FILED
Clerk of the Superior Court
7/27/2026 4:45:36 PM
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

CHRISTOPHER DUDLEY, KATHERINE RENEE REEVES, PATRICE D. JOHNSON, and LARISSA ESPINOZA, on behalf of themselves and all other similarly situated and/or aggrieved employees of Defendant,

Plaintiff,

v.

FREEDOMROADS, LLC, a Minnesota limited liability company; and DOES 1 through 50 inclusive,

Defendant.

Case No.: 37-2023-00036238-CU-OE-CTL

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[IMAGED FILE]

Date: July 17, 2026
Time: 9:30 a.m.
Dept: C-72
Judge: Hon. Marcella O. McLaughlin

Complaint Filed: August 21, 2023
FAC Filed: May 13, 2026
Trial Date: None set

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Plaintiffs Christopher Dudley; Katherine Renee Reeves; Patrice D. Johnson; and Larissa Espinoza (collectively, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval") came before this Court on July 17, 2026. The Court, having considered the proposed Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"), the proposed Court Approved Notice of Class and PAGA Settlement ("Class Notice"), Plaintiffs' Motion for Preliminary Approval, and all papers filed in support thereof, **HEREBY ORDERS THE FOLLOWING**:

1. The Court grants preliminary approval of the Settlement and preliminarily finds that: (1) the Settlement is fair and reasonable to the Class when balanced against the possible risks of further litigation, including issues relating to class certification, liability, calculating damages, and potential appeals; (2) significant investigation, research, and litigation have been conducted, such that the Parties are able to fairly evaluate their respective positions; (3) settlement at this time will avoid the substantial cost, delay, and risk presented by further litigation of the action; and (4) the Settlement was reached after serious, informed, and non-collusive negotiations, which were conducted at arm's length by experienced counsel and overseen by a neutral third-party mediator.

2. This Order Granting Plaintiffs' Motion for Preliminary Approval ("Order") incorporates by reference all defined terms set forth in the Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Nathan J. Reese in Support of Plaintiffs' Motion for Preliminary Approval, filed on June 24, 2026.

3. The Court preliminarily finds that the terms of the Settlement Agreement appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to all Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to liability and damages issues.

4. The Court hereby conditionally certifies the following Classes for settlement purposes only:

Settlement Class: All persons who are or were classified as non-exempt and performed work for FreedomRoads, LLC in California during the period commencing September 10, 2021 through and including February 24, 2026.

F&I Manager Sub-Class: All persons who were classified as non-exempt and performed work for FreedomRoads, LLC in California as a Finance and Insurance Manager or similar position during the period commencing September 10, 2021 through and including February 24, 2026.

Waiting Time Sub-Class: All Class Members who separated from employment with FreedomRoads, LLC at least once at any time during the period commencing September 10, 2022 through and including February 24, 2026.

5. The Court preliminarily approves the appointment of Plaintiffs Christopher Dudley, Katherine Renee Reeves, Patrice D. Johnson, and Larissa Espinoza as the Class Representatives.

6. The Court preliminarily approves the appointment of Plaintiffs' counsel, Nathan J. Reese and Allison E. Schubert of ARCH Legal, P.C.; Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLP; and Nicholas J. Ferraro of Ferraro Vega Employment Lawyers, Inc. as Class Counsel. Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement Agreement, and such other acts reasonably necessary to consummate the Settlement Agreement. Any Class Member may enter an appearance through counsel of such individual's own choosing and at such individual's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

7. The Court preliminarily approves the definition and disposition of the Gross Settlement Amount of $4,500,000.00, on a non-reversionary basis, which is inclusive of: (1) the Individual Class Payments; (2) the PAGA Penalties payment of $350,000.00 (75% of which will be paid to the LWDA, and 25% of which will be distributed to PAGA Employees); (3) Class Counsel's Fees in an amount equal to one-third (1/3) of the Gross Settlement Amount, or $1,500,000.00; (4) Class Counsel's Litigation Expenses in an amount not to exceed $50,000;

(5) the Class Representative Service Awards in the amount of $40,000.00 ($10,000.00 to each Plaintiff); and (6) the Administration Expenses Payment not to exceed $18,250.00.

8. Uncashed checks shall escheat to the State of California and shall be sent by the Administrator to the State Controller's Office, Unclaimed Property Division in the name of the Class Member.

9. The Court approves the form and content of the Class Notice, in substantially the form attached hereto as **Exhibit A**, and finds that the proposed method of disseminating the Class Notice to the Class meets all the due process requirements, provides the best notice practicable under the circumstance, and constitutes due and sufficient notice to all Class Members.

10. The Court approves the retention of CPT Group, Inc. ("CPT" or the "Administrator") to serve as the Settlement Administrator, and hereby directs CPT to provide the approved Class Notice to the Class and administer the Settlement in accordance with the procedures described in the Settlement Agreement and the schedule set forth below in this Order.

11. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved by this Court, is not approved in whole or in part by the Court or any appellate court and/or other court of review, is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of the commencement of the litigation.

12. Nothing in this Order shall be construed to waive, limit, or otherwise affect FreedomRoads' rights under the Settlement Agreement, including: (a) FreedomRoads' rights under Paragraph 8 of the Settlement Agreement regarding the workweek escalation and FreedomRoads' election, at its sole discretion, of an Alternate End Date in the event the total Workweeks during the Class Period are determined to exceed 172,500; and (b) FreedomRoads' right under Paragraph 9 of the Settlement Agreement to withdraw from the Settlement if the number of valid Requests for Exclusion identified in the final Exclusion List exceeds ten percent (10%) of the total Class Members, which right is exercisable by notice to Class Counsel and the

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Court not later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel.

13. The Court orders the following implementation schedule for further proceedings:

EVENT	**DATE**
Preliminary Approval Date	July 17, 2026
Deadline for Defendant to provide the Administrator with the Class Data	Within fourteen (14) calendar days after the Court grants Preliminary Approval
Deadline for Administrator to mail the Class Notice to Class Members	Within twenty-one (21) calendar days after receiving the Class Data
Deadline for Class Members to submit any objections to the Settlement or requests for exclusion from the Settlement	Forty-five (45) calendar days from the date the Administrator mails the Class Notice (plus an additional 10 calendar days for Class Members whose Class Notice is re-mailed)
Deadline for the Administrator to provide a declaration attesting to the completion of the Class Notice process and the number of valid requests for exclusion and/or objections	Fourteen (14) calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval
Final Approval Hearing	December 11, 2026, at 9:30 a.m.

14. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Settlement without further notice to the Class and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. If the Final Approval Hearing is continued in any way, however, Class Counsel and/or the Administrator shall provide notice of the continued hearing to any objector or their counsel.

IT IS SO ORDERED.

Dated: 7/27/2026

Hon. Marcella O. McLaughlin
Judge of the Superior Court

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EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Dudley v. FreedomRoads, LLC, San Diego County Superior Court
Case No. 37-2023-00036238-CU-OE-CTL

The Superior Court of the State of California, County of San Diego, authorized this Notice. It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

Please read this notice carefully. Your legal rights are affected whether you act or not.

You may be eligible to receive money from an employee class action lawsuit against FreedomRoads, LLC ("Defendant" or "FreedomRoads") for alleged wage and hour violations. Former employees of Defendant, Christopher Dudley, Katherine Renee Reeves, Patrice Johnson, and Larissa Espinoza ("Plaintiffs"), seek relief on behalf of all persons who are or were classified as non-exempt and performed work for Defendant in California during the Class Period, which is September 10, 2021 through February 24, 2026 (the "Class Members").

You may also be a member of a Sub-Class in the lawsuit. The Waiting Time Sub-Class includes all Class Members who separated from employment with Defendant at least once at any time during the period of September 10, 2022 through February 24, 2026. The F&I Manager Sub-Class includes all persons who were classified as non-exempt and performed work for Defendant in California as a Finance and Insurance Manager or similar position during the Class Period.

In addition to the class action claims, Plaintiffs seek civil penalties under the California Private Attorneys General Act ("PAGA") for all persons who are or were classified as non-exempt and performed work for Defendant in California during the PAGA Period, which is June 14, 2022 through February 24, 2026 (the "PAGA Employees").

The proposed Settlement has two main parts: (1) a Class settlement, requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement, requiring Defendant to fund Individual PAGA Payments, as well as pay civil penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records and the Parties' current assumptions, your estimated payments under the Settlement are as follows: **Individual Settlement Payment $_________ (less withholding); Individual PAGA Payment $_________**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant's records showing that **you worked ______ Workweeks** during the Class Period and ______ **Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks or Pay Periods, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of this settlement. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting a written and signed Request for Exclusion or otherwise notify the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue wage claims against Defendant, and, if you are a PAGA Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the released wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** ____________	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. See **Section 6** of this Notice. **<u>Non-Participating Class Members cannot object to any portion of the proposed Settlement or file an Appeal. See Section 7 of this Notice</u>**. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Employees and the PAGA Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. See **Section 7** of this Notice.

Settlement but not the PAGA Settlement **Written Objections Must be Submitted by ______________**	
You Can Participate in the ______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______________. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See **Section 8** of this Notice.
You Can Challenge the Calculation of Your Class Shifts/PAGA Shifts **Written Challenges Must be Submitted by ______________**	The amount of your Individual Settlement Payment and Individual PAGA Payment depends on how many Workweeks and Pay Periods you worked. The number of Workweeks and Pay Periods you worked, according to Defendant's records, is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ______________. See **Section 4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The lawsuit alleges that Defendant violated California labor laws by failing to provide meal and rest breaks or pay premium wages in lieu thereof; failing to provide recovery periods or pay premium wages in lieu thereof; failing to pay earned wages for all hours worked, including minimum wages or overtime wages; failing to pay paid sick leave; failing to pay wages timely during employment and upon termination; failing to pay vested vacation at termination; failing to reimburse employees for required expenses; failing to furnish accurate wage statements; failing to maintain accurate records; unlawful deduction of wages and commissions; breach of contract for failure to pay all commissions and contractual wages; and engaging in unfair business practices related to or arising out of the foregoing. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA. Plaintiffs are represented by the following attorneys: ARCH Legal, P.C., Lavi & Ebrahimian, LLP, and Ferraro Vega Employment Lawyers, Inc. ("Class Counsel").

Defendant strongly denies the allegations in the lawsuit and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the lawsuit by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will pay $4,500,000 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Defendant will fund the Gross Settlement Amount no later than twenty-one (21) calendar days after the Effective Date (the date the Judgment is final). The Judgment will be final on the date the Court enters Judgment, or a later date if a Participating Class Member timely objects to the proposed Settlement and appeals the Judgment.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $1,500,000 (1/3) of the Gross Settlement Amount to Class Counsel for attorneys' fees and $[INSERT] for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the lawsuit without payment.

   B. Up to $10,000 as a Class Representative Service Payment to each Plaintiff ($40,000 total) for filing and participating in the action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and Individual PAGA Payments.

   C. Up to $18,250.00 to the Administrator for services administering the Settlement.

   D. Up to $350,000 for PAGA Penalties, with 75% ($262,500) allocated to the LWDA PAGA Payment and 25% ($87,500.00) allocated to the Individual PAGA Payments.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on the total number of Workweeks worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 15% of each Participating Class Member's Individual Settlement Payment to taxable wages (the "Wage Portion") and 85% to penalties and interest (the "Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). **If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name**. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _______________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _______________ Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth (a) the case name; (b) your full name and address; (c) a clear statement that explains your wishes to be excluded from the settlement; and (d) be personally signed by you. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

   You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the action.

7. <u>The Proposed Settlement Will be Void if the Court Denies Final Approval</u>. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. <u>Administrator.</u> The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in **Section 9** of this Notice.

9. <u>Released Parties.</u> Class Members and PAGA Employees will release Defendant and its subsidiaries, affiliates, successors, and assigns, and each of their past, present, and/or future, direct and/or indirect, officers, directors, members, managers, shareholders, partners, investors, employees, agents, representatives, attorneys, insurers, administrators, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures from the Class and PAGA Claims.

10. <u>Participating Class Members' Release of Class Claims</u>. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts, as alleged in the lawsuit and resolved by this Settlement.

    The Participating Class Members will be bound by the following release of Class Claims:

    > All Participating Class Members release Released Parties from any and all claims, actions, demands, causes of action, suits, debts, obligations, rights, liabilities, damages, penalties, wages, premiums, restitution, interest, attorneys' fees, costs, or legal theories of relief that were alleged in the Amended Complaint, or that are based on, arise out of, or reasonably relate to the facts, allegations, claims, causes of action, legal theories, or primary rights asserted in the Amended Complaint, including without limitation claims for alleged violation of California Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 245 et seq. (including but not limited to 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.5, 248.6, and 248.7), 256, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1400-1408, 2802, and 2804, the applicable IWC Wage Orders, including the "Meal Periods, " "Rest Periods, " "Hours and Days of Work, " "Minimum Wages, " "Uniforms and Equipment, " and "Records" sections; the California Minimum Wage Order; applicable local minimum wage ordinances; California Code of Regulations, title 8, section

3395; California Business & Professions Code section 17200 et seq., breach of contract for unpaid wages, commissions, incentive compensation, bonuses, and contractual wages; unlawful deduction of wages and commissions, and failure to pay commissions; and all related claims for wages, premiums, penalties, liquidated damages, restitution, equitable relief, interest, attorneys' fees, and costs during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

11. PAGA Employees' Release of PAGA Claims. After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount, all PAGA Employees will be barred from asserting PAGA Claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the action and resolved by this Settlement.

PAGA Employees will be bound by the following release of PAGA Claims:

All PAGA Employees (including those who submit Requests for Exclusion from the class settlement) will release the Released Parties from all representative claims for civil penalties, attorneys' fees, costs, interest, or other relief pursuant to the California Private Attorneys General Act (codified in California Labor Code sections 2698-2699.5) that were alleged in the Amended PAGA Notice, or that are based on, arise out of, or reasonably relate to the facts, allegations, claims, causes of action, legal theories, Labor Code violations, or primary rights asserted in the PAGA Notices, Amended PAGA Notice, and/or Amended Complaint, including without limitation representative claims predicated on alleged violations of California Labor Code sections 98.6, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 245 et seq. (including but not limited to 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.5, 248.6, and 248.7), 256, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1400-1408, 2698 et seq., 2802, and 2804, breach of contract for unpaid wages, and failure to pay commissions, all applicable IWC Wage Orders, including the "Meal Periods, " "Rest Periods, " "Hours and Days of Work, " "Minimum Wages, " "Uniforms and Equipment, " and "Records" sections; the California Minimum Wage Order; applicable local minimum wage ordinances; California Code of Regulations, title 8, section 3395; and representative claims predicated on alleged unpaid wages, unpaid commissions, incentive compensation, bonuses, contractual wages, unlawful deductions, unreimbursed expenses, untimely wages, wage-statement violations, recordkeeping violations, paid sick leave violations, retaliation, WARN violations, and failure to pay vested vacation/PTO during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. Eighty-five percent (85%) of the Net Settlement Amount will be allocated to all Participating Class Members. Relying on Defendant's personnel records, the Administrator will add the total number of Workweeks for all Participating Class Members. For Participating Class Members who are also members of the Waiting Time Sub-Class, an additional six (6) Workweeks will be added to that individual's total of Workweeks for purposes of this calculation. The respective Workweeks for each Participating Class Member will be divided by the total workweeks for all Participating Class Members, resulting in a Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the eighty-five percent (85%) of the Net Settlement Amount to calculate their Individual Settlement Payment.

   In addition to the foregoing, participating members of the F&I Manager Sub-Class will be entitled to an additional amount of money as part of their Individual Settlement Payment. The remaining fifteen percent (15%) of the Net Settlement Amount will be allocated to all Participating F&I Manager Sub-Class Members. The respective Workweeks for each Participating F&I Manager Sub-Class Member will be divided by the total workweeks for all Participating F&I Manager Sub-Class Members, resulting in a Payment Ratio for each Participating F&I Manager Sub-Class Member. Each Participating F&I Manager Sub-Class Member’s Payment Ratio will then be multiplied by the fifteen percent (15%) of the Net Settlement Amount to calculate the additional amount of money to add to their Individual Settlement Payment.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $87,500 by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee’s Pay Periods worked during the PAGA Period.

3. Challenges to Workweeks and/or PAGA Pay Periods. The number of Workweeks and Pay Periods you worked, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until _______________ to challenge the number of Workweeks and Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section 9** of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, checks to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Employees, for the Individual Class Payments and Individual PAGA Payments. The Administrator may send a single check combining Individual Settlement Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, checks for Individual PAGA Payments to every PAGA Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

YOUR CHECK(S) WILL BE SENT TO THE SAME ADDRESS AS THIS NOTICE. IF YOU CHANGE YOUR ADDRESS, BE SURE TO NOTIFY THE ADMINISTRATOR AS SOON AS POSSIBLE. SECTION 9 OF THIS NOTICE HAS THE ADMINISTRATOR'S CONTACT INFORMATION.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, current address, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the action as *Dudley, et al. v. FreedomRoads, LLC*, and include your identifying information (full name and address). You must make the request yourself or through an authorized representative. If someone else makes the request for you, it will not be valid. You must send your request to be excluded to the Administrator by _______________, or it will be invalid. **Section 9** of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the _______________ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you.

You can also view them on the Court's website: .

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class

Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is ______________. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the action as *Dudley, et al. v. FreedomRoads, LLC*, and include your name and current address, and sign the objection. **Section 9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on ______________ at ________ in Department C-72 of the San Diego Superior Court, Hall of Justice, located at 330 W. Broadway, San Diego, CA 92101. At the Final Approval Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ______________________________ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _________________________. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website and entering the case number for the action, 37-2023-00036238-CU-OE-CTL.

DO NOT CONTACT THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney:	Allison E. Schubert
Email Address:	aschubert@archlegal.com
Name of Firm:	ARCH Legal, P.C.
Mailing Address:	3555 Fifth Ave., Ste. 200 San Diego, CA 92103
Telephone:	(619) 436-5592

Name of Attorney:	Vincent C. Granberry
Email Address:	vgranberry@lelawfirm.com
Name of Firm:	Lavi & Ebrahimian, LLP
Mailing Address:	8889 W. Olympic Boulevard, Suite 200

	Beverly Hills, CA 90211
Telephone:	(310) 432-0000
Name of Attorney:	Dorota A. James
Email Address:	dorota@ferrarovega.com
Name of Firm:	Ferraro Vega Employment Lawyers, Inc.
Mailing Address:	3333 Camino del Rio South, Suite 300
	San Diego, CA 92108
Telephone:	(619) 693-7727

Settlement Administrator:

Name of Company:	CPT Group, Inc.
Email Address:	[INSERT]
Mailing Address:	[INSERT]
	[INSERT]
Telephone:	[INSERT]
Fax Number:	[INSERT]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund ______________________________ for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.