comply with the requirements of Labor Code Section 2699(l), the Parties shall submit a joint stipulation to the Court identifying the key terms of this Settlement and Release agreement and requesting that the Court approve the Settlement ("Approval Stipulation"), and, if necessary, a Joint Motion to Approve PAGA Settlement.

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VI. ADMINISTERING THE SETTLEMENT AND PAYMENT PLAN

40. Within fifteen (15) calendar days after the Court grants approval, Defendants will compile and deliver to the Settlement Administrator a PAGA Member list ("PAGA Member List") containing: (1) name; (2) last known home address and telephone number; (3) number of pay periods as a PAGA Member during the Covered Period; and (4) social security number.

41. Defendants shall make the payments identified in paragraph 30 of this Agreement within thirty (30) calendar days of the Effective Date.

42. The Settlement Administrator shall mail the payment check for each PAGA Member Share to each PAGA Member by U.S. First Class mail, with directions to the Postmaster to forward the payment checks and to return all undeliverable payment checks to the Settlement Administrator. Prior to the initial mailing the Settlement Administrator shall update all addresses through the National Change of Address database. For any check returned as undeliverable, the Settlement Administrator shall perform a skip trace and re-mail the check to any updated address located, within fifteen (15) calendar days of receiving the returned check. A letter approved by the Parties, in advance of Plaintiff filing the Approval Stipulation, explaining this Settlement will be included in the mailing of each PAGA Members' check and submitted to the Court for its review and approval. It will be conclusively presumed that a PAGA Members' Individual Settlement Payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. The date of the initial mailing of the payment check shall be conclusively determined according to the records of the Settlement Administrator.

43. The Settlement Administrator shall pay 75% of the PAGA Penalty Fund to the LWDA.

44. The Settlement Administrator shall administer the Settlement as to all PAGA Members of both Defendants. A PAGA Member who was employed by both Defendants during the Covered Period shall receive a single payment reflecting the combined total of his or her Eligible Pay Periods worked for both Defendants, and shall not receive duplicate payments.

45. Within fourteen (14) calendar days after the expiration of the check-cashing period, the Settlement Administrator shall serve on all Parties and file with the Court a declaration

stating the total amount actually paid to PAGA Members, the number of checks issued, cashed, and uncashed, the actual Administration Costs incurred, the amount paid to the LWDA, and the amount forwarded to the California State Controller's Office, Unclaimed Property Division, in support of the Final Accounting hearing to be set by the Court.

46. Settlement checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, Defendants will ensure that uncashed funds shall be forwarded to the California State Controller's Office, Unclaimed Property Division in the name of the PAGA Member who did not cash his or her PAGA Member Share.

VII. DUTIES OF THE PARTIES PRIOR TO APPROVAL

47. Promptly upon execution of this Settlement, the Parties shall jointly apply to the Court via the Approval Stipulation for approval of the proposed Settlement, and if necessary, file a Joint Motion to Approve PAGA Settlement. The Parties shall apply to the Court for the entry of an order and final judgement approving this Settlement as required by Labor Code section 2699(1). The Approval Stipulation/Motion to Approve will request Court approval of the following:

a. Approving the terms of this Settlement and Release Agreement; and

b. Approving the amount of PAGA Counsel Fees & Costs

VIII. REPRESENTATIVE CAPACITY

48. Each Party executing this Agreement in a representative capacity represents and warrants that s/he is empowered to do so.

IX. MUTUAL AND FULL COOPERATION

49. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, PAGA

Counsel shall, with the assistance and cooperation of Defendants and its counsel, take all necessary steps to secure the approval of this Settlement from the Court

X. CONFIDENTIALITY

50. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than "the matter has been resolved" or "the matter has settled." The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Nothing in this Agreement shall prohibit PAGA Counsel from disclosing this Settlement in declarations concerning their qualifications to serve as Class and/or PAGA Counsel.

51. In response to any reference request or request to verify employment by a third-party, Defendant will provide a neutral reference in which Defendant will only disclose Plaintiff's dates of employment, pay rate, and job title.

XI. NO PRIOR ASSIGNMENTS

52. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, or purported to assign, or transfer to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

XII. NO ADMISSION

53. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of

Defendants or any of the Releasees. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any material respect, or that they have any liability to anyone under the claims asserted in the Lawsuit. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendants.

XIII. NON-EVIDENTIARY USE

54. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Lawsuit, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to establish that a PAGA Member has resolved any of his/her claims released through this Agreement.

XIV. NULLIFICATION

55. If (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties (except for the amount of attorneys' fees), or (b) the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of attorneys' fees and costs, shall invalidate this Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

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XV. ATTORNEYS' FEES, COSTS AND EXPENSES

56. Except as specifically set forth herein, each party shall bear their/ his own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by him/ them arising out of the Lawsuit, and shall not seek reimbursement thereof from any other party to this Agreement.

XVI. CONSTRUCTION

57. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff (on behalf of himself and all other PAGA Members) and Defendants regarding actual or potential claims asserted by Plaintiff against Releasees. Excluding the Individual Settlement Agreement between the Parties, and any Arbitration or Confidentiality Agreement executed by Plaintiff with Defendants, all of which will remain in full force and effect, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims. Consequently, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

XVII. CAPTIONS AND INTERPRETATIONS

58. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

XVIII. MODIFICATION

59. This Settlement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. Additionally, court approval is required for any amendment, change, alteration, or modification to this Settlement. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XIX. MISCELLANEOUS

60. This Settlement contains the entire agreement between the Parties relating to the Settlement of the Covered Claims and Plaintiffs Released Claims, and all prior or contemporaneous agreements (except

any Arbitration Agreement and the Individual Settlement Agreement), understandings, representations, and statements, whether oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters that would alter or change the terms of this Agreement. No representations, warranties, or inducements have been made to any party concerning this Agreement other than those expressly set forth or referred to herein.

61. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs. trustees, executors, administrators, successors, and assigns.

62. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile.

63. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

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

65. The Orange County Superior Court shall retain jurisdiction to enforce this Agreement pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and PAGA Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

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THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED. BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

Dated: 8/3/2026 Signed by: Ronald Silva AB3824E1633E48D...

Ronald Silva

Dated: ________________ ______________________________

Premier Automotive of Buena Park, LLC dba Premier Chevrolet of Buena Park

Dated: ________________ ______________________________

Premier Automotive Management, LLC

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED. BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

Dated: ________________ ________________________________

Ronald Silva

Dated: 8/4/26 ________________________________

Premier Automotive of Buena Park, LLC dba
Premier Chevrolet of Buena Park

Dated: 8/4/2026 ________________________________

Premier Automotive Management, LLC