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 dba PREMIER AUTOMOTIVE, PREMIER NISSAN OF SAN JOSE, LLC, PREMIER AUTOMOTIVE C OF CARLSBAD, LLC, PREMIER AUTOMOTIVE HCDJ OF CALIFORNIA, LLC, PREMIER AUTOMOTIVE IMPORTS OF CA, LLC, PREMIER AUTOMOTIVE K OF CARLSBAD, LLC, PREMIER AUTOMOTIVE CDJR OF BUENA PARK, LLC, PREMIER AUTOMOTIVE OF CA, LLC, PREMIER AUTOMOTIVE OF CLAREMONT, LLC, PREMIER AUTOMOTIVE OF NEWARK, LLC, PREMIER AUTOMOTIVE OF OAKLAND PAH, LLC, PREMIER AUTOMOTIVE OF PLACENTIA, LLC, PREMIER AUTOMOTIVE OF SEASIDE, LLC, PREMIER AUTOMOTIVE OF STEVENS CREEK, LLC, PREMIER AUTOMOTIVE OF WEST COVINA, 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.

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.

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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 currently pending before California's Worker Compensation Board in Van Nuys, California as Case No. ADJ13374538.

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 First Amended 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, 2020, until judgment. There are approximately 1,104 Members subject to this Settlement.

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" of "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 dba PREMIER AUTOMOTIVE, PREMIER NISSAN OF SAN JOSE, LLC, PREMIER AUTOMOTIVE C OF CARLSBAD, LLC, PREMIER AUTOMOTIVE HCDJ OF CALIFORNIA, LLC, PREMIER AUTOMOTIVE IMPORTS OF CA, LLC, PREMIER AUTOMOTIVE K OF CARLSBAD, LLC, PREMIER AUTOMOTIVE CDJR OF BUENA PARK, LLC, PREMIER AUTOMOTIVE OF CA, LLC, PREMIER AUTOMOTIVE OF CLAREMONT, LLC, PREMIER AUTOMOTIVE OF NEWARK, LLC, PREMIER AUTOMOTIVE OF OAKLAND PAH, LLC, PREMIER AUTOMOTIVE OF PLACENTIA, LLC, PREMIER AUTOMOTIVE OF SEASIDE, LLC, PREMIER AUTOMOTIVE OF STEVENS CREEK, LLC, PREMIER AUTOMOTIVE OF WEST COVINA, 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 United States District Court for

the Central District of California, 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. 2:20-cv-03671 DDP (MAAx).

9. "PAGA Counsel" shall refer to Anthony J. Nunes, (SBN 290224) of Nunes Worker Rights Law, 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 who were 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 First Amended 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, 2020, until judgment.

13. "Court" refers to the United States District Court for the Central District of California.

14. "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).

15. "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 of 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, and IWC Wage Orders, based upon the facts alleged or that could have been alleged in the February 24, 2020 PAGA Notice, the April 22, 2020 Complaint, the February 26, 2021 Amended PAGA Notice and the March 2, 2021 First Amended Complaint. The Covered Claims do not include any employees' individual claims other than those claims by Plaintiff in paragraph 31 of this Settlement and Plaintiffs contingent individual settlement.

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

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

18. "Effective Date" and "Final" shall mean the date that the Court grants approval of the PAGA Settlement,

19. "Gross Settlement Amount" or "GSA" shall mean and refer to the $100,000.00 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.

20. "Individual Settlement" shall mean and refer to the individual settlement between Plaintiff and Defendants for individual claims that are not at issue in this PAGA action.

21. 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.*

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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 and/or the requested Service Award for Plaintiff), (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.

29. 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

30. 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.

31. *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 $100,000.00 in connection with the PAGA Settlement. The Gross Settlement Amount will be allocated as follows:

a. PAGA Counsel's attorney fee request of one-third of the Settlement Payment ($35,000.00);
b. PAGA Counsel's request for costs in the amount of $6,000.00;
c. The remainder of the Settlement Payment after deducting items (a) and (b) herein shall be designated as PAGA Penalties, which are estimated to be $59,000.00, and will be allocated between the LWDA and the PAGA Members pursuant to Labor Code section 2699(i) with 75% paid to the LWDA ($44,250.00) and 25% paid to the PAGA Members on a pro-rata basis ($14,750.00).

32. *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 the PAGA Member during the Covered Period to (b)

the total number of Eligible Pay Periods worked by all PAGA Members during the Covered Period. The anticipated total PAGA penalty fund will be approximately $59,000.00. 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.

33. *PAGA Counsel's Fees and Costs*: As part of the request for approval of this Settlement, PAGA Counsel will request court approval of one-third of the Settlement Payment, which is $35,000.00, in attorneys' fees. PAGA Counsel will request cost reimbursement in the amount of $6,000.00 for costs incurred by PAGA Counsel. 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.

34. *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

35. *Release By All PAGA Members*: Upon approval by the Court of this Settlement, each PAGA Member (including Plaintiff), shall, for the Covered Period, fully release and forever discharge Defendants ("Releasees") from the Covered Claims.

36. *Release by Plaintiff*: In addition to his participation in the Release By all PAGA Members and except as otherwise provided herein, upon the Effective Date of this Settlement, Plaintiff has agreed to a separate individual settlement that is intended to compensate Plaintiff for his individual claims that are not at issue in this case since the state is the real party in interest in a PAGA action. Plaintiff is providing a full release of individual claims to the extent permitted by law, other than non-releasable claims such as workers' compensation claims, as part of this individual settlement agreement. As set forth in that Agreement, PAGA Counsel is not receiving any attorneys' fees associated with Plaintiff's individual settlement. 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.

V. APPROVAL STIPULATION

37. 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 plaintiffs 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."))

38. 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.

VI. ADMINISTERING THE SETTLEMENT AND PAYMENT PLAN

39. Within fifteen (15) calendar days after the Effective Date, the Defendants will compile 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.

40. Defendants shall make the payments identified in paragraph 31 of this Agreement within thirty (30) calendar days of the Effective Date. Defendants shall retain the services of an Administrator to distribute each PAGA Members Share to the PAGA Members and the attorneys' fees and costs awarded by the Court within thirty-five (35) calendar days of approval,

41. The payment checks for each PAGA Member Share shall be sent to each PAGA Member by U.S. First Class mail to the PAGA Member's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to Defendants. 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 Defendants.

42. Defendants shall ensure that 75% of the PAGA Penalty Fund is paid to the LWDA.

43. Settlement checks shall remain valid and negotiable for one hundred twenty (120) 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 the State of California Department of Industrial Relations Unclaimed Wages Fund 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

44. 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

45. 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

46. 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

47. 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.

XI. NO PRIOR ASSIGNMENTS

48. 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

49. 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

50. 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

51. 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.

XV. ATTORNEYS' FEES, COSTS AND EXPENSES

52. 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

53. 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

54. 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

55. This Settlement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. 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

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. The United States District Court for the Central District of California 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.

62. This Agreement shall not be subject to collateral attack by any PAGA Member. Such prohibited collateral attack shall include, but not be limited to, claims that the PAGA Member failed, for any reason, to timely receive his or her Individual Settlement Payment.

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: 3/7/2021

DocuSigned by:
Ronald Silva
7534758C00DB470...

Ronald Silva

Dated: 3/12/2021

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

Dated: 3/12/2021

Premier Automotive Management, LLC dba
Premier Automotive

Dated: 3/12/2021

Premier Nissan of San Jose, LLC

Dated: 3/12/2021

Premier Automotive C of Carlsbad, LLC

Dated: 3/12/2021

Premier Automotive HCDJ of California, LLC

Dated: 3/12/2021

Premier Automotive Imports of CA, LLC

Dated: 3/12/2021

Premier Automotive K of Carlsbad, LLC

Dated: 3/12/2021

Premier Automotive CJDR of Buena Park, LLC

Dated: 3/12/2021

Premier Automotive of CA, LLC

Dated: 3/12/2021

Premier Automotive of Claremont, LLC

Dated: 3/12/2021

Premier Automotive of Newark, LLC

Dated: 3/12/2021

Premier Automotive of Oakland PAH, LLC

Dated: 3/12/2021

Premier Automotive of Placentia, LLC

Dated: 3/12/2021

Premier Automotive of Seaside, LLC

Dated: 3/12/2021

Premier Automotive of Stevens Creek, LLC

Dated: 3/12/2021

Premier Automotive of West Covina, LLC