SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

CELIA ARREOLA, as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"), on behalf of the State of California and other aggrieved employees, Plaintiff, v. PREMIER NISSAN OF SAN JOSE, LLC, a California limited liability company; PREMIER AUTOMOTIVE C OF CARLSBAD LLC, a California limited liability company; PREMIER AUTOMOTIVE CJDR OF BUENA PARK, 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 MANAGEMENT, L.L.C., a Louisiana limited liability company; PREMIER AUTOMOTIVE 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 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	Case No. 220CV369049 **PAGA SETTLEMENT AGREEMENT**

liability company; PREMIER AUTOMOTIVE OF STEVENS CREEK, LLC, a California limited liability company; and/or PREMIER AUTOMOTIVE OF WEST COVINA, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Santa Clara ("Court"), Plaintiff Celia Arreola ("Plaintiff") and Defendant Premier Nissan of San Jose, LLC ("Defendant") (collectively with Plaintiff, the "Parties") hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of Plaintiff's claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

DEFINITIONS

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

1. "Action" means *Arreola v. Premier Nissan of San Jose, LLC*, No. 220CV369049 (Santa Clara County Superior Court).

2. "Aggrieved Employees" means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Settlement Period.

3. "Court" means the Superior Court for the State of California, County of Santa Clara.

4. "Gross Settlement Amount" means the settlement amount of One Hundred Twenty Thousand Dollars ($120,000) to be paid by Defendant in full satisfaction of all Settled Claims arising from the Action.

5. "LWDA" means the California Labor and Workforce Development Agency.

6. "PAGA Penalties Fund" means the Gross Settlement Amount less the Attorneys' Fees and Costs, Service Award, and Settlement Administrator Costs.

7. "Plaintiff's Counsel" means Capstone Law APC.

8. "Service Award" means the amount to be paid to Plaintiff as payment for her service on behalf of the LWDA and Aggrieved Employees, and for a general release of all claims arising out of her employment with Defendant.

9. "Settled Claims" means all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the Settlement Period. The release expressly

includes PAGA penalties premised on violation of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 206.5, 210, 221, 222.5, 223, 224, 225.5 226(a), 226.3, 226.7, 246 *et seq.*, 248.5, 256 510, 512, 516, 558(a)(1)(2), 1174, 1174.5 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, and Violation of Applicable Industrial Welfare Commission Wage Order(s) that are based on the facts of the Action and the PAGA Notices submitted by Plaintiff to the LWDA that occurred during the PAGA Period.

10. "Settlement Period" means June 5, 2019 through the date of entry of the Order and Judgment.

TERMS

11. Dismissal of Separately Named Defendants. As a condition of settlement, Plaintiff agrees to dismiss, without prejudice, all claims against Defendants Premier Automotive C of Carlsbad, LLC; Premier Automotive CJDR of Buena Park, LLC; Premier Automotive HCDJ of California, LLC; Premier Automotive Imports of CA, LLC; Premier Automotive K of Carlsbad LLC; Premier Automotive Management, L.L.C.; Premier Automotive 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; and Premier Automotive of Stevens Creek, LLC; Premier Automotive of West Covina, LLC (the "Non-PNSJ Entities"). Defendant shall have no obligation to provide any of the consideration described in herein unless an until the Non-PNSJ Entities are dismissed from this matter.

12. Gross Settlement Amount. In consideration for Plaintiff's promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will pay One Hundred Twenty Thousand Dollars ($120,000) ("Gross Settlement Amount") to settle the Action. The Gross Settlement Amount includes Plaintiff's attorneys' fees, litigation costs and expenses, consideration for Plaintiff's service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendant.

13. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor

Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

13(a) Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

13(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, Defendant will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

13(c) Defendant estimates that Aggrieved Employees worked an aggregate total of approximately Nine Thousand Four Hundred Thirty-Five (9,435) Pay Periods during the Settlement Period. If the actual aggregate total of Pay Periods worked during the Settlement Period is greater than Ten Percent (10%) of this estimate, then Defendant must either: (i) increase the Gross Settlement Amount proportionately for each Pay Period above the Ten Percent (10%) allowance (e.g., if the total number of Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%); or (ii) advance the end date of the Settlement Period to the last date on which the total number of Pay Periods worked by Aggrieved Employees in aggregate during the Settlement Period is no greater than Ten Thousand Three Hundred Seventy-Nine (10,379).

14. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than one-third (1/3) the Gross

Settlement Amount, which is currently estimated to be Forty Thousand Dollars ($40,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Fifteen Thousand Dollars ($15,000), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund.

15. Service Award. For a general release of all claims Plaintiff may have against Defendant arising out of her employment, and for her service on behalf of the LWDA and Aggrieved Employees, Defendant agrees not to oppose or impede any application or motion by Plaintiff for a service award of up to Ten Thousand Dollars ($10,000) ("Service Award"). Upon receipt of the Service Award, Plaintiff will be deemed to have fully released and discharged Defendant from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendant arising out of, or relating to, Plaintiff's employment with Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

16. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Service Award sought by Plaintiff is not ultimately awarded by the Court.

17. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount and are estimated to be Five Thousand Dollars ($5,000). To the extent the Administration Expenses are less or the Court approves payment less than Five Thousand Dollars ($5,000), the Administrator will retain the remainder in the PAGA Penalties Fund.

18. Responsibilities of Plaintiff's Counsel. Plaintiff's Counsel are responsible for drafting and filing the Motion for Court Approval of the Parties' PAGA Settlement ("Motion"), which will be filed no later than sixteen (16) court days prior to the date of the reserved hearing. Plaintiff's Counsel are also responsible for providing the LWDA with a copy of this Settlement Agreement and the Motion on the same day the Motion is filed with the Court. Plaintiff's Counsel will provide drafts of the Motion and proposed Order and Judgment to Defense Counsel no later than seven (7) days prior to the filing deadline. If the Parties disagree on any aspect of the Motion or proposed Order and Judgment, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

19. List of Aggrieved Employees. Within thirty (30) calendar days after entry of the Order and Judgment, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

20. Funding of the Settlement. Within thirty (30) calendar days after entry of the Order and Judgment, Defendant will deposit the Gross Settlement Amount into the QSF to be established by the Settlement Administrator ("Funding Date"). Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff's Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

21. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the State Controller's Office, Unclaimed Property Division, in the name of each Aggrieved Employee who did not negotiate his or her check. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

22. Settled Claims. Upon the Funding Date, Plaintiff and all Aggrieved Employees will be forever barred from pursuing against Defendant any and all Settled Claims during the Settlement Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement.

23. Use and Return of Aggrieved Employee Data. Information provided to Plaintiff's Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to Plaintiff's Counsel by Defendant in connection with the mediation, other settlement

negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless. That notwithstanding, nothing herein shall require PAGA Counsel to violate any applicable rule of professional conduct concerning retention of client files and / or documents.

24. Confidentiality. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's counsel separately agree that, until the Motion for Approval of the PAGA Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Settlement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Settlement confidential; (b) counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Approval of the PAGA Settlement, any with third party regarding this Settlement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect Plaintiff's Counsel and Defendant's counsel shall not post or report anything regarding the settlement or the claims of Plaintiffs or the Aggrieved Employees on their websites or through social media. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding counsel's qualifications and experience or for purposes of seeking court approval of comparable settlements.

25. Publicity. The Parties agree that they will not publicize or otherwise advertise the Settlement or any fact or issue related to the Settlement, or disclose it to third parties, except for purposes

of effectuating the Settlement and obtaining Court approval.

26. Continuing Jurisdiction. The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this Settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended for a period of not less than one (1) year starting from the date of the signing of this agreement by all Parties until the entry of the order approving this Settlement or, if not entered, the date this agreement shall no longer be of any force or effect.

27. No Right to Exclusion or Objections by Representative Action Members. 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 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

28. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

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

30. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

31. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

32. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

33. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.

34. 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 affect 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.

35. 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.

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

37. 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 signatures (e.g., Docusign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

38. 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 by experienced counsel. 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.

39. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiff 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's terms.

40. 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 render all provisions of this Settlement Agreement valid and enforceable.

41. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

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

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

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

45. 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, and reviewed in full.

46. 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.

47. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, 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.

48. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 12/4/2025

DocuSigned by:

D8BEB79453B4417...

Celia Arreola

DEFENDANT

Dated: 1/28/2025

[Name of Authorized Signatory]
Premier Nissan of San Jose, LLC

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 12/4/2025

Raul Perez
Attorneys for Plaintiff Celia Arreola

FISHER & PHILLIPS LLP

Dated: 01/28/2026

Benjamin P. Carney
Defendant Premier Nissan of San Jose, LLC

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From *Arreola v. Premier Nissan of San Jose, LLC*, No. 220CV369049 (Santa Clara County Superior Court)

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Arreola v. Premier Nissan of San Jose, LLC*, No. 220CV369049 (Santa Clara County Superior Court) (the "Action").

The Action was filed against Defendant Premier Nissan of San Jose, LLC ("Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The Action was brought by a former employee of Defendant on behalf of the State of California and all allegedly "aggrieved employees" of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]