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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ANTHONY ALVIZ and TAMI
WINSLETT, Individually, and On Behalf of
All Others Similarly Situated,

Plaintiffs,

v.

LHM CORP TSD d/b/a LARRY H.
MILLER TOYOTA LEMON GROVE;
LHM CORP CTO d/b/a LHM TOYOTA OF
CORONA; LHM CORP NSB d/b/a LHM
NISSAN OF SAN BERNARDINO; LHM
CORP CORONA NI d/b/a LHM NISSAN
OF CORONA; and DOES NOS. 1-50,
Inclusive,

Defendants.

CASE NO.: 37-2020-00027584-CU-OE-CTL
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Carolyn Caietti, Dept. C-70*

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT OF CLASS
ACTION AND PAGA REPRESENTATIVE
CLAIMS**

Complaint Filed: August 6, 2020
Trial Date: Not Set

1 This Stipulation is made by the Class Representatives on behalf of themselves and each
2 of the other Class Members, on the one hand, and Defendants, on the other hand, in this Action,
3 and is subject to the approval of the Superior Court.

4 **1. DEFINED TERMS**

5 1.1 “Action” means the civil action being resolved by this settlement entitled *Anthony*
6 *Alviz and Tami Winslett v. LHM Corp. TSD dba Larry H. Miller Toyota Lemon Grove, et al.* (San
7 Diego County Superior Court Case No. 37-2020-00027584-CU-OE-CTL).

8 1.2 “Agreement,” “Settlement,” or “Stipulation” means this Stipulation and
9 Settlement Agreement of Class Action Claims.

10 1.3 “Claims” means any and all claims asserted in the Action or any other claims that
11 could have been asserted in the Action, based on the facts alleged, including but not limited to
12 any and all claims concerning without limitation: meal and rest breaks; unpaid minimum wages,
13 overtime and double time wages; wage statement violations; expense reimbursement; and
14 separation pay violations. Specifically, and without limitation, the Claims include claims for
15 under or penalties (including PAGA) for violation of California Labor Code or any law or
16 regulation related to wage and hour law, including without limitation California Labor Code §§
17 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1198, 2802.

18 1.4 “Class” or “Class Members” means the following class: All current and former
19 nonexempt (including overtime exempt) employees who worked for Defendants within the State
20 of California from August 6, 2016 to the Preliminary Approval Date.

21 1.5 “Class Counsel” means David Hawkes of the Blanchard, Krasner and French
22 APC, and Stephen Matcha of Matcha Law.

23 1.6 “Class Period” means the period from August 6, 2016 until the Preliminary
24 Approval Date. “PAGA Period” means the period from March 19, 2021 until the Preliminary
25 Approval Date.

26 1.7 “Class Notice” means the Court-approved Notice of Proposed Class Action
27 Settlement, substantially in the form attached hereto as **Exhibit A** and incorporated by reference
28 herein, which will notify Class Members of, among other things, the following: Preliminary

1 Approval of the Settlement, the basic terms of the Settlement, the calculation of the Settlement
2 Award, the procedures for disputing and objecting to the Settlement, and requesting exclusion
3 from the Settlement Class, and the scheduling of the Final Approval Hearing. Following the
4 Court's Preliminary Approval of the Settlement, the Settlement Administrator shall mail the
5 Class Notice to all Class Members.

6 1.8 "Class Representatives" means plaintiffs Anthony Alviz and Tami Winslett.

7 1.9 "Complaint" means the operative First Amended Complaint filed in the Action.

8 1.10 "Costs Award" means the amount of litigation expenses Class Counsel has
9 incurred in prosecuting the Action and awarded by the Court.

10 1.11 "Court" means the Superior Court for the State of California, for the County of
11 San Diego, which is the Court that the Parties will be submitting this Settlement to for purposes
12 of obtaining court approval.

13 1.12 "Database Report" means a confidential list of Class Members that Defendants
14 will diligently and in good faith compile from their records and provide to the Settlement
15 Administrator only. Plaintiff's counsel will not receive a copy of the confidential list. The
16 Database Report shall be in computer-readable format, and shall include each Class Member's
17 full name; employee ID while employed with Defendants; dates of employment during which he
18 or she worked in a class position for Defendants in California; last known home address and last
19 known telephone number to the extent available in the Human Resources employee information
20 database; Social Security number to perform a skip trace in order to obtain the best possible
21 address for Class Members prior to mailing the Class Notice to Class Members.

22 1.13 "Defendants" mean LHM Corp TSD dba Larry H. Miller Toyota Lemon Grove,
23 LHM Corp CTO dba LHM Toyota of Corona, LHM Corp NSB dba LHM Nissan of San
24 Bernardino, and LHM Corp Corona NI dba LHM Nissan of Corona.

25 1.14 "Defendants' Counsel" means Megan C. Winter, Esq., Adam F. Sloustcher, Esq.,
26 and Phillip G. Simpler, Esq. of Fisher & Phillips, LLP.

27 1.15 "Effective Date" means the later of: (a) if any Class Member validly submits a
28 Notice of Objection, the date on which the time for appeals from any Order ruling on the

1 objections or granting Final Approval of the Settlement has run; (b) the resolution of any appeal,
2 filed by a Class Member who validly submitted a Notice of Objection, from any Orders ruling
3 on any objection or granting Final Approval of the Settlement; or (c) in the event there are no
4 objections submitted and/or all objections submitted have been withdrawn, then the date the
5 Court signs an Order granting Final Approval of the Settlement.

6 1.16 “Excluded Class Members” means all Class Members who timely and validly
7 submit a written request for exclusion from the Settlement Class on or before the
8 Objection/Exclusion Deadline Date.

9 1.17 “Fees and Costs Award” means the aggregate total of the Fees Award and the
10 Costs Award to Class Counsel approved by the Court.

11 1.18 “Fees Award” means the fee amount authorized by the Court to be paid to Class
12 Counsel for the services they have rendered in prosecuting the Action, in an amount not to exceed
13 one-third (33 and 1/3%) of the Total Settlement Amount, i.e., the Fees Award shall not exceed
14 Seventy-One Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$71,666.66).

15 1.19 “Final Approval” and/or “Final Approval Order” means the Court’s order
16 granting final approval of the Settlement and “Final Approval Date” means the date that the Court
17 signs the Final Approval Order.

18 1.20 “Final Approval Hearing” means the hearing at which the Court considers
19 whether to issue an order granting final approval to the Settlement.

20 1.21 “Net Settlement Fund” means the funds available to pay the Settlement Awards
21 to all Participating Settlement Class Members. The Net Settlement Fund shall constitute the
22 Total Settlement Amount minus the sum of the (1) Fees and Cost Award, (2) the Service Awards,
23 (3) the Settlement Administration Costs, (4) the PAGA Payment made to the Labor and
24 Workforce Development Agency (“LWDA”).

25 1.22 “Non-Participating Class Member” means a Class Member who submits a timely
26 and valid Request for Exclusion.

27 1.23 “Objection/Exclusion Deadline” means the date, no later than thirty (30) calendar
28 days after the date the Notice is mailed (judged by the postmark date) by the Settlement

1 Administrator, prior to which a Class Member may validly submit a Notice of Objection or a
2 Class Member may submit a Request for Exclusion.

3 1.24 “PAGA Payment” shall constitute Five Thousand Dollars (\$5,000.00) which,
4 pursuant to Labor Code Section 2699(i), will be distributed as follows: 25% to the applicable
5 Participating Settlement Class Members and 75% to the California Labor and Workforce
6 Development Agency. The 25% portion of the PAGA Payment that shall be paid to the
7 Participating Settlement Class Members shall remain within the Net Settlement Fund so that it is
8 available to be included within the calculation of the Participating Settlement Class Members’
9 Settlement Awards. If it should later be determined by the Court that an additional amount is
10 needed to effectuate a full and complete release of all California Labor Code Private Attorneys
11 General Act claims, Labor Code Section 2698 et seq., that amount shall be deducted from the
12 Total Settlement Amount.

13 1.25 “Participating Settlement Class Member” means any Class Members who did not
14 submit a timely and valid Request for Exclusion.

15 1.26 “Parties” means Defendants and the Class Representatives.

16 1.27 “Preliminary Approval Order” means the Order issued by the Court preliminarily
17 approving the terms of the Settlement set forth in this Stipulation, in a form to be agreed upon by
18 the Parties prior to the hearing on the Motion for Preliminary Approval and “Preliminary
19 Approval Date” means the date that the Court signs the Preliminary Approval Order.

20 1.28 “Qualifying Workweek” means a workweek where a Participating Settlement
21 Class Member worked at least one day during that work week and was not on a leave of absence
22 or vacation. The Qualifying Workweek will be calculated by using Defendants’ payroll data
23 during the Class Period. Workweeks of Non-Participating Class Members will be excluded from
24 the total number of Workweeks that are reported to the Settlement Administrator.

25 1.29 “Qualified Settlement Fund” or “QSF” means the account set up by the Settlement
26 Administrator and from which the individual Settlement Awards to Participating Settlement
27 Class Members shall be made. The QSF shall be an interest-bearing account within the meaning
28 of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section

1.468B-1, et seq., at a federally-insured bank that is mutually acceptable to the Parties and the Settlement Administrator. The Settlement Administrator shall serve as a Trustee of the QSF and shall act as a fiduciary with handling of all tax-related issues, reporting and payments. The Settlement Administrator shall act in a manner necessary to qualify and maintain the QSF as a Qualified Settlement Fund and the Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Parties agree that the QSF shall be a non-reversionary fund and that under no circumstance will there be any reversion to Defendants of any of the funds from the QSF or the Total Settlement Amount.

1.30 “Released Claims” means all claims asserted under any applicable laws and/or regulations relating to any and all facts and claims asserted in the Action or any other claims that could have been asserted in the Action based on the facts alleged, including without limitation claims related to meal and rest breaks; unpaid minimum wages, overtime and double time wages; wage statement violations; expense reimbursement; and separation pay violations and any related claims under the California Labor Code; any other laws or regulations concerning wage and hour laws, and for penalties under the California Private Attorneys General Act (“PAGA”); arising during the Class Period and/or PAGA Period. The Released Claims do not cover or include (1) claims for Workers’ Compensation, (2) claims for unemployment or disability payments, (3) tort claims, or any other claims that cannot be released as a matter of law. The Released Claims shall run during the entire Class Period. As of the Effective Date of Settlement, each Class Member who has not filed a valid Request for Exclusion shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims. This waiver and release of claims shall be binding on the Class Representatives and all members of the Class who have not timely submitted a valid Request for Exclusion, including each of their respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties.

1.31 “Request for Exclusion” means a letter or written request to be excluded from the Settlement Class submitted by a Class Member to the Settlement Administrator and postmarked

1 by the Objection/Request for Exclusion Deadline. In order to be valid, the Request for Exclusion
2 must include the Class Member's name, address, telephone number, last four digits of the Social
3 Security number, location and years of his or her employment, and signature, and contain a
4 statement to the effect of: "I wish to be excluded from the Settlement Class."

5 1.32 "Released Parties" means Defendants, and each of its former or present parents,
6 subsidiaries, affiliates, investors, partners, owners, related organizations, predecessors or
7 successors, and all agents, employees, officers, directors, members, managers, holding
8 companies, insurers, and attorneys thereof.

9 1.33 "Settlement Administrator" means the Court appointed Administrator, as well as
10 any other provider that is mutually agreed to by the Parties and approved by the Court.

11 1.34 "Settlement Administration Costs" means the amount that will be paid to the
12 Settlement Administrator for actual and direct fees and expenses reasonably incurred by the
13 Settlement Administrator in administering the Settlement. Settlement Administration Costs will
14 include, but are not limited to, fees and costs payable to the Settlement Administrator for printing,
15 distributing (including with appropriate postage), and tracking documents for this Settlement,
16 any searches to locate any Class Members, calculating estimated amounts per Class Member, tax
17 reporting, distributing the individual Settlement Awards, the Class Representatives' Service
18 Awards, Class Counsel Fees and Costs, payment to the LWDA, and providing necessary
19 certification of completion of notice, reports and declarations, establishing and administering a
20 QSF account, required tax reporting and withholding on the individual Settlement Awards, the
21 issuing of 1099 and W-2 IRS forms, as well as determining the validity of any disputes (and
22 communicating the determination of those disputes to the disputing Class Member, Class
23 Counsel and Defendants' Counsel) and opt-outs, calculating all amounts to be paid from the Total
24 Settlement Amount, and such other responsibilities and duties as reasonably and customarily
25 performed by third-party settlement administrators or as requested by the Parties.

26 1.35 "Service Awards" means the amount that the Court authorizes to be paid to the
27 Class Representatives in the Action over and above their Settlement Award, in recognition of
28 their efforts in assisting with the prosecution of the Action on behalf of the Class Members. This

amount is not to exceed Ten Thousand Dollars (\$10,000.00) to each of the Class Representatives.

1.36 “Settlement Award” means the total portion of the Net Settlement Award payable to each member of the Settlement Class after deduction of the employee’s portion of all state and federal employment withholding taxes, FICA and FUTA contributions and any other applicable payroll deductions required by law.

1.37 “Settlement Class” means the Class Members who have not submitted a timely and valid Request for Exclusion and are therefore entitled to receive his or her individual portion of the Settlement Award.

1.38 “Total Settlement Amount” means the total amount that Defendants will be required by this Stipulation to pay to: Participating Settlement Class Members (which includes the employee payroll taxes withheld from the Wage Component of each Participating Settlement Class Member’s Settlement Award); the Class Representatives; Class Counsel; the Settlement Administrator; and the Labor and Workforce Development Agency (i.e., the PAGA Payment). The Total Settlement Amount is Two Hundred Fifteen Thousand Dollars (\$215,000.00). The Total Settlement Amount is non-reversionary, meaning that, if the settlement is approved and becomes effective, no part of this amount shall be returned to Defendants. Defendant shall contribute the employer-side payroll taxes separately and in addition to the Total Settlement Amount.

2. BACKGROUND AND PRELIMINARY REPRESENTATIONS

2.1 Certification. This Court has not yet Certified the Class. The Parties intend for the Class to be certified through the preliminary approval process for settlement purposes only. If the Court should for any reason fail to approve the Settlement, this Agreement shall be considered null and void, the Class will not be certified, and Defendants shall have the right to challenge any further certification efforts, including by seeking to compel individual arbitration of Plaintiffs’ claims and seeking to strike the class action allegations. The Parties agree that Defendants have not waived the right to compel arbitration of Plaintiffs’ or any other Class Members’ claims by entering into this Agreement or by their delay in seeking to enforce any such rights with respect to the Action.

1 2.2 Investigation. The Parties have conducted significant investigation of the facts
2 and law. Such discovery and investigation included interviews with the Class Representatives
3 and other percipient witnesses as well as the review of documents and data necessary to calculate
4 potential damages. Counsel for the Parties investigated the law as applied to the facts discovered
5 regarding the alleged claims of the Class Members and potential defenses thereto, and the
6 damages claimed by the Class Members.

7 2.3 Defendants' Reasons for Settlement. Defendants concluded that any further
8 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts
9 of time, energy and resources of Defendants have been and, unless this Settlement is made, will
10 continue to be devoted to the defense of the claims asserted by the Class Representatives.
11 Defendants have also taken into account the risks of further litigation in reaching their decision
12 to enter into this Settlement. Defendants have, therefore, agreed to settle in the manner and upon
13 the terms set forth in this Agreement to put to rest the Claims as set forth in the Complaint.

14 2.4 Defendants' Denials of Wrongdoing. Defendants have denied and continue to
15 deny each of the claims and contentions alleged by Class Members in the Action. Defendants
16 have repeatedly asserted, and continue to assert, defenses thereto, and have expressly denied and
17 continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct
18 alleged in the Action. Defendants also have denied and continue to deny, inter alia, the
19 allegations that the Class Members have suffered damage; that Defendants violated any laws;
20 that Defendants engaged in any wrongful conduct as alleged in the Action; or that Class Members
21 were harmed by the conduct alleged in the Action. Neither this Agreement, nor any document
22 referred to or contemplated herein, nor any action taken to carry out this Agreement, is, may be
23 construed as, or may be used as an admission, concession or indication by or against Defendants
24 of any fault, wrongdoing or liability whatsoever.

25 2.5 Plaintiffs' Claims. The Class Representatives have claimed and continue to claim
26 that the Released Claims have merit and give rise to liability on the part of Defendants. This
27 Agreement is a compromise of disputed claims, and Plaintiffs' Agreement takes into account
28 Defendants' defenses to liability, including the joint employer status of the dealership entities

1 and to class certification. Nothing contained in this Agreement and no documents referred to
2 herein and no action taken to carry out this Agreement may be construed or used as an admission
3 by or against the Class Representatives or Class Counsel as to the merits or lack thereof of the
4 claims asserted.

5 2.6 It is the desire of the Parties to fully, finally and forever settle, compromise and
6 discharge all disputes and claims against the Released Parties arising from or related to this
7 Action, and that this Settlement Agreement shall constitute a full and complete settlement and
8 release of all the Released Parties from all of the claims asserted in this Action.

9 **3. CLASS AND PAGA SETTLEMENT AGREEMENT**

10 3.1 Settlement Components. The Settlement shall have six components: (1) the
11 Participating Settlement Class Members' Settlement Awards; (2) the Class Representatives'
12 Service Awards; (3) Class Counsel's Fees and Cost Award; (4) the Settlement Administration
13 Costs; (5) the PAGA Payment; and (6) Defendants' Payroll Taxes. The first five of these
14 components are included in the Total Settlement Amount. Defendants' Payroll Taxes shall be
15 contributed separately by Defendants in addition to the Total Settlement Amount.

16 3.2 Creation of the Settlement Fund. Within thirty (30) calendar days after the
17 Effective Date, Defendants shall deliver the Total Settlement Amount and the employer share of
18 payroll taxes to the Settlement Administrator to create the Settlement Fund. All payments that
19 Defendants are required to make pursuant to the Settlement Agreement shall be made from the
20 Fund by the Settlement Administrator. Defendants will retain exclusive authority over, and
21 responsibility for, those funds until required to deliver them to the Settlement Administrator in
22 accordance with this paragraph.

23 3.3 Calculation of Participating Settlement Class Members' Settlement Awards. The
24 Settlement Administrator shall have the authority and obligation to calculate the amounts of
25 individual Settlement Awards in accordance with the methodology set forth in this Stipulation of
26 Settlement and any Orders of the Court. The Parties agree that the formula for the individual
27 Settlement Awards to Participating Settlement Class Members provided herein is reasonable and
28 that the payments provided herein are designed to provide a fair settlement to such persons, in

light of the uncertainties of the damages and penalties alleged to be owed to the Class and the calculation of such amounts.

3.3.1 The Parties agree that Class Members will not have to submit a claim form in order to participate in the Settlement. Each Class Member who does not submit a Request for Exclusion will be mailed a check representing their individual Settlement Award. Therefore, the individual Settlement Awards will be paid from the Net Settlement Fund to all Class Members unless the Class Member submits a valid and timely written Request for Exclusion from the Settlement Class. Note, any Class Member who worked during the PAGA Period will receive a check representing their portion of the PAGA Payment regardless of whether they request exclusion from the Class.

3.3.2 After deducting (i) the Court-approved Class Representatives' Service Awards, (ii) the Court-approved Fees and Costs Award, (iii) the Settlement Administration Costs, and (iv) the PAGA Payment to the LWDA, then the remainder of the Total Settlement Amount, or the Net Settlement Fund, will be distributed to the Participating Settlement Class Members. Relying on the Database Report, the Settlement Administrator will calculate the number of Qualifying Workweeks for each Participating Settlement Class Member of the Class. Each Participating Settlement Class Member shall be entitled to receive a pro-rata portion based upon their respective number of Qualifying Workweeks in the Class and PAGA Periods. Thus, each Class Member that does not request exclusion from the Settlement shall be entitled to a pro-rata share of the Net Settlement Fund based on the ratio of the number of Qualifying Workweeks that he or she worked to the total number of Qualifying Workweeks that all Participating Settlement Class Members worked during the Class Period.

3.3.3 Class Members will have the opportunity, should they disagree with Defendants' records regarding the number of Qualifying Workweeks as presented on the Notice, to provide documentation and/or an explanation to show contrary employment dates. Class Members must notify the Settlement Administrator of the dispute and submit documentation to support their dispute (such as, without limitation, offer letters, payroll or time keeping records, paycheck stubs) prior to the Objection/Exclusion Deadline. Moreover, an individual can only dispute his/her

number of Qualifying Workweeks if he/she does not exclude himself/herself from the Settlement Class. Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative. However, if there are no corresponding records, or the Class Member produces evidence contrary to Defendants' records, the Settlement Administrator will evaluate the evidence and will make the final decision as to the number of eligible Qualifying Workweeks that should be applied.

3.3.4 Each Participating Settlement Class Member will have one hundred eighty (180) calendar days from the date of the mailing of the individual Settlement Award check to cash the check sent to the Participating Settlement Class Member. Failure to cash the check within one hundred eighty (180) calendar days will result in the Participating Settlement Class Member forgoing all eligibility to receive any payment from the Settlement, but the Participating Settlement Class Member shall remain bound by the Settlement and the Released Claims.

3.3.5 The checks will state they are void if not cashed within 180 calendar days of mailing.

3.3.6 The Parties recognize that the individual Settlement Awards to be paid to Participating Settlement Class Members reflect in part a settlement of a dispute over claimed wages, interest, and penalties. The individual Settlement Awards to Participating Settlement Class Members shall be allocated as follows: Twenty percent (20%) of each Participating Settlement Class Member's Settlement Award shall be considered wages ("Wage Component") and eighty percent (80%) shall be considered penalties and interest (the "Non-Wage Component"). The Wage Component shall be reported on a W-2 Form and will be provided to each Participating Settlement Class Member. From each Class Member's Wage Component, the employee's portion of employment taxes shall be made, including payroll deductions for state and federal withholding taxes, and any other applicable payroll deductions, owed by the Participating Settlement Class Member as a result of the payment, resulting in a "Net Wage Component." No withholding shall be made on the Non-Wage Component of the settlement. The Non-Wage Component shall be reported on a 1099 Form and will be provided to each Participating Settlement Class Member. The Net Wage Component shall be added to the Non-

1 Wage Component resulting in each Participating Settlement Class Member's Settlement Award.

2 3.4 Class Representatives' Service Awards. Subject to Court approval and the
3 execution of the general release by the Class Representatives, the Parties agree to a payment from
4 the Total Settlement Amount to each Class Representative for the Class Representatives Service
5 Awards in an amount not to exceed ten thousand dollars (\$10,000.00) to each Class
6 Representative. The Parties agree that a decision by the Court to award the Class Representatives
7 an amount less than ten thousand dollars (\$10,000.00) each shall not be a basis for the Class
8 Representatives or Class Counsel to void this Stipulation. Defendants agree not to oppose the
9 Class Representatives' Service Awards requests if consistent with this Agreement. Defendants,
10 via the Administrator, shall issue the Class Representatives a Form 1099 for their Service
11 Awards. The Class Representatives shall be solely and legally responsible to pay their applicable
12 taxes on this payment and shall hold harmless Defendants from any claim or liability for taxes,
13 penalties, or interest owed by the Class Representatives as a result of these payments. The Service
14 Awards shall be in addition to the Class Representatives' individual Settlement Awards. If the
15 Court approves Service Awards to the Class Representatives that are less than the amount sought,
16 the remainder will be retained in the Net Settlement Fund for distribution to Participating
17 Settlement Class Members.

18 3.4.1 Class Representatives' Service Awards are for the Class Representatives' services
19 and assistance to the Class and additionally, in recognition for their willingness to provide a full
20 and separate general release individually of any and all claims against Defendants regardless of
21 whether such claims have been alleged against Defendants, including without limitation known
22 or unknown claims, whether for economic damages, non-economic damages, punitive damages,
23 restitution, tort, contract, penalties, injunctive or declaratory relief, attorney's fees, costs, or other
24 monies or remedies. This release by the Class Representatives includes all federal and state
25 statutory claims, and federal and state common law claims (including but not limited to those for
26 contract, tort, and equity), including, without limitation, the Americans with Disabilities Act,
27 Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended),
28 42 U.S.C. §1981, 42 U.S.C. § 1983, the Fair Labor Standards Act, the Employee Retirement

1 Security Income Act of 1974, the California Constitution, the California Fair Employment and
2 Housing Act, the California Unfair Competition Act (California Business and Professions Code
3 section 17200 et seq.), the California Labor Code, and claims for additional compensation
4 relating to stock options.

5 3.4.2 General Release by Class Representatives Only. In addition to the releases made
6 by the Participating Settlement Class Members set forth in 4.1 below and in consideration for the
7 Service Awards, the Class Representatives, as of the Effective Date, in their individual capacity
8 for themselves, their heirs, executors, administrators, successors and assigns and with respect to
9 their individual claims only, agree to release the Released Parties from all claims, demands,
10 rights, liabilities and causes of action of every nature and description whatsoever, known or
11 unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of
12 any state or federal statute, rule or regulation arising out of, relating to, or in connection with
13 their employment by and termination from Released Parties and any act or omission by or on the
14 part of any of the Released Parties committed or omitted prior to the Effective Date of this
15 Agreement (the "General Release"). This total release includes, but is not limited to, all claims
16 arising directly or indirectly from Class Representatives' employment with Released Parties and
17 the termination of that employment; claims or demands related to wages, bonuses, vacation pay,
18 benefits and expense reimbursements pursuant to any federal, state or local law or cause of action,
19 including, but not limited to, breach of contract, breach of the implied covenant of good faith and
20 fair dealing, infliction of emotional harm, wrongful discharge, violation of public policy,
21 defamation and impairment of economic opportunity; violation of the California Fair
22 Employment and Housing Act, the California Labor Code, the California Constitution; and any
23 claims for violation of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964,
24 the Americans With Disabilities Act of 1990 and any private attorney general action under the
25 California Business & Professions Code §17200.

26 3.4.3 The General Release includes any unknown claims that the Class Representatives
27 do not know or suspect to exist in their favor at the time of the General Release, which, if known
28 by them, might have affected their settlement with, and release of, the Released Parties or might

1 have affected their decision not to object to this Settlement or the General Release. With respect
2 to the General Release, the Class Representatives stipulate and agree that, upon the Effective
3 Date, they shall be deemed to have, and by operation of the Court's Final Approval Order, shall
4 have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
5 rights and benefits of Section 1542 of the California Civil Code, or any other similar provision
6 under federal or state law, which provides:

7 **A general release does not extend to claims that the creditor or releasing party does**
8 **not know or suspect to exist in his or her favor at the time of executing the release and that,**
9 **if known by him or her, would have materially affected his or her settlement with the debtor**
10 **or released party.**

11 3.4.4 The Class Representatives may hereafter discover facts in addition to or different
12 from those they now know or believe to be true with respect to the subject matter of the General
13 Release, but upon the Effective Date, shall be deemed to have, and by operation of the Court's
14 Final Approval Order, shall have, fully, finally, and forever settled and released any and all of
15 the claims released pursuant to the General Release whether known or unknown, suspected or
16 unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any
17 theory of law or equity now existing or coming into existence in the future, including, but not
18 limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty,
19 law or rule, without regard to the subsequent discovery or existence of such different or additional
20 facts.

21 3.4.5 Notwithstanding the above, the scope of the General Release provided to the
22 Released Parties by the Class Representatives does not include any claims for state disability
23 benefits, workers compensation benefits, or unemployment benefits, or any claims that cannot
24 be released as a matter of law.

25 3.5 Class Counsel's Fees and Costs Award. Defendants agree not to oppose or
26 impede any application or motion by Class Counsel for attorneys' fees not to exceed one-third
27 of the Total Settlement Amount (i.e., \$71,666.66) and actual litigation costs not to exceed ten
28 thousand dollars (\$10,000). The Parties agree that a decision by the Court to award Class Counsel

1 an amount less than \$71,666.66 shall not be a basis for the Class Representatives or Class Counsel
2 to void this Agreement. The aggregate attorneys' fees and costs awarded by the Court shall be
3 the "Fees and Costs Award." Class Counsel shall be solely and legally responsible to pay their
4 applicable taxes on the payment made pursuant to this Paragraph. Class Counsel further agrees
5 that Class Counsel shall be solely responsible for any allocation of the Fees and Costs Award as
6 between or among attorneys who have claims for such fees. Forms 1099 shall be provided to
7 Class Counsel for the payments made pursuant to this Paragraph. If the amount awarded to Class
8 Counsel for attorneys' fees is less than the amount sought, the remainder will be retained in the
9 Net Settlement Fund for distribution to Participating Settlement Class Members.

10 3.6 Settlement Administration Costs. The Settlement Administrator shall be paid for
11 the costs of administration of the settlement from the Settlement Fund. The costs of
12 administration for the disbursement of the Total Settlement Amount shall not exceed the amount
13 quoted (and ultimately billed), approximately \$13,000, by settlement administrator CPT Group.
14 The Settlement Administration Costs include all tasks required of the Settlement Administrator
15 by this Agreement including performing a skip trace as well as basic searches on the National
16 Change of Address Database in order to obtain the best possible address for Class Members prior
17 to mailing the Class Notice to Class Members, the issuance of the Notice, the required tax
18 reporting on the settlement amounts, the issuance of checks, including the issuing of W2 and
19 1099 forms (if any), the handling of Class Member questions and disputes, as well as calculation
20 of employee withholding taxes and the employer payroll taxes for Defendants to be remitted to
21 the tax authorities. At least fourteen (14) calendar days prior to the Final Approval Hearing, the
22 Settlement Administrator shall provide the Court and all counsel for the Parties with a statement
23 detailing the due diligence the Settlement Administrator has undertaken with regard to the
24 mailing of the Class Notice, including any attempts to obtain valid mailing addresses for and re-
25 mailing of any returned Class Notices, the final costs of administration, and reporting on the
26 number of objections and exclusions submitted by Non-Participating Class Members, as well as
27 any disputes (and explain the status of the disputes).

28 3.7 Payment to the Labor and Workforce Development Agency. Subject to Court

1 approval, Five Thousand Dollars (\$5,000.00) will be allocated to cover any and all claims for
2 civil penalties associated with the Released Claims that were, or could have been, brought in the
3 Action under PAGA; 75% of which is Seven Thousand Five Hundred Dollars (\$3,750.00) that
4 will be paid directly to the LWDA, and the remaining 25% of which is Two Thousand Five
5 Hundred Dollars (\$1,250.00), which will be retained in the Net Settlement Fund for distribution
6 to Participating Settlement Class Members as penalties. This allocation takes into account the
7 recently approved settlement of a PAGA case against Defendants asserting the same claims that
8 limits the temporal scope of the Class Representatives' PAGA claim in this Action.

9 3.8 Tax Liability. Defendants make no representations as to the tax treatment or legal
10 effect of the payments called for hereunder, and the Class Representatives are not relying on any
11 statement or representation by Defendants in this regard. The Class Representatives understand
12 and agree that Participating Settlement Class Members will be solely responsible for the payment
13 of employee taxes and penalties predicated on the payments described herein. The Class
14 Representatives shall hold harmless Released Parties from and against any claims resulting from
15 treatment of such payments as non-taxable damages, including the treatment of such payment as
16 not subject to withholding or deduction for payroll and employment taxes.

17 3.9 Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
18 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
19 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
20 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
21 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
22 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
23 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
24 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
25 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
26 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
27 (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL
28 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION

1 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED
2 UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
3 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
4 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
5 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
6 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
7 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
8 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
9 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
10 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
11 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
12 AGREEMENT.

13 **4. RELEASE BY THE CLASS MEMBERS**

14 4.1 Release as To All Participating Settlement Class Members. As of the Effective
15 Date, all Participating Settlement Class Members, including the Class Representatives, release
16 the Released Parties from the Released Claims. The Participating Settlement Class Members
17 agree not to make, participate, encourage or support any action asserting or alleging any of the
18 Released Claims against any of the Released Parties.

19 **5. PRELIMINARY APPROVAL**

20 5.1 As part of this Settlement, the Parties agree to the following procedures for
21 obtaining preliminary Superior Court approval of the Settlement, notifying Class Members,
22 obtaining final Superior Court approval of the Settlement, and processing the Settlement Awards:

23 5.1.1 Preliminary Settlement Hearing. The Class Representatives shall seek
24 preliminary approval of the Settlement before the Superior Court and to request the entry of the
25 Preliminary Approval Order. In conjunction with this hearing, the Class Representatives will
26 submit this Agreement, which sets forth the terms of this Settlement, and will include the
27 proposed Class Notice.

28 5.1.2 Order Granting Preliminary Approval of Proposed Settlement. Simultaneous with

1 the filing of the Stipulation of Settlement and solely for purposes of this Settlement, the Class
2 Representatives will request that the Court enter an order preliminarily approving the proposed
3 Settlement and setting a date for a Final Approval Hearing. The Order shall be in a form to be
4 agreed upon by the Parties prior to the hearing on the Motion for Preliminary Approval and
5 provide for Notice of the Settlement to be sent to Class Members as specified herein.

6 5.1.3 Statement of Non-Opposition: The Defendants may file a statement of non-
7 opposition to the motion for preliminary approval.

8 **6. NOTICE PROCESS**

9 6.1 Notice Process. Notice of the Settlement shall be provided to Class Members,
10 and Class Members shall submit objections to the Settlement and/or requests for exclusion from
11 the Settlement Class, using the following procedures:

12 6.1.1 The Defendants shall provide the Settlement Administrator and Class Counsel
13 with the Database Report within thirty (30) calendar days after the Preliminary Approval Order.

14 6.1.2 Within fourteen (14) calendar days of receiving the Database Report, the
15 Settlement Administrator shall mail a copy of the Notice to each Class Member via First Class
16 regular U.S. mail.

17 6.1.3 Prior to mailing, the Settlement Administrator shall check all addresses on the
18 Database Report against the National Change of Address (NCOA) database. Additionally, the
19 Settlement Administrator shall undertake reasonable address verification using Accurint, or a
20 substantially similar skip tracing to ascertain the accuracy of the last known addresses and to
21 obtain the best possible address for the Class Members before mailing the notices. To the extent
22 these processes yield an updated or better address, that updated address shall replace the last
23 known address and be treated as the new last known address for purposes of this Settlement
24 Agreement.

25 6.1.4 Procedure for Undeliverable Notices. Any Notices returned to the Settlement
26 Administrator as non-delivered shall be promptly re-sent to the forwarding address affixed
27 thereto. If no forwarding address is provided, then the Settlement Administrator shall promptly
28 attempt to determine a correct address using a single skip-trace, computer or other search using

1 the name, address and/or Social Security number of the individual involved and shall then
2 perform a single re-mailing. The deadline for Class Members who receive a re-mailed Notice to
3 object to the Class Action Settlement or request an Exclusion from the Settlement Class is ten
4 (10) calendar days from the date of re-mailing if that date is beyond the original deadline. When
5 re-mailing any Notices, the Settlement Administrator should include a brief letter stating that the
6 recipient of the Class Notice has until the original deadline set forth on the Notice or ten (10)
7 calendar days after the date of re-mailing of the Class Notice (whichever is later) to object or
8 submit a Request for Exclusion. In the event the procedures in this Paragraph are followed and
9 the intended recipient of a Notice still does not receive the Notice, the intended recipient shall be
10 a Participating Settlement Class Member and will be bound by all terms of the Settlement and
11 any Final Approval Order entered by the Superior Court if the Settlement is approved by the
12 Superior Court. If any Class Notice is returned from any mailing and/or re-mailed, the Settlement
13 Administrator will note for its own records and notify the Parties' Counsel of the date of such re-
14 mailings as part of a weekly status report provided to the Parties.

15 6.1.5 The Notice shall provide that Class Members who wish to exclude themselves
16 from the Settlement Class must submit a Request for Exclusion postmarked by the
17 Objection/Exclusion Deadline. The Objection/Exclusion Deadline is thirty (30) calendar days
18 following the initial mailing of the Notice. Any Class Member who properly requests exclusion
19 using this procedure will not receive any payment from the Settlement and will not be bound by
20 the Stipulation of Settlement or have any right to object, appeal or comment thereon. Class
21 Members who do not submit a valid and timely Request for Exclusion shall be bound by all terms
22 of the Stipulation of Settlement and any judgment entered in the Action once the Settlement is
23 approved by the Court.

24 6.1.6 Procedure for Objecting. The Notice shall provide that Class Members who wish
25 to object to the settlement must mail a written statement of objection ("Notice of Objection") to
26 the Settlement Administrator no later than the Objection/Exclusion Deadline Date. Only Class
27 Members (i.e., not Non-Participating Class Members) may submit objections and have the
28 objections heard. The postmark date of the mailing shall be deemed the exclusive means for

1 determining that a Notice of Objection is timely. The Notice of Objection must state the basis
2 for the objection. Class Members who fail to make objections in the manner specified above
3 shall be deemed to have waived any objections and shall be foreclosed from making any
4 objection (whether by appeal or otherwise) to the Settlement Agreement and/or from appealing
5 any order by the Court approving the Settlement. No later than fourteen (14) calendar days before
6 the Final Approval Hearing, the Settlement Administrator shall provide counsel for the Parties
7 with complete copies of all objections received, including the postmark dates for each objection.
8 Class Members who submit a timely Notice of Objection will have a right to appear at the Final
9 Approval Hearing in order to have their objections heard by the Court. At no time shall any of
10 the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit
11 written objections to the settlement or to appeal from any order of the Court approving the
12 settlement. Class Counsel shall not represent any Class Member with respect to any such
13 objection.

14 6.1.7 Procedure for Requesting Exclusion. The Notice shall provide that Class
15 Members who wish to exclude themselves from the Settlement Class and, in so doing, become a
16 Non-Participating Class Member, must submit a written request to be excluded from the
17 Settlement Class on or before the Objection/Exclusion Deadline Date. Such request for
18 exclusion: (1) must contain the name, address, telephone number, the last four digits of the Social
19 Security number of the person requesting exclusion, the location and years of his or her
20 employment by Defendants, signature, and contain a statement to the effect of: "I wish to be
21 excluded from the Settlement Class."; (2) must be returned by mail to the Settlement
22 Administrator at the specified address; (3) and must be postmarked on or before the
23 Objection/Exclusion Deadline Date. The date of the postmark shall be the exclusive means used
24 to determine whether a request for exclusion has been timely submitted. Any Class Member who
25 requests an exclusion from the Settlement Class will not be entitled to submit objections to the
26 Settlement, will not be entitled to any recovery under the Settlement, and will not be bound by
27 the Settlement or have any right to object, appeal or comment thereon. Class Members who fail
28 to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline

1 Date shall be Participating Settlement Class Members and shall be bound by all terms of the
2 Settlement, if the Settlement is approved by the Court. No later than fourteen (14) calendar days
3 before the Final Approval Hearing, the Settlement Administrator shall provide counsel for the
4 Parties with a complete list of all Non-Participating Class Members who have timely requested
5 exclusion from the Settlement. At no time shall any of the Parties or their counsel seek to solicit
6 or otherwise encourage Class Members to submit requests for exclusion from the Settlement
7 Class.

8 6.1.8 Claims Deemed Waived. Any Class Member who does not request exclusion as
9 set forth above is deemed to have released all Released Claims against Released Parties as set
10 forth herein.

11 **7. SETTLEMENT ADMINISTRATION**

12 7.1 The Parties agree to cooperate in the settlement administration process and to
13 make all reasonable efforts to control and minimize the costs and expenses incurred in
14 administration of the Settlement.

15 7.2 The Settlement Administrator shall be responsible for: printing and mailing the
16 Notices to the Class Members as directed by the Superior Court; receiving and reporting the
17 requests for exclusion submitted by Non-Participating Class Members; issuing and mailing
18 Settlement Awards to Class Members; remitting all amounts due to the appropriate federal, state,
19 and local tax authorities, and other tasks as the Parties mutually agree or the Superior Court orders
20 the Settlement Administrator to perform. The Settlement Administrator shall keep Defendants'
21 Counsel and Class Counsel timely apprised of the performance of all Settlement Administrator
22 responsibilities. The Settlement Administrator shall provide the Parties' Counsel with a weekly
23 report showing: (1) the number of Class Notices mailed to Class Members; (2) the number of
24 Class Notices returned as undeliverable; (3) the number of re-mailed Class Notices; (4) the
25 number of Non-Participating Class Members who have submitted Requests for Exclusion; (5)
26 the number of Class Members who have submitted objections; and (6) the number of Class
27 Members who have disputed the number of Qualifying Workweeks being credited to that Class
28 Member. Additionally, the Settlement Administrator shall provide to the Parties' Counsel any

1 updated reports regarding the administration of the Settlement as needed or requested.

2 7.3 The Settlement Administrator, on Defendants' and Class Counsel's collective
3 behalf, shall have the authority and obligation to calculate the amounts of the Settlement Awards,
4 make payments, credits and disbursements, including payments and credits in the manner set
5 forth herein, to Class Members calculated in accordance with the methodology set out in this
6 Agreement and orders of the Court.

7 7.4 No person shall have any claim against Defendants, Defendants' Counsel, the
8 Class Representatives, the Class, Class Counsel, or the Settlement Administrator based on any
9 errors or omissions in the distributions and payments that are required to be made in accordance
10 with the terms of this Agreement.

11 7.5 Any tax return filing required by this Agreement shall be made by the Settlement
12 Administrator. Any expenses incurred in connection with such filing shall be a cost of
13 administration of the Settlement.

14 **8. PROCEDURE FOR FUNDING OF SETTLEMENT**

15 8.1 Defendants shall fund the Settlement via one lump sum payment equaling the
16 Total Settlement Amount (i.e., the payment shall be \$215,000.00) plus the amount of the
17 employer's side payroll tax.

18 8.2 Within thirty (30) calendar days of the Effective Date, Defendants shall provide
19 the Settlement Administrator with the Total Settlement Amount plus the additional payment of
20 the employer's side payroll tax amount.

21 **9. PROCEDURE FOR PAYMENT OF SETTLEMENT AWARDS**

22 9.1 Distributions of funds and Settlement Payments to Participating Settlement Class
23 Members shall occur no later than fifteen (15) calendar days after the funding, as follows: 100%
24 of the Costs Award; 100% of the Service Awards; 100% of the Settlement Administration Costs;
25 100% of the portion of the PAGA Payment to be paid to the LWDA; and the remainder of the
26 funds to be distributed pro rata in the amount of 100% to the Fees Award and 100% to the
27 Settlement Payments to Participating Settlement Class Members.

28 9.2 To ensure that they receive their Settlement Payment checks for each distribution,

1 Class Members must notify the Settlement Administrator if they change their mailing address.

2 9.3 Participating Settlement Class Members shall have one hundred and eighty (180)
3 calendar days from the date each Settlement Payment check is mailed by the Settlement
4 Administrator to cash the Settlement Payment check. Class Members who fail to cash a
5 Settlement Payment check within one hundred and eighty (180) calendar days will not receive
6 the amount of the uncashed check, will not receive their pro-rata share of the subsequent
7 distributions, and the Settlement Payments that they would otherwise have been entitled to
8 receive in subsequent distributions shall be reallocated, on a pro-rata basis, to Participating
9 Settlement Class Members who cashed their Settlement Payment check from the prior
10 distribution. Participating Settlement Class Members who do not cash any or all of their
11 Settlement Payment checks, and who have not excluded themselves from the Settlement Class,
12 will nevertheless be bound by the terms of the release by Class Members, as detailed herein. For
13 good cause, the Parties are permitted to allow the late negotiation of the uncashed Settlement
14 Payment check of any Participating Settlement Class Member, subject to approval by the Court
15 in case of any disagreement between the Parties.

16 9.4 Any amounts remaining from uncashed Settlement Payment checks following the
17 second and final distribution shall be paid consistent with Code of Civil Procedure section 384
18 to San Diego Volunteer Lawyer Program.

19 9.5 Except for Non-Participating Class Members, all Class Members will become
20 eligible to receive Settlement Payments from Defendants, distributed through the Settlement
21 Administrator.

22 9.6 Should any question arise regarding the determination of eligibility for, or the
23 amounts of, any Settlement Payments under the terms of this Agreement, Class Counsel and
24 Defendants' Counsel shall meet and confer in an attempt to reach agreement. Absent evidence
25 rebutting Defendants' records, Defendants' records will be presumed determinative. However,
26 if there are no corresponding records, or the Class Member produces evidence contrary to
27 Defendants' records, the Settlement Administrator will evaluate the evidence and will make the
28 final decision as to the eligibility for, or the amounts of, any Settlement Payments under the terms

1 of this Agreement.

2 9.7 Certification by Settlement Administrator. Upon completion of administration of
3 the distributions, the Settlement Administrator shall provide written certification of such
4 completion to the Court and counsel for all Parties.

5 **10. FINAL SETTLEMENT APPROVAL HEARING**

6 10.1 Upon expiration of the Objection/Exclusion Deadline Date, with the Court's
7 permission, a Final Approval Hearing shall be conducted to determine final approval of the
8 Settlement along with the amount properly payable for (i) reasonable attorneys' fees and costs,
9 (ii) the Class Representatives' Service Awards, (iii) the PAGA Payment to the State of California
10 Labor and Workforce Development Agency; and (iv) cost of administration. The Final Approval
11 Hearing shall not be held earlier than thirty (30) calendar days after the Objection/Exclusion
12 Deadline Date. After entry of an order finally approving the settlement, the Court shall have
13 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
14 of the terms of the settlement, (ii) settlement administration matters and (iii) such other matters
15 as may be appropriate under court rules or as set forth in this Agreement.

16 **11. VOIDING THE SETTLEMENT**

17 11.1 Defendants' Option to Terminate Settlement. If the number of Class Members
18 who have submitted timely requests for exclusion from the Settlement Class exceeds ten percent
19 of the Class Members or more of the Class under this Settlement, then Defendants shall have, in
20 their sole discretion, the option to terminate this Settlement within five (5) calendar days prior to
21 Final Approval, provided the Settlement Administrator has provided Defendants the number and
22 percentage of valid and timely Requests for Exclusion. In the event that Defendants terminate
23 the agreement pursuant to this provision, then Defendants shall be solely responsible for payment
24 of all costs incurred by the Settlement Administrator through the date that Defendants notify the
25 Settlement Administrator in writing (with a copy to Class Counsel) that they are exercising this
26 Option.

27 11.2 Nullification of Settlement Agreement. In the event: (i) the Court does not enter
28 the Order specified herein; (ii) the Court does not issue an order finally approving the Settlement,

1 as provided herein, or said order does not become final as a result of the occurrence of the
2 Effective Date; (iii) Defendants or the Class Representatives elect to terminate the Settlement as
3 set forth herein; or (iv) the Settlement does not become final for any other reason, this Settlement
4 Agreement shall be null and void and any order entered by the Court in furtherance of this
5 Settlement shall be treated as void from the beginning. In such a case, the Parties shall be
6 returned to their respective statuses as of the date and time immediately prior to the execution of
7 this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had
8 not been executed, except that in the event Defendants elect to terminate the Settlement, any fees
9 already incurred by the Settlement Administrator shall be paid by Defendants and shall not be
10 repaid to Defendants. In the event appellate review is sought prior to the Effective Date,
11 administration of the Settlement shall be stayed pending final resolution of the appeal.

12 **12. NO EFFECT ON EMPLOYEE BENEFITS**

13 12.1 The Settlement Awards paid to the Class Representatives or other Participating
14 Settlement Class Members shall not have any effect on the eligibility for, or calculation of, any
15 of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Class
16 Representatives or Participating Settlement Class Members. The Parties agree that any
17 Settlement Awards to Participating Settlement Class Members under the terms of this Agreement
18 do not represent any modification of Participating Settlement Class Members' previously
19 credited hours of service or other eligibility criteria under any employee pension benefit plan or
20 employee welfare benefit plan sponsored by Defendants. Further, any Settlement Awards or
21 Service Awards hereunder shall not be considered "compensation" in any year for purposes of
22 determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee
23 welfare benefit plan, or incentive compensation plan sponsored by Defendants.

24 **13. PUBLICITY**

25 13.1 The Class Representatives and Class Counsel agree that they have not and will
26 not publish the resolution of this case. In response to any inquiries, Class Representatives and
27 Class Counsel will state that "the case was resolved and any court documents can be accessed
28 through the Court's website." Class Counsel shall not report the resolution of this case in any

1 medium or in any publication, shall not post or report anything regarding the claims of Class
2 Representatives or the Class Members or the resolution of this case on their website, and shall
3 not contact any reporters or media regarding the resolution of this case. However, Class Counsel
4 are authorized to make a limited disclosure to the Court for the purposes of obtaining the approval
5 of the settlement and may discuss the settlement with the Class Members. This disclosure is
6 limited to court filings and neither Class Representatives nor their counsel or representatives are
7 permitted to disseminate, publish, or distribute the information provided to the Court in those
8 filings outside the filings themselves and any hearing held on those filings, unless ordered
9 otherwise by the Court. In the event the Class Representatives violate this confidentiality
10 provision, Defendants may, in their sole discretion, elect to request that the Court deny the Class
11 Representatives their Service Awards set forth herein.

12 **14. EXHIBIT(S) AND HEADINGS**

13 14.1 The terms of this Agreement include the terms set forth in any attached Exhibit(s),
14 which are incorporated by this reference as though fully set forth herein. Any Exhibit(s) to this
15 Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or
16 sections of this Agreement are inserted for convenience of reference only and do not constitute a
17 part of this Agreement.

18 **15. INTERIM STAY OF PROCEEDINGS**

19 15.1 The Parties agree to hold all proceedings and deadlines in the Action, except such
20 proceedings necessary to implement and complete the Settlement, in abeyance pending the
21 Preliminary and Final Approval Hearings to be conducted by the Superior Court. Said stay shall
22 terminate if and when (1) the Court permanently denies approval (preliminary or final) of the
23 Settlement or, (2) the Court issues an Order terminating the stay.

24 **16. AMENDMENT OR MODIFICATION**

25 16.1 This Agreement may be amended or modified only by a written instrument signed
26 by counsel for all Parties or their successors-in-interest.

27 **17. ENTIRE AGREEMENT**

28 17.1 This Agreement and any attached Exhibit(s) constitute the entire agreement

1 among these Parties, and no oral or written representations, warranties or inducements have been
2 made to any Party concerning this Agreement or its Exhibit(s) other than the representations,
3 warranties and covenants contained and memorialized in such documents. Defendants shall not
4 be required as part of the Settlement to modify or eliminate any of their personnel, compensation
5 or payroll practices, or adopt any new personnel, compensation or payroll practices.

6 **18. AUTHORIZATION TO ENTER INTO SETTLEMENT AGREEMENT**

7 18.1 Counsel for all Parties warrant and represent they are expressly authorized by the
8 Parties whom they represent to negotiate this Agreement and to take all appropriate action
9 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
10 terms, and to execute any other documents required to effectuate the terms of this Agreement.
11 The Parties and their counsel will cooperate with each other and use their best efforts to effect
12 the implementation of the Settlement. In the event the Parties are unable to reach agreement on
13 the form or content of any document needed to implement the Settlement, or on any supplemental
14 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
15 seek the assistance of the Superior Court to resolve such disagreement. The persons signing this
16 Agreement on behalf of Defendants represent and warrant that they are authorized to sign this
17 Agreement on behalf of Defendants.

18 **19. BINDING ON SUCCESSORS AND ASSIGNS**

19 19.1 This Agreement shall be binding upon, and inure to the benefit of, the successors
20 or assigns of the Parties hereto, as previously defined.

21 **20. CALIFORNIA LAW GOVERNS**

22 20.1 All terms of this Agreement and the Exhibit(s) hereto shall be governed by and
23 interpreted according to the laws of the State of California.

24 **21. COUNTERPARTS**

25 21.1 This Agreement may be executed in one or more counterparts. All executed
26 counterparts and each of them shall be deemed to be one and the same instrument provided that
27 counsel for the Parties to this Agreement shall exchange among themselves original signed
28 counterparts.

1 **22. THIS SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

2 22.1 The Parties believe this Settlement is a fair, adequate and reasonable settlement
3 of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking
4 into account all relevant factors, present and potential.

5 **23. JURISDICTION OF THE COURT**

6 23.1 The Court shall retain jurisdiction with respect to the interpretation,
7 implementation and enforcement of the terms of this Agreement and all orders entered in
8 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the
9 Court for purposes of interpreting, implementing and enforcing the settlement embodied in this
10 Agreement and all orders entered in connection therewith.

11 **24. COOPERATION AND DRAFTING**

12 24.1 Each of the Parties has cooperated in the drafting and preparation of this
13 Agreement. Hence, in any construction made to this Agreement, the same shall not be construed
14 against any of the Parties. The Parties agree to take all necessary measures to effectuate this
15 Agreement according to its terms and scope.

16 **25. INVALIDITY OF ANY PROVISION**

17 25.1 Before declaring any provision of this Agreement invalid, the Court shall first
18 attempt to construe the provisions valid to the fullest extent possibly consistent with applicable
19 precedents so as to define all provisions of this Agreement valid and enforceable.

20 **26. CLASS REPRESENTATIVES' WAIVER OF RIGHT TO BE EXCLUDED AND**
21 **OBJECT**

22 26.1 The Class Representatives agree to sign this Agreement and by signing this
23 Agreement are bound by the terms herein stated and further agree not to request to be excluded
24 from the Settlement Class and agree not to object to any of the terms of this Agreement. Non-
25 compliance by the Class Representatives with this Paragraph shall be void and of no force or
26 effect. Any such requests for exclusion or objections shall therefore be void and of no force or
27 effect.
28

27. FAX/ELECTRONIC SIGNATURES

27.1 A fax or electronic signature, such as DocuSign, on this Agreement shall be as valid as an original signature.

DATE: _____

Plaintiff
Anthony Alviz

DATE: _____

Plaintiff
Tami Winslett

DATE: 12/14/2021

Defendant
~~LHM Corp TSD dba Larry H. Miller Toyota~~
Lemon Grove

By: _____

Its: GENERAL MANAGER

DATE: 12/13/21

Defendant
LHM Corp CTO dba LHM Toyota of Corona

By: _____

Its: GENERAL MANAGER

DATE: 12/14/21

Defendant
LHM Corp NSB dba LHM Nissan of San Bernardino

By: Dean Fitzpatrick

Its: President

1 DATE: 12/14/21

x 

Defendant
LHM Corp Corona NI dba LHM Nissan of
Corona

By: Dean Fitzpatrick

Its: President

2
3
4
5
6 **APPROVED AS TO FORM:**

7
8 DATE: December 14, 2021

FISHER & PHILLIPS LLP

9
10 By: 

11 Megan C. Winter
12 Adam F. Sloustcher
13 Phillip G. Simpler
14 Attorneys for LHM Corp TSD dba Larry H. Miller
Toyota Lemon Grove, LHM Corp CTO dba LHM
Toyota of Corona, LHM Corp NSB dba LHM
Nissan of San Bernardino, and LHM Corp Corona
NI dba LHM Nissan of Corona

15 DATE: September __, 2021

BLANCHARD KRASNER & FRENCH APC

16
17 By: _____
18 David Hawkes
19 Co-Counsel for Plaintiffs Anthony Alviz and
20 Tami Winslett

21 DATE: September __, 2021

MATCHA LAW

22 By: _____
23 Stephen Matcha
24 Co-Counsel for Plaintiffs Anthony Alviz and
25 Tami Winslett
26
27
28

27. FAX/ELECTRONIC SIGNATURES

27.1 A fax or electronic signature, such as DocuSign, on this Agreement shall be as valid as an original signature.

DATE: 12 / 13 / 2021



Plaintiff
Anthony Alviz

DATE: 12 / 13 / 2021



Plaintiff
Tami Winslett

DATE: _____

Defendant
LHM Corp TSD dba Larry H. Miller Toyota
Lemon Grove

By: _____

Its: _____

DATE: _____

Defendant
LHM Corp CTO dba LHM Toyota of Corona

By: _____

Its: _____

DATE: _____

Defendant
LHM Corp NSB dba LHM Nissan of San
Bernardino

By: _____

Its: _____

1 DATE: _____

Defendant
LHM Corp Corona NI dba LHM Nissan of
Corona

By: _____

Its:

6 **APPROVED AS TO FORM:**

8 DATE: December ___, 2021

FISHER & PHILLIPS LLP

By: _____

Megan C. Winter
Adam F. Sloustcher
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Attorneys for LHM Corp TSD dba Larry H. Miller
Toyota Lemon Grove, LHM Corp CTO dba LHM
Toyota of Corona, LHM Corp NSB dba LHM
Nissan of San Bernardino, and LHM Corp Corona
NI dba LHM Nissan of Corona

15 DATE: December 13, 2021

BLANCHARD KRASNER & FRENCH APC

By: David Hawkes

David Hawkes
Co-Counsel for Plaintiffs Anthony Alviz and
Tami Winslett

19 DATE: December 13, 2021

MATCHA LAW

By: 

Stephen Matcha
Co-Counsel for Plaintiffs Anthony Alviz and
Tami Winslett

EXHIBIT “A”

Notice of Proposed Class Action and Private Attorneys General Act Settlement

*Antonio Alviz and Tami Winslett v. LHM Corp TSD d/b/a Larry H. Miller Toyota Lemon Grove;
LHM Corp CTO d/b/a LHM Toyota Of Corona; LHM Corp NSB d/b/a LHM Nissan Of San
Bernardino; LHM Corp Corona N1 d/b/a LHM Nissan Of Corona*
Superior Court of the State of California, County of San Diego
Case No.: 37-2020-00027584-CU-OE-CTL

THIS IS A COURT-AUTHORIZED NOTICE.

PLEASE READ THIS NOTICE CAREFULLY.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED
SETTLEMENT.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.
*This is not a lawsuit against you and you are **not** being sued.
This is not a solicitation from a lawyer.*

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because Defendants' records indicate you were employed by a Defendant in California at some point between August 6, 2016 through the present as a non-exempt employee and, therefore, are a Class Member in this class action lawsuit. As a Class Member, the Court has ordered that this notice be sent to you to: (1) inform you of the settlement of this class action lawsuit; (2) inform you of your legal rights under the Settlement; and (3) advise you of how you can participate, exclude yourself, or object to the Settlement.

2. What is this lawsuit about?

The lawsuit alleges the following claims against Defendants: (1) Failure to Pay All Compensation Owed at Separation; (2) Failure to Pay All Wages Earned; (3) Failure to Provide Accurate Itemized Wage Statements; (4) Failure to Provide or Compensate for Missed, Late or On Duty Meal Periods; (5) Failure to Provide or Compensate for Missed, Late or On Duty Rest Periods; (6) Failure to Pay Overtime Compensation; (7) Violation of Business and Professions Code Section 17200 *et. seq.*; and (8) Enforcement of Labor Code § 2968 *et seq.* (PAGA).

Defendants deny they did anything wrong and contend that they timely and properly paid all wages owed; provided all required meal and rest periods; properly issued accurate, itemized wage statements, as required by law; provided all reimbursements for business expenses, and did not engage in any unfair competition or violations of PAGA. Defendants contend that none of the claims alleged by Plaintiffs will succeed in Court.

3. What is a class action?

In a class action lawsuit, a person called a Class Representative sues on behalf of people

who have similar claims. The people with similar claims are called Class Members and together they make up the Class. In a class action, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class. A Class Member is bound by the determination or judgment entered in the case, whether the Class wins or loses, and may not file their own lawsuit on the same claims that were decided in the class action, unless the class member excludes themselves from the Class. Here, the Court preliminarily approved the Settlement and appointed Plaintiffs Antonio Alviz and Tami Winslett as the Class Representatives.

4. Why is there a settlement?

The Court did not hold a trial to decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement that they believe is fair, reasonable, and adequate under the circumstances. Plaintiff thinks their claims have merit and that they would have been successful at trial. On the other hand, Defendants deny all liability and believe that Plaintiffs would not have won anything at trial. In agreeing to settle this lawsuit, both sides avoided the significant costs of a trial and Class Members will receive compensation without any determination of wrongdoing by Defendants.

WHO IS INCLUDED IN THE SETTLEMENT?

To receive a portion of the Settlement, you must be a Class Member.

5. How do I know if I am a Class Member?

You are a Class Member if you were employed by any Defendant in California at some point between August 6, 2016 through the present as a non-exempt employee (including overtime exempt).

THE LAWYERS REPRESENTING YOU

6. Do I have a lawyer in this case?

The Court appointed Blanchard, Krasner & French, and Matcha Law to serve as Class Counsel and represent you and other Class Members. Class Counsel may be reached at:

David C. Hawkes, Esq.
800 Silverado St., 2nd Floor
La Jolla, CA 92037
dhawkes@bkflaw.com
Steve Matcha, Esq.
13223 Black Mountain Rd., #233
San Diego, CA 92129-2699
steve@matchalaw.com

You will not be charged for their services. Instead, Class Counsel will request to be compensated directly from the Settlement, as discussed below. If you want to be represented by

your own lawyer, you may hire one at your own expense.

7. How will Class Counsel be paid?

Class Counsel undertook this case on a contingency basis, that is, without receiving any payment up front. Now, having successfully resolved this action on behalf of the Class, Class Counsel will ask the Court to approve payment by Defendants of \$71,667.00 for attorneys' fees and up to \$3,500 in litigation costs. The fees will pay Class Counsel for litigating the case and negotiating the Settlement, but the Court may award less than these amounts. Defendants have agreed not to oppose Class Counsel's request for these fees and costs.

WHAT ARE THE TERMS OF THE SETTLEMENT?

8. What does the Settlement provide?

Defendants have agreed to pay a total amount of \$215,000, in addition to any employer-side payroll taxes due, (the "Total Settlement Amount") to settle this lawsuit. Before any payments will be made to Class Members, however, the following deductions will be made from the Total Settlement Amount:

- Settlement Administration Costs: For its work administering the Settlement, [REDACTED] will charge an amount not to exceed \$12,000.
- Class Representative's Service Awards: For their effort prosecuting this action and for acting as the representatives on behalf of the Class, Antonio Alviz and Tami Winslett will each request a Class Representative Service Award in an amount not to exceed \$10,000.
- Attorneys' Fees and Expenses: Class Counsel will request a payment from Defendants of \$71,667.00 in attorneys' fees and reimbursement of actual litigation costs, not to exceed \$3,500.00. Class Members are not personally responsible for paying Class Counsel's attorneys' fees or costs.
- PAGA Payment: \$5,000 will be paid to the Labor and Workforce Development Agency ("LWDA") for civil penalties under PAGA.

9. How will my payment be calculated?

After deducting the items listed in Section 8 from the Total Settlement Amount, the amount remaining is the "Net Settlement Fund," the full amount of which will be allocated to Class Members who do not request exclusion. Your share of the Net Settlement Fund will depend on the number of weeks that you worked for any Defendant in California as a Class Member from August 6, 2016 through the <<[REDACTED]>> (the "Class Period"). Here's how it works:

Each member of the Class will receive a pro-rata portion based on the ratio of the number of workweeks that each Participating Settlement Class Member worked during the Class Period

compared to the total number of workweeks that all Participating Settlement Class Members worked during the Class Period. Workweeks include any weeks during which employees were classified as non-exempt (including overtime exempt).

10. How much will I receive?

Defendants' records show that you worked a total of [est. amount] workweeks as a Class Member in California during the Class Period, which means you will receive an amount currently estimated to be: \$[est. amount], less applicable taxes and payroll deductions. (You may have worked for a Defendant prior to the Class Period, but that time is not included for purposes of this settlement.)

If you believe in good faith that the number of workweeks listed above is incorrect, you must contact the Settlement Administrator and provide documentation that you believe demonstrates that those calculations are incorrect and authorize the Settlement Administrator to review your records and related documents. The number of workweeks stated herein is presumed to be correct unless the documents you submit (such as wage statements and paystubs) substantiate that the calculations provided are incorrect. Any such dispute must be mailed to the Settlement Administrator, postmarked by [insert] at the designated address for the Settlement Administrator.

If you do not provide any documents or other evidence to support your challenge, the Settlement Administrator may reject your challenge.

11. How do I receive my payment?

To receive your payment, ***you do not have to do anything***. Once the Settlement receives final approval by the Court, the Settlement Administrator will automatically send you your Settlement Award checks to the mailing address in this letter as long as you do not request to be excluded from the Settlement. Please make sure that the Settlement Administrator has your correct mailing address.

12. When do I get my payment?

The Court will hold a hearing on <<[DATE OF FINAL APPROVAL HEARING]>> to decide whether to approve the Settlement. To check on the progress of the Settlement, you may call the Settlement Administrator at <<[Settlement Administrator Number]>>. If the Court approves the Settlement, you will receive your payment following the hearing.

Once the Settlement Administrator mails you your Settlement Award check, you must cash your check within 180 days from the date the check is mailed. If you do not cash your check within 180 days, you will forfeit the amount of that check.

13. Are there tax consequences if I receive my payment?

The payments you receive based on the number of workweeks you worked will be allocated: 20% to wages and 80% to interest and penalties. The portion of your payments representing wages will be subject to regular tax withholding and will be reported on an IRS Form W-2. The Settlement Administrator will send all related employment tax withholdings to

the proper state and federal taxing authorities. The portion of your payment representing interest and penalties will be reported on a Form 1099, with the required copies of the Form 1099 provided to the proper taxing authorities. You are ***strongly encouraged*** to consult with your tax advisor concerning the tax consequences of the payments that you receive under the Settlement.

14. What am I giving Defendants to get a payment or stay in the Class?

Unless you exclude yourself from the Class, you will remain a Class Member, which means you will not be able to sue or be part of any other lawsuit against Defendants about the legal issues in *this* case. It also means that you will agree to the “Release” set forth below:

RELEASE

Upon the date Defendants fund the Settlement, I fully and finally release and discharge Defendants LHM Corp TSD d/b/a Larry H. Miller Toyota Lemon Grove; LHM Corp CTO d/b/a LHM Toyota Of Corona; LHM Corp NSB d/b/a LHM Nissan Of San Bernardino; LHM Corp Corona N1 d/b/a LHM Nissan Of Corona and their former, present and future owners, parents, subsidiaries, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, attorneys, and legal representatives (collectively, the “Released Parties”), from any and all claims, rights, demands, liabilities and causes of action of any nature or description, including any such claims, whether known or unknown, that were litigated in the Action against Defendants or could have been litigated based on the facts and circumstances alleged in the entire Action against Defendants, arising under the Complaint and First Amended Complaint filed in the San Diego Superior Court including, but not limited to, all claims under the California Labor Code, Wage Orders and related orders of the California Industrial Welfare Commission and Business and Professions Code section 17200, *et seq* (the “Released Claims”) alleged in the Action or which could have been alleged based on the facts alleged in the Action. The claims released under this paragraph shall include, but not necessarily be limited to, claims for: meal period violations and failure to pay compensation in lieu thereof; rest break violations and failure to pay compensation in lieu thereof; failure to pay minimum wages, regular wages, overtime and double time wages; all theories related to unpaid wages (including but not limited to off-the-clock work, time shaving, time rounding, on-call time, working through meal periods, regular rate claims, on-duty meal period violations, or any other claims giving rise to minimum and/or overtime violations); unpaid meal period penalties; unpaid rest period penalties; wage statement violations; failure to pay wages upon separation from employment; waiting time penalties; any penalties or wages owed, derivative violations of the Unfair Competition Law, derivative California Private Attorneys General Act, the Labor Code, Labor Code section 2699, *et seq.*, as well as any damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys’ fees or costs resulting therefrom.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail to the Settlement

Administrator with a sentence stating: “I wish to be excluded from the case entitled: *Antonio Alviz and Tami Winslett v. LHM Corp TSD d/b/a Larry H. Miller Toyota Lemon Grove; LHM Corp CTO d/b/a LHM Toyota Of Corona; LHM Corp NSB d/b/a LHM Nissan Of San Bernardino; LHM Corp Corona N1 d/b/a LHM Nissan Of Corona*, Superior Court of the State of California, County of San Diego Case No.: 37-2020-00027584-CU-OE-CTL.” You must also include your full name (and former names, if any), address, telephone number, last four digits of your social security number, your signature. You must mail your exclusion request no later than <<30 days from mailing>> to the Settlement Administrator at the following address:

Antonio Alviz and Tami Winslett v. LHM Corp TSD d/b/a Larry H. Miller Toyota Lemon Grove et. al. Settlement Administrator

c/o <<TPA>>
<<address>>

If you ask to be excluded, you will not receive any money from the Settlement and you cannot object to the Settlement. Class Counsel will not represent your interests in this lawsuit if you request to be excluded.

16. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, **you will not receive any money from this Settlement**. If you exclude yourself from the Settlement, you keep the right to sue Defendants on your own and at your own expense.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I don’t like the Settlement?

If you are a Class Member and you wish to object to the Settlement, you may send a written objection to the Settlement with the Settlement Administrator no later than <<30 days from mailing>> and/or object at the time of the Final Approval Hearing. Your objection cannot ask the Court to order a larger Settlement; the Court can only approve or deny the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you choose to object to the Settlement, you may enter an appearance at the Final Approval Hearing *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

Make sure that your objection includes your full name (and former names, if any), address, telephone number, the last four digits of your social security number, the case name and number, your signature, the factual basis for the objection with any supporting legal arguments, documents or evidence to the extent intended to be submitted to the Court, and, if you are represented by counsel, the name, phone number, mailing address, and email address of such counsel. You must mail any written objection to the Settlement Administrator no later than <<30 days from mailing>>. The Settlement Administrator’s address is: [address]

Antonio Alviz and Tami Winslett v. LHM Corp TSD d/b/a Larry H. Miller Toyota Lemon Grove et. al. Settlement Administrator

c/o <<TPA>>
<<address>>

THE COURT'S FAIRNESS HEARING

18. When will the court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at <<time>> a.m. on <<date>>, at San Diego County Superior Court, 330 West Broadway, San Diego, CA 92101, in Department 70. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval of the Settlement.

19. Do I have to come to the hearing?

No, you do not have to attend the hearing, but you are welcome to come at your own expense. If you file an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you are a member of the Class and you do nothing, you will receive payment for your portion of the settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants involving the legal issues in this case for the time period covered by this case, ever again.

GETTING MORE INFORMATION

21. How can I get more details about the Settlement?

For more information about the Settlement, you may contact the Settlement Administrator, Class Counsel listed in Section 6 (Page 2, above), or you may go to the Court Clerk's office, located at 330 West Broadway, San Diego, CA 92101, during regular business hours and view the Court file *Antonio Alviz and Tami Winslett v. LHM Corp TSD d/b/a Larry H. Miller Toyota Lemon Grove; LHM Corp CTO d/b/a LHM Toyota Of Corona; LHM Corp NSB d/b/a LHM Nissan Of San Bernardino; LHM Corp Corona N1 d/b/a LHM Nissan Of Corona*, Superior Court of the State of California, County of San Diego Case No.: 37-2020-00027584-CU-OE-CTL, or access the case file on-line through the Court's website at: <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT, THE JUDGE, OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.