PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND LIMITED RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Agreement") is made by and between Cristian Ramirez ("Plaintiff"), on behalf of himself, on behalf of the PAGA Employees (as defined below), and as a proxy/agent for the California Labor Workforce Development Agency ("LWDA"), and Defendants Tuttle-Click Ford, Inc., Tuttle-Click, Inc., Tuttle-Click Tustin, Inc. Tuttle-Click's Capistrano Ford, Inc., and TCAG, Inc. ("Defendants"), to resolve the Action and Released Claims, subject to the terms and conditions hereof and the approval of the Court. Plaintiff and Defendants are collectively referred to herein as the "Parties" and each may be individually referred to as a "Party."

I. REPRESENTATIONS AND DEFINITIONS

1. "Action" means and refers to the civil action filed in the Superior Court of the State of California for the County of Orange, entitled *Cristian Ramirez v. Tuttle-Click Ford, Inc., et al.*, Case No. 30-2021-01238846-CU-OE-CXC, filed on December 30, 2021.

2. "Agreement" or "Settlement" means the arm's-length settlement agreement reached between the Parties as set forth in this Private Attorneys General Act Settlement Agreement and Release, and the terms, conditions and requirements set forth herein, including any attached exhibits.

3. "Counsel for Defendant" means and refers to Debra Ellwood Meppen, Peter Choi, and Matthew Theriault of Gordon Rees Scully Manuskhani, LLP.

4. "Court" means and refers to the Superior Court of California for the County of Orange. Court shall also mean any other Court that acquires proper jurisdiction of this Action.

5. "Defendants" means and refers to Tuttle-Click Ford, Inc., Tuttle-Click, Inc., Tuttle-Click Tustin, Inc. Tuttle-Click's Capistrano Ford, Inc., and TCAG, Inc.

6. "Effective Date" means and refers to the date the Court approves the Settlement and the Settlement is not appealed or materially modified by the Court upon entry of the final judgment. A material modification does not include any reduction in attorneys' fees.

7. "LWDA" means and refers to the California Labor and Workforce Development Agency.

8. “Operative Complaint” means and refers to: the First Amended Complaint, filed on March 17, 2022, in the Action.

9. “PAGA” means and refers to the Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq*.

10. “PAGA Employees” or singularly “PAGA Employee” means and refers to all individuals who are or were employed as hourly and/or non-exempt employees by Defendant Tuttle-Click Ford, Inc. in California for one or more pay periods during the PAGA Period.

11. “PAGA Notice” means and refers to notice(s) sent by or on behalf of Plaintiff to the LWDA, Case No. LWDA-CM-860374-21, including notice dated December 30, 2021.

12. “PAGA Period” means the time period from December 30, 2020 until October 16, 2023.

13. “Parties” means and refers to, collectively, Plaintiff and Defendants, and “Party” means and refers to Parties individually.

14. “Pay Periods” means and refers to the total number of pay periods that each PAGA Employee worked as a non-exempt employee for Defendant during the PAGA Period.

15. “Plaintiff” means Christian Ramirez.

16. “Plaintiff’s Counsel” means and refers to Samuel Wong, Kashif Haque, Jessica L. Campbell, and Fawn F. Bekam of AEGIS LAW FIRM, PC.

17. “Released Claims” means and refers to all PAGA claims on behalf of Plaintiff, the LWDA, and PAGA Employees that are alleged in the Action and/or PAGA Notice, or could have been alleged in the Action, including violations predicated upon California Labor Code §§ 201, 202, 203, 204, 210, , 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802.

18. “Released Parties” means and refers to Defendants.

19. “Settlement Administrator” means and refers to Phoenix Settlement Administrators.

II. NATURE OF ACTION

1. On or about December 30, 2021, Plaintiff Ramirez sent a letter to the LWDA and Defendants giving notice of his intent to pursue a representative action pursuant to the PAGA, on behalf of himself and the State of California, as well as on behalf of a proposed group of aggrieved employees. The letter is referred to as "PAGA Notice."

2. On December 30, 2021, Plaintiff filed his Complaint as a class action lawsuit, alleging that, Defendants failed to: pay minimum wages, pay overtime wages, provide meal periods, permit rest breaks, reimburse all business expenses, provide accurate itemized wage statements, timely pay all wages during employment and upon separation of employment as applied to non-exempt employees employed by Defendant in California. On March 17, 2022, Plaintiff filed the First Amended Complaint to add a cause of action under PAGA.

3. On May 25, 2022, Defendants filed a Motion to Compel Arbitration. On August 22, 2022, Plaintiff requested dismissal of his individual and class claims without prejudice. On September 6, 2022, the Court granted Plaintiff's request for dismissal, leaving only Plaintiff's PAGA claim remaining. On September 16, 2022, the Court entered an order granting Defendants' motion to compel Plaintiff to arbitrate his individual PAGA claim and stayed the representative portion of the PAGA claim pending arbitration.

4. The parties engaged in significant investigation and exchange of data and documents, as well as private mediation that took place on October 16, 2023 with mediator Gig Kyriacou, Esq., and with the benefit of the mediator's evaluation, the Parties reached the Settlement described herein.

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

6. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable, adequate, and is in the best interests of Plaintiff, PAGA Employees, the State of California, and Defendants in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, Plaintiff's Counsel believes that the settlement amount entered into is in the best interests of the PAGA

Employees and the Statement of California, and fair, reasonable, and adequate given the inherent risk of litigation.

III. TERMS OF SETTLEMENT

1. In consideration of the mutual covenants, promises and representations set forth in this Agreement, Plaintiff, on behalf of himself, the State of California, and all PAGA Employees, and Defendants agree to settle and compromise the Action and the Released Claims.

2. The Gross Settlement Amount. As consideration for the settlement described herein and the release provided herein, Defendants agree to pay the all inclusive total amount of One Hundred Sixty-Five Thousand Dollars and zero cents ($165,000.00) ("Gross Settlement Amount"). Defendants shall fund the Gross Settlement Amount as set forth herein. The Gross Settlement Amount will include payments as follows, which Plaintiff will seek approval of from the Court, in conformity with this Agreement:

   a. Payment to the Settlement Administrator in the amount of up to Eight Thousand Five Hundred Dollars and zero cents ($8,500.00) ("Settlement Administration Costs");

   b. Payment of Attorneys' Fees and Costs to Plaintiff's Counsel, as set forth herein; and

   c. The PAGA Penalties to be paid to the LWDA and PAGA Employees, as set forth herein.

3. Plaintiff's Individual Settlement. Plaintiff and Defendants will enter into a separate settlement of Plaintiff's individual claims. The individual settlement will be contingent upon approval of the PAGA Settlement.

4. Pro Rata Increase. Defendants estimated the number of pay periods between December 30, 2020 and October 16, 2023 to be 7,600. If the number of pay periods in the PAGA Period exceeds 7,600 by more than 10% (or 8,360 pay periods), then Defendants, in their sole discretion, will either increase the Gross Settlement Amount by the same percentage as the number of pay periods over 7,600 or shorten the ending date of the Covered Period such that this escalator clause remains untriggered.

5. Allocation and Calculation of the PAGA Penalties. The amount available for distribution to the LWDA and PAGA Employees ("PAGA Penalties") is the Gross Settlement Amount less the Court-approved Attorneys' Fees and Costs to Plaintiff's Counsel and the Settlement Administration Costs to the Settlement Administrator. Seventy Five Percent (75%) of the PAGA Penalties will be paid to the LWDA ("LWDA Payment"), and Twenty Five Percent (25%) of the PAGA Penalties will be paid to the PAGA Employees ("Employee Amount"), as required by California Labor Code § 2699(i).

6. Allocation and Calculation of the Individual Settlement Payments. Each PAGA Employee will receive a *pro rata* portion of the Employee Amount, determined based on the pay periods that he or she worked for Defendant Tuttle Click Fod, Inc. in the State of California during the PAGA Period, to be calculated as follows: the Employee Amount will be divided by the total number of Pay Periods of all PAGA Employees to yield the "Per Pay Period Amount," and then each PAGA Employee's individual number of Pay Periods will be multiplied by the Per Pay Period Amount to yield his or her "Individual Settlement Payment." Individual Settlement Payments shall be paid to PAGA Employees by way of a single check to each PAGA Employee ("Individual Settlement Check").

7. Tax Treatment of Individual Settlement Payments to PAGA Employees. The Parties agree that Individual Settlement Payments sent to PAGA Employees will be characterized One Hundred Percent (100%) as penalties and Form 1099s will be issued. Nothing in this Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff and PAGA Employees shall be deemed to acknowledge that they have not obtained any tax advice from Defendants, Counsel for Defendants, or Plaintiff's Counsel, and that neither Defendants, Counsel for Defendants, nor Plaintiff's Counsel have made any representation concerning the tax consequences, if any, of any payments made pursuant to this Agreement. To the extent that this Agreement or its attachment(s) are interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

8. Plaintiff's Counsel's Attorneys' Fees and Costs. As part of the request for approval of this Settlement, Plaintiff will request that the Court award the following to Plaintiff's Counsel: up to one-third (1/3) of the Gross Settlement Amount, or Fifty-Five Thousand Dollars and zero cents ($55,000.00), for attorneys' fees and of up to Twelve Thousand Five Hundred Three Dollars and zero cents ($12,500.00) for reimbursement of actual costs and expenses of litigating the Action (together, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs shall be paid from the

Gross Settlement Amount, subject to approval by the Court. Should Plaintiff's Counsel request a lesser amount for attorneys' fees and costs and/or the Court approve a lesser amount, the difference shall be a part of the PAGA Penalties to be distributed to the LWDA and PAGA Employees as described above. Payment of Attorneys' Fees and Costs will be reflected in a Form 1099 to Plaintiff's Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

9. No Effect on Employee Benefits. The payments made to Plaintiff and other PAGA Employees pursuant to this Agreement are not intended to count as earnings by Plaintiff or the PAGA Employees, and will not entitle Plaintiff or the PAGA Employees to any additional compensation and/or benefits under any retirement, benefit, bonus, incentive, pension, welfare, and/or any other plan of or sponsored by Defendant. Defendant shall not make as part of this Agreement, nor be required to make, any deductions, nor pay any monthly contributions for any insurance, retirement, bonuses, 403(b), or profit sharing plans related to monies paid as a result of this Agreement. The Individual Settlement Payments paid to PAGA Employees shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g. bonuses, vacation, holiday pay, retirement plans, etc.) of PAGA Employees. The Parties agree that any Individual Settlement Payments paid to PAGA Employees under the terms of this Agreement do not represent any modification of PAGA Employees' previously credited hours of service or other eligibility criteria under an employee benefit plan sponsored by Defendant. Further, any Individual Settlement Payments are penalties and thus shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, and employee benefit plan or bonus plan sponsored by Defendant.

IV. RELEASE OF CLAIMS

1. Release by PAGA Employees and LWDA. Upon the Effective Date, the PAGA Employees, the LWDA, and any other represetantive, proxy, or agent thereof, will be deemed to have fully released and discharged the Released Parties from the Released Claims and from any and all claims that were alleged or could have been alleged in the Operative Complaint and/or PAGA Notice.

2. It is understood and agreed that this Agreement neither releases the Released Parties from liability, if any, to PAGA Employees for violations of any predicate statutes other than PAGA, nor effects a waiver of claims by PAGA Employees against the Released Parties for the same.

3. Release by Plaintiff: As a precondition of this Settlement, Plaintiff has executed a general release of all claims in favor of Defendants.

V. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

1. Settlement Approval by Court. The Parties recognize that Court approval is required in the event of any settlement of a PAGA action, in accordance with California Labor Code § 2699(l)(2), and that a judgment with respect to the PAGA action is binding with respect to non-party aggrieved employees upon Court approval, pursuant to California Labor Code § 2699(l) and *Arias v. Superior Ct.* (2009) 46 Cal.4th 969. The Parties further recognize that a settlement of a PAGA action is not subject to class action procedural rules, and that PAGA Employees do not have the right to opt-out of or otherwise exclude themselves from the Settlement, or object to the Settlement, and upon approval of the Settlement by the Court and funding of the Settlement, all PAGA Employees will have released the Released Parties of and for the Released Claims and PAGA Employees will be entitled to receive payment, in conformity with the Settlement. In order to comply with the requirements of California Labor Code § 2699, promptly upon execution of this Agreement, Plaintiff's Counsel shall prepare, file and serve a motion requesting that the Court approve the Settlement, including and not limited to the PAGA Penalties, Attorneys' Fees and Costs, and Settlement Administration Costs, and apply to the Court for the entry of an order approving the Settlement and all of the requested payments and entering judgment ("Approval Order and Judgment"). The motion shall advocate that the penalties are fair, adequate, and reasonable, which will draw no opposition from Defendant or Defense Counsel. Before Plaintiff applies to the Court for approval of the Settlement, Plaintiff's Counsel shall submit the Agreement to the LWDA in conformity with California Labor Code § 2699(l)(2).

2. With Plaintiff's motion for approval of Settlement, Plaintiff shall submit a proposed Approval Order and Judgment which shall seek approval of this Settlement and the terms herein. Upon entry of the Approval Order and Judgment by the Court, Plaintiff's Counsel shall submit the Approval Order and Judgment to the LWDA in conformity with California Labor Code § 2699(l)(2).

VI. ADMINISTRATION OF THE SETTLEMENT

1. PAGA Employee List. Defendants shall compile a list containing the following information regarding each of the PAGA Employees: (1) full name; (2) last known mailing address; (3) Social Security number; and (4) the total number of pay periods worked during the

PAGA Period ("PAGA Employee List"). The PAGA Employee List will be provided to the Settlement Administrator within ten (10) calendar days after the Court has signed and entered the Approval Order and Judgment. This information shall be treated as and remain confidential and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendants, the individual in question, or by order of the Court.

2. Funding of Settlement. Defendants shall fund the Gross Settlement Amount by way of check or electronic transfer to the account to be established by the Settlement Administrator for purposes of administration of the Settlement ("Settlement Administration Account") within thirty (30) calendar days of the Effective Date.

3. Payments to LWDA, Plaintiff's Counsel, Plaintiff, and Settlement Administrator. Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount, the Settlement Administrator shall pay the Court-approved LWDA Payment to the LWDA, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement Administration Costs to itself.

4. Employee Notices and Payments to PAGA Employees. Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount, the Settlement Administrator shall mail via U.S. First Class mail to each PAGA Employee his or her Individual Settlement Check at the last known address in the PAGA Employee List or a more updated address from the National Change of Address Database. A notice letter explaining why the check is being sent ("Employee Notice"), in a mutually-agreed upon form that has been approved by the Court, in substantially the form that is attached hereto as "**Exhibit A**," will be included in the mailing of each PAGA Employee's Individual Settlement Check. Together, an Individual Settlement Check that is mailed to a PAGA Employee with the Employee Notice is referred to as a "Payment Packet." Prior to mailing the Payment Packets, the Settlement Administrator shall check the addresses provided using the National Change of Address database. Should any of the Employee Notices be returned as undeliverable, the Settlement Administrator will have ten (10) calendar days after it receives the returned undeliverable mail to search for a more current address for the PAGA Employee (via a skip trace or other reasonable method) and to re-mail Employee Notices to the traced address.

5. Within twenty (20) calendar days of distributing the Gross Settlement Fund, the Settlement Administrator shall provide to Plaintiff's and Defendants' Counsel written confirmation verifying that it effected disbursement of the Gross Settlement Fund pursuant to the terms of this Agreement.

6. Expiration of Settlement Checks. All Individual Settlement Checks will expire one hundred and eighty (180) calendar days after the initial mailing of the original Payment Packets to the PAGA Employees, and thereafter, shall be cancelled. If any funds remain in the Settlement Administration Account as a result of cancelled Individual Settlement Checks, such funds shall be transmitted to the State Controller's Office Unclaimed Property Fund in the name of each PAGA Employee whose check is voided. All duties set forth herein shall be included in the Settlement Administration Costs and paid from the Gross Settlement Amount.

7. Disputes Relating to Settlement Administration. Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court.

8. Settlement Administrator's Tax Reporting. The Settlement Administrator shall be responsible for providing the requisite Form 1099's as required by this Agreement, and the completion of any other steps necessary for compliance with any tax obligations of the Settlement under federal, state, and/or local law, as applicable.

9. As soon as practicable after execution of this Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the approval of this Settlement from the Court. Irrespective of whether a PAGA Employee's Individual Settlement Check has been cashed, he or she will be deemed to be bound to this Settlement, the release provided herein, and the Court's Approval Order and Judgment.

VII. ADDITIONAL TERMS.

1. No Prior Assignments**.** The Parties hereto 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 rights herein released and discharged except as set forth herein.

2. No Admission. Nothing contained herein, nor is the consummation of this Settlement, to be construed or deemed an admission with respect to liability, culpability, negligence, or wrongdoing on the part of Defendants, Released Parties, Plaintiff, Plaintiff's Counsel, PAGA Employees, or the LWDA. Each of the Parties hereto has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any respect, and that they have any liability to anyone under the claims asserted in the Action. The Parties agree that this Agreement does not

constitute an admission by Defendants or any of the Released Parties of any of the matters alleged in the Action or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiff, Defendants, or any of the Released Parties.

3. Nullification. If the Court should fail to approve the Settlement as agreed upon by the Parties, the Parties shall coordinate efforts to address the Court's questions or concerns and work jointly to make reasonable efforts to remedy the Settlement in order to obtain the Court's approval. If the Parties cannot resolve the issues identified by the Court in denying approval, the Parties shall be restored to their litigation positions and all funds returned to Defendants. Invalidation of any material portion of this Agreement, except for the amount of the Attorneys' Fees and Costs, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

4. Attorneys' Fees, Costs And Expenses. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs and expenses, taxable or otherwise, incurred by him/her/it/them arising out of the Action, and shall not seek reimbursement thereof from any other party to this Agreement, unless otherwise specifically stated.

5. Enforcement And Continuing Jurisdiction Of The Court. The Parties agree that upon approval by the Court, this Agreement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California Code of Civil Procedure § 664.6 of this action over all Parties and PAGA Employees to interpret and enforce the terms, conditions, and obligations set forth in this Agreement.

6. Severability. The Parties agree that if any immaterial provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions, and the remaining provisions shall be deemed enforceable.

7. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff and Defendants regarding

the settlement of the Released Claims and that this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding the resolution of the Released Claims.

8. Interpretation: Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby waive the benefit of any legal principle or rule providing that, in cases of uncertainty, the language of a contract should be interpreted against the Party who caused the uncertainty to exist

9. Non-Evidentiary Use. Neither the existence of this Agreement, the terms of this Agreement, the negotiation and execution of this Agreement, all acts performed or documents executed pursuant to or in furtherance of this Agreement, nor the settlement of the Action shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff, the LWDA, Defendants, or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, culpability, fault, wrongdoing, omission, concession, or damage, or of the truth of any of the factual allegations in the Operative Complaint in the Action; (b) disclosed, referred to, or offered in evidence against Plaintiff, the LWDA, or any of the Released Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding in any court, administrative agency or other tribunal except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to attempt to establish that a PAGA Employee has resolved or been compensated for any claims made by that employee; and (c) deemed to be, nor used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification or administration other than for purposes of administering this Settlement. Nothing herein shall constitute an admission by Defendants that the Action was properly brought as a representative action other than for settlement purposes.

10. Choice Of Law. The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

11. Cooperation. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

12. Captions And Headings. Paragraph titles, captions, or headings contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

13. Modification. This Agreement may not be changed, altered, waived, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

14. Binding. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

15. No Publication. The Parties will, and will cause all their respective current or past counsel to: (i) maintain in confidence and not publish or otherwise disclose to any third party the terms of this Agreement or any related information, except as necessary to obtain Court approval as contemplated by this Agreement; (ii) not publish the fact and/or terms of this Agreement or any related information on their website(s), for advertising purposes and/or in publication materials generally available to the public. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms. Plaintiff's counsel may disclose publicly-available information about the case only to the extent they do so in declarations establishing their adequacy as counsel in other cases.

16. Electronic Signatures and Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

PLAINTIFF CRISTIAN RAMIREZ

DATED: Mar 22, 2024

Cristian Ramirez Lopez
Cristian Ramirez Lopez (Mar 22, 2024 08:33 PDT)

DEFENDANTS TUTTLE-CLICK FORD, INC., TUTTLE-CLICK, INC., TUTTLE-CLICK TUSTIN, INC., TUTTLE-CLICK'S CAPISTRANO, INC., TCAG, INC.

DATED: 3.21.24

By: Chris Cotter, President
On behalf of Defendants

APPROVED AS TO FORM AND CONTENT:

DATED: 3/22/2024

AEGIS LAW FIRM, PC

By:

Fawn F. Bekam
Attorneys for Plaintiff Cristian Ramirez

DATED: 3/25/2024

GORDON REES SCULLY MANSUKHANI, LLP

By:

Matthew Theriault
Attorneys for Defendants

Exhibit A

Employee Notice

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual Settlement Payment from *Cristian Ramirez v. Tuttle-Click Ford, Inc., et al.*
Orange County Superior Court, Case No. 30-2021-01238846-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Check"). This check is your payment from the settlement of a lawsuit entitled *Cristian Ramirez v. Tuttle-Click Ford, Inc., et al.*, Case No. 30-2021-01238846-CU-OE-CXC ("Action"), pending in the Superior Court of California for the County of Orange ("Court").

The lawsuit was filed by Christian Ramirez ("Plaintiff"), a former employee of Tuttle-Click Ford, Inc., Tuttle-Click, Inc., Tuttle-Click Tustin, Inc. Tuttle-Click's Capistrano Ford, Inc., and TCAG, Inc., ("Defendants"), on behalf of the State of California with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). Plaintiff alleged that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay all wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, reimburse business expenses, and timely pay all wages during employment and upon separation of employment. Defendants deny these allegations and deny any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendants, on behalf of Plaintiff, the State of California, and the following aggrieved employees: all current and former non-exempt employees who worked for Defendant Tuttle-Click Ford, Inc. within the State of California between December 30, 2020 and October 16, 2023 ("PAGA Employees").

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the PAGA Employees. You are receiving a portion of the settlement (the enclosed Individual Settlement Check) because you have been identified as a PAGA Employee. Your Individual Settlement Check is based on the total number of pay periods that you worked as a PAGA Employee during the period between December 30, 2020 and October 16, 2023 ("PAGA Period"). The Individual Settlement Check is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you are deemed to fully release and forever discharge the Released Parties from the Released Claims. The "Released Parties" means Defendant and their current, past, and present, subsidiaries, affiliates, directors, officers, managing agents, and owners. The "Released Claims" means and refers to claims for civil penalties under the PAGA, California Labor Code § 2698, *et seq.*, that are based upon or arise from the factual allegations in the operative Complaint in the Action and/or Plaintiff's PAGA notice to the California Labor and Workforce Development Agency, arising during the PAGA Period, including, for the failure to properly pay all minimum wages, overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, reimburse business expneses,and timely pay all wages during employment and upon separation of employment, and for violation of and/or based on California Labor Code §§ California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, and all claims for attorneys' fees and costs in connection therewith.

<u>Exhibit A</u>

Employee Notice

Your Individual Settlement Check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual Settlement Check will be cancelled and the funds will be transmitted to the State Controller's Office Unclaimed Property Fund in the name of the PAGA Employee whose check is voided.

Do <u>not</u> call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.