

PRIVATE ATTORNEYS GENERAL ACT (PAGA) SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act (PAGA) Settlement Agreement and Release (“Agreement”) is made by and between Plaintiff Abraham Maldonado (“Plaintiff”), individually and on behalf of the state of California and similarly situated employees (as defined below) and Defendant Rotolo Chevrolet, Inc. (“Rotolo Chevrolet”). This Agreement refers to Plaintiff and Rotolo Chevrolet collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS

1.1 **“Action”** means Plaintiff’s lawsuit alleging wage and hour violations captioned *Abraham Maldonado, individually, and on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons v. Rotolo Chevrolet, Inc., a California Corporation, and DOES 1 through 100, inclusive*, Case No. CIVSB2435646 initiated on November 27, 2024, and pending in the Superior Court of the State of California, County of San Bernardino.

1.2 **“Administrator”** means Phoenix Settlement Administrators, a neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 **“Administration Expenses Payment”** means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4 **“Agreement”** or **“Settlement”** means this Private Attorneys General Act Settlement Agreement and Release.

1.5 **“Aggrieved Employee”** or **“Aggrieved Employees”** mean all persons within the State of California who are or were employed by Rotolo Chevrolet as non-exempt or hourly paid employees during any portion of the PAGA Period (defined below in 1.22)

1.6 **“Aggrieved Employee Address Search”** means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 **“Aggrieved Employee Data”** means Aggrieved Employee identifying information in Rotolo Chevrolet’s possession, custody, or control, including the Aggrieved Employee’s name, last-known mailing address, last known telephone number, Social Security number, and number of PAGA Pay Periods within the PAGA Period.

1.8 **“Court”** means the Superior Court of California, County of San Bernardino.

1.9 **“Defense Counsel”** means Lonnie D. Giamela and Alvin Y. Okoreeh of Fisher & Phillips, LLP.

1.10 **“Effective Date”** means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving this Settlement and (b) the Judgment is final. The Parties agree that there is no right to opt-out or object to this Settlement by any of the Aggrieved Employees. It is therefore the Parties’ intention that this Settlement shall be final at the time of Court Approval and Entry of Judgment.

1.11 **“Gross Settlement Amount”** means One Hundred Seventy Thousand U.S. Dollars and Zero Cents (\$170,000.00) which is the total amount Rotolo Chevrolet agrees to pay under this Agreement.

1.12 **“Individual PAGA Payment”** means each Aggrieved Employee’s pro-rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13 **“LWDA”** means the California Labor and Workforce Development Agency.

1.14 **“LWDA PAGA Payment”** means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.15 **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (1) Plaintiff’s Counsel Fees Payment; (2) Plaintiff Enhancement Payment; (3) Plaintiff’s Counsel Litigation Expenses Payment; and (4) the Administration Expenses Payment. The remainder is to be paid to the LWDA as LWDA PAGA Payment and to Aggrieved Employees as Individual PAGA Payment.

1.16 **“PAGA”** means the California Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698, *et seq.*).

1.17 **“Plaintiff’s Counsel”** means Thiago Coelho and Jesenia Martinez of Wilshire Law Firm, PLC, the attorneys representing Plaintiff, the State of California and the Aggrieved Employees in the Action.

1.18 **“Plaintiff’s Counsel Fees Payment”** means the amount allocated to Plaintiff’s Counsel for their reasonable attorneys’ fees incurred to prosecute the Action, approved by the Court.

1.19 **“Plaintiff’s Counsel Litigation Expenses Payment”** means the amount allocated to Plaintiff’s Counsel for its reasonable costs incurred to prosecute the Action, approved by the Court.

1.20 **“PAGA Notice”** means Plaintiff’s letter dated November 27, 2024, addressed to Rotolo Chevrolet and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.21 **“PAGA Period”** means the period from November 27, 2023, through November 27, 2025.

1.22 **“PAGA Pay Periods”** means any pay period during which an Aggrieved Employee worked for Rotolo Chevrolet for at least one day during the PAGA Period.

1.23 **“PAGA Released Claims”** means all claims asserted in the First Amended Complaint (“FAC” or the “Operative Complaint”), all claims asserted in the PAGA Notice sent by or on behalf of Plaintiff to the LWDA, all claims that could have been asserted in the Operative Complaint (whether under federal law or state law) based on the facts alleged in the FAC or PAGA Notice, including but not limited to any and all claims for PAGA penalties based on the Labor Code sections asserted therein, including, PAGA Penalties for violations under the California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2699, *et seq.*, and 2802, and the applicable IWC Wage Orders.

1.24 **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated as follows: 35% to the Aggrieved Employees and 65% to LWDA in settlement of the Action.

1.25 **“Parties”** means Plaintiff and Rotolo Chevrolet collectively.

1.26 **“Plaintiff”** means Abraham Maldonado, the named plaintiff in the Action.

1.27 **“Plaintiff Enhancement Payment”** means the payment in the amount of Ten Thousand U.S. Dollars and Zero Cents (\$10,000.00) to Plaintiff for his work in bringing the Action and acting on behalf of the State of California and the Aggrieved Employees. Any amount not awarded goes to the net settlement amount.

1.28 **“Released Parties”** means Rotolo Chevrolet and its past and present officers, directors, shareholders, owners, current and former managerial employees, agents, representatives, members, attorneys, insurers, re-insurers, assigns, affiliates, successors and predecessors, and/or any other entity alleged to be a joint employer or jointly liable with Rotolo Chevrolet for any of the PAGA Released Claims.

1.29 **“Rotolo Chevrolet” or “Defendant”** means named defendant Rotolo Chevrolet, Inc.

2. RECITALS

2.1 **Commencement of Action.** On November 27, 2024, Plaintiff commenced the Action by filing a civil complaint in San Bernardino County Superior Court alleging multiple causes of action on a class action basis against Rotolo Chevrolet, Inc.

2.2 **First Amended Complaint:** On May 1, 2025, Plaintiff filed a First Amended Complaint (“FAC”) in the Action, adding a PAGA cause of action and seeking PAGA penalties, attorney’s fees and costs on his behalf and on behalf of the State of California (specifically the LWDA) and the Aggrieved Employees consistent with the PAGA claims exhausted under the PAGA Notice (Exhibit A to the FAC). The FAC seeks PAGA penalties for the following alleged violations of the California Labor Code which were pled in the PAGA Notice §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2699, *et seq.*, and 2802, and the applicable IWC Wage Orders. In the FAC, Plaintiff alleges Defendant (1) failed to

pay all wages due for all hours worked, including, but not limited to, failed to pay minimum wage, straight time and/or overtime; (2) failed to provide meal periods in conformance with the law and failed to keep accurate records of meal periods; (3) failed to provide rest periods in conformance with the law; (4) failed to pay all wages due at termination; (5) failed to provide legally compliant wage statements; and (5) failed to reimburse for necessary business expenses. The FAC is the operative complaint in the Action (the “Operative Complaint”).

2.3 Notice to LWDA. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave written notice to Rotolo Chevrolet and the LWDA by sending the PAGA Notice. The PAGA Notice alleges, *inter alia*, that Rotolo Chevrolet engaged in conduct which violated California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2699, *et seq.*, and 2802, and the applicable IWC Wage Orders.

2.4 Defendant Denies Liability and Wrongdoing. This Agreement represents a full compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Rotolo Chevrolet that Plaintiff’s claims in the Action have merit or that Rotolo Chevrolet has any liability to Plaintiff, the state, or to any of the Aggrieved Employees. Rotolo Chevrolet denies any liability and wrongdoing of any kind associated with the claims alleged in the Action and the PAGA Notice. Neither this settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as, or may be used as, an admission, concession, or indication by or against any defendant in this Action of any unlawful conduct, fault, wrongdoing, or liability whatsoever. Rotolo Chevrolet specifically denies that it has engaged in any unlawful or wrongful conduct against Plaintiff or the Aggrieved Employees.

2.5 Mediation. On June 16, 2025, the Parties participated in an all-day mediation presided over by an experienced mediator which ultimately led to this Agreement to settle the Action.

2.6 Investigation. Prior to the mediation and prior to negotiating the terms of this Agreement, the Parties conducted investigation and informal discovery of the relevant facts and law. Additionally, Rotolo Chevrolet produced documents relating to its wage-and-hour policies, practices, and procedures and an agreed upon sampling of Aggrieved Employees’ records including, but not limited to, time records, pay records, and information relating to the size and scope of the Aggrieved Employees, as well as data permitting Plaintiff to understand the number of PAGA Periods. Plaintiff’s Counsel reviewed the records and conducted their own independent investigation of the facts and law.

2.7 Compromise of Disputed Claims. The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of the claims alleged in the Operative Complaint and/or in the PAGA Notice and that it is the desire and intention of the Parties to effect a final and complete resolution of the Action and the PAGA claims alleged therein against Rotolo Chevrolet and the Released Parties. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Rotolo Chevrolet reserves all available defenses to the claims in the Operative Complaint and/or in the PAGA Notice and Plaintiff reserves the right to contest Rotolo Chevrolet’s defenses. This Agreement and the Parties’ willingness to settle the Action will have no bearing on, and will not

be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).

2.8 No Other Pending Matter. The Parties, Plaintiff's Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. Rotolo Chevrolet asserts that it is not aware of any other pending PAGA lawsuit against Rotolo Chevrolet.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Section 8.2 below, Rotolo Chevrolet agrees to pay One Hundred Seventy Thousand U.S. Dollars and Zero Cents (\$170,000.00) and no more as the Gross Settlement Amount to settle the Action. Rotolo Chevrolet has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Section 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Rotolo Chevrolet.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 Plaintiff Enhancement Payment: In consideration for Plaintiff's participation in and assistance in the Action, Plaintiff shall receive Ten Thousand U.S. Dollars and Zero Cents (\$10,000.00) ("Plaintiff Enhancement Payment") from the Gross Settlement Amount. The Plaintiff Enhancement Payment shall be reported on IRS Form 1099. Plaintiff will be solely and legally responsible to pay all applicable taxes on any payment made pursuant to this paragraph and agrees to hold Released Parties harmless and to indemnify Released Parties should any taxing authority find any of the Released Parties responsible for taxes and/or penalties owed on the payments made pursuant to this paragraph. This Agreement is not contingent upon the Court awarding Plaintiff any particular amount for the Plaintiff Enhancement Payment. If the Court reduces or does not approve the requested Plaintiff Enhancement Payment, this Agreement will remain binding on the Parties and the amount not approved by the Court will be added to the Net Settlement Amount and be distributed as provided in this Agreement to the LWDA and Aggrieved Employees. If the Court does not approve the Plaintiff Enhancement Payment in the amount requested in this paragraph, none of the Released Parties shall be liable to Plaintiff for the unapproved amount. Rotolo Chevrolet does not oppose an application by Plaintiff for the Plaintiff Enhancement Payment in the amount identified in this paragraph.

3.2.2 Plaintiff's Counsel.

3.2.2.1 Attorney's Fees: A Plaintiff's Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be Fifty-Six Thousand Six Hundred and Sixty-Six U.S. Dollars with Sixty-Seven Cents (\$56,666.67).

3.2.2.2 PAGA Litigation Expenses Payment: Plaintiff's Counsel Litigation Expenses Payment of up to Sixteen Thousand Six Hundred and Fourteen U.S. Dollars with Fifty Cents (\$16,614.50) from the Gross Settlement Amount.

3.2.2.3 Unapproved Amounts Revert to Net Settlement Amount: If the Court reduces or does not approve the requested Plaintiff's Counsel Fees Payment and/or a Plaintiff's Counsel Litigation Expenses Payment in the amounts requested above, this Agreement will remain binding on the Parties and the amount(s) not approved by the Court will be added to the Net Settlement Amount and be distributed as provided in this Agreement to the LWDA and Aggrieved Employees. This Agreement is not contingent upon the Court awarding Plaintiff's Counsel Fees Payment and/or a Plaintiff's Counsel Litigation Expenses Payment in the amounts requested. If the Court does not approve the Plaintiff's Counsel Fees Payment and/or the Plaintiff's Counsel Litigation Expenses Payment in the amounts requested above, none of the Released Parties shall be liable for the unapproved amount. Rotolo Chevrolet does not oppose an application by Plaintiff's Counsel for an award of Plaintiff's Counsel Fees Payment and/or a Plaintiff's Counsel Litigation Expenses Payment, provided that the amounts requested do not exceed the amounts identified above in sections 3.2.2.1 and 3.2.2.2.

3.2.2.4 Plaintiff's Counsel Responsibilities: Plaintiff's Counsel will be responsible for submitting all documents and/or briefs to support their request for Plaintiff's Counsel Fees Payment and/or a Plaintiff's Counsel Litigation Expenses Payment. Additionally, Plaintiff's Counsel will be solely and legally responsible to pay all applicable taxes on the Plaintiff's Counsel Fees Payment and/or Plaintiff's Counsel Litigation Expenses Payment they receive and to hold harmless and indemnify Released Parties should any taxing authority find any of the Released Parties responsible for taxes and/or penalties owed on the payments made pursuant to sections 3.2.2.1 and/or 3.2.2.2 above. The Administrator will issue an IRS Form 1099-MISC to Plaintiff's Counsel for the payments made pursuant to sections 3.2.2.1 and 3.2.2.2 of this Agreement. The Released Parties shall not be liable for any claim by any third party claiming entitlement to some or all the Plaintiff's Counsel Fees Payment and/or a Plaintiff's Counsel Litigation Expenses Payment. Plaintiff's Counsel and Plaintiff agree to hold Released Parties harmless from any dispute or controversy regarding any division or sharing of any of the payments referenced in this Agreement.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed Four Thousand Five Hundred U.S Dollars with Zero Cents (\$4,500.00) to the Administrator. If the Court reduces or does not approve the requested Administration Expenses Payment in the amount requested, this Agreement will remain binding on the Parties and the amount not approved by the Court will be added to the Net Settlement Amount and be distributed as provided in this Agreement to the LWDA and Aggrieved Employees. This Agreement is not contingent upon the Court awarding Administration Expenses Payment in the amount requested. If the Court does not approve the Administration Expenses Payment in the amount requested above, none of the Released Parties shall be liable for the unapproved amount. Rotolo Chevrolet does not oppose an application by the Administrator or Plaintiff's Counsel for an award of Administration Expenses Payment, provided that the amount requested does not exceed the amounts identified in this paragraph. Additionally, the Administrator will be solely and legally responsible to pay all applicable taxes on the Administration Expenses Payment they receive and to hold harmless and indemnify Released Parties should any taxing authority find any of the Released Parties responsible for taxes and/or penalties owed on the Administration Expenses Payment.

3.3 Net Settlement Amount to the LWDA and Aggrieved Employees. The Net Settlement Amount after deducting the Administration Expenses Payment, Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment and the Plaintiff Enhancement Payment from the Gross Settlement is estimated to be at least Eighty-Two Thousand Two Hundred and Eighteen U.S. Dollars with Eighty-Three Cents (\$82,218.83) ("Net Settlement Amount"). Subject to Court approval, the Net Settlement Amount shall be distributed by the ADMINISTRATOR as follows:

3.3.1 LWDA Distribution: 65% of the Net Settlement Amount shall be distributed to the LWDA. Accordingly, approximately Fifty-Three Thousand Four Hundred and Forty-Two U.S. Dollars with Twenty-Four Cents (\$53,442.24) will be paid to the LWDA ("LWDA PAGA Payment").

3.3.2 Distribution to Aggrieved Employees: 35% of the Net Settlement Amount shall be distributed to the Aggrieved Employees on a pro-rata basis based upon the number of PAGA Pay Periods worked by the individual Aggrieved Employee during the PAGA Period ("Individual PAGA Payment"). Each Aggrieved Employee's Individual PAGA Payment will be calculated by the Administrator based on the information to be provided by Rotolo Chevrolet. If an Aggrieved Employee worked only a portion of a PAGA Pay Period during the PAGA Period, they will get credit for the whole PAGA Pay Period. If an Aggrieved Employee did not work at all during an entire PAGA Pay Period, that/those PAGA Pay Period(s) will be excluded from their pro-rata share. The Individual PAGA Payment to the Aggrieved Employees are in settlement of the claims for civil penalties alleged and/or sought in the Operative Complaint and the PAGA Notice and in exchange for their release of the PAGA Released Claims within the PAGA Period.

3.3.2.1 Taxability on Individual PAGA Payment: Each Aggrieved Employee assumes full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Parties agree that 100% of the Individual PAGA Payment shall be allocated to penalties. The Administrator will be responsible for meeting tax reporting obligations including the issuance of IRS Form 1099 as appropriate. No later than January 31 of the year following payment of the Gross Settlement Amount, the Administrator will prepare and issue an IRS Form 1099 to the recipients, including itself, who received a payment under this Agreement, to the extent the payments require issuance of such a form under applicable law.

3.4 Settlement Awards Do Not Trigger Additional Benefits. It is expressly understood and agreed that the receipt of an Individual PAGA Payment under this Agreement will not entitle any Aggrieved Employee or Plaintiff to additional compensation or benefit under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records, Rotolo Chevrolet estimates that as of June 16, 2025 (mediation date) there were 207 Aggrieved Employees who worked approximately 5,050 PAGA Pay Periods as of that date within the PAGA Period. Within the PAGA Pay Period there are now a total of approximately 221 Aggrieved Employees who worked approximately 6,050 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within ten (10) court days after the Court issues its Order approving this Settlement, Rotolo Chevrolet will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement.

4.3 Deadline for Funding of Gross Settlement Amount. Rotolo Chevrolet shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than ten (10) court days after the Effective Date.

4.4 Deadline and Method for Distribution of the Gross Settlement Amount: Within fourteen (14) days after Rotolo Chevrolet funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Plaintiff Enhancement Payment, the Plaintiff's Counsel Fees Payment and the Plaintiff's Counsel Litigation Expenses Payment. The checks will be sent via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. See Section 7 below, for additional Administrator duties and responsibilities.

5. RELEASE OF CLAIMS.

5.1 Effective Date of Release of Claims. Effective on the date when Rotolo Chevrolet fully funds the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, Plaintiff's Counsel and LWDA (both individually and as proxy or agent for and on behalf of the LWDA and the State of California), will release claims against all Released Parties as follows:

5.1.1 General Release by Plaintiff: Plaintiff, on behalf of himself and his former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns, forever releases, remises and discharges the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses (including attorney's fees and costs), transactions, occurrences, known and unknown, at law or in equity, which he and/or they may now have, including, but not limited to: claims arising out of or in any way connected with Plaintiff's employment with Rotolo Chevrolet including, but, not limited to, the PAGA Released Claims, claims that were asserted in the Action or could have been asserted, and any and all transactions, occurrences or matters between the Parties occurring prior to the date this Agreement is fully executed. Without limiting the generality of the foregoing, this release includes, but is not limited to, any and all claims under the: (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave

Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; (r) the California Family Rights Act and (s) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, wages, back pay, front pay, premiums, penalties, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs ("Plaintiff's General Release"). With respect to Plaintiff's General Release, Plaintiff stipulates and agrees that, upon Rotolo Chevrolet's fulfillment of its settlement payment obligations under this Agreement, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

5.1.1.1 Plaintiff's Release of Known and Unknown Claims: Plaintiff understands the significance and consequences of a California Civil Code Section 1542 waiver, and understands that he hereby waives all claims, known or unknown, suspected or unsuspected against Rotolo Chevrolet and Released Parties. Plaintiff alone shall assume full responsibility for any damages or losses caused by this waiver. Plaintiff's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.2 Release by LWDA and Aggrieved Employees: In exchange for the consideration (Net Settlement Amount) provided for by this Agreement to the LWDA and the Aggrieved Employees, upon the Effective Date and full funding of the Gross Settlement Amount, the State of California, through their proxy or agent the LWDA and the Aggrieved Employees, hereby release the Released Parties from the PAGA Released Claims during the PAGA Period only.

5.2 No Right to Opt Out. The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the Agreement.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

6.1 **Responsibilities of Plaintiff's Counsel.** Plaintiff's Counsel is responsible for expeditiously preparing, finalizing and filing the application or motion for approval of this settlement with the Court after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff's Counsel is responsible for delivering the Court's Approval of this settlement to the Administrator and Defense Counsel.

6.2 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Agreement and/or the supporting declarations and documents, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant a motion or application for approval of this Agreement or conditions its approval on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person, by telephone, and/or by email, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.3 **Submission of Settlement to LWDA.** Within five (5) business days after the execution of the Agreement and its submission to the Court for approval, Plaintiff's Counsel shall submit the Agreement to the LWDA through its on-line procedures, and shall provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Agreement.

7. SETTLEMENT ADMINISTRATION

7.1 **Selection of Administrator.** The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.3 **Administrator Duties.** In addition to all the other Administrator duties identified in this Agreement, the Administrator has the following duties and responsibilities under this Agreement: (a) preparing, printing, and mailing the Notice of PAGA Settlement and Release of Claims ("Notice") to the Aggrieved Employees in a form substantially similar to **Exhibit A** appended hereto and/or as modified and approved by the Court; (b) calculating the pro-rata share for each Aggrieved Employee based upon the PAGA Pay Periods worked in California by the Aggrieved Employee within the PAGA Period; (c) performing skip traces and/or using other more up to date technology to find current address information; (d) remailing Notices to the Aggrieved Employees following a skip trace; (e) calculating and mailing each Aggrieved Employee's Individual PAGA Payment; (f) mailing the LWDA's portion of the Net Settlement Amount; (g)

distributing the Plaintiff's Counsel Fees Payment and the Plaintiff's Counsel Litigation Expenses Payment to Plaintiff's Counsel; (h) distributing the Plaintiff Enhancement Payment to Plaintiff; (i) providing the applicable IRS 1099 forms; (j) providing a due diligence declaration for submission to the Court upon completion of the Settlement Payment distribution; (k) turning over any funds remaining in the Qualified Settlement Fund at the close of the 180-day period as a result of uncashed checks to the California State Controller: Unclaimed Property Fund in the name of the Aggrieved Employee; (l) providing Defense Counsel a copy of each Notice sent to each Aggrieved Employee identifying their individual PAGA settlement share; (m) providing Plaintiff and/or Plaintiff's Counsel and/or Rotolo Chevrolet and/or its counsel at their request, copies of any and all documents confirming the Administrator performed all duties and responsibilities as provided for in this Agreement; (n) ensuring that the Aggrieved Employees' data is properly secured to avoid a data breach or privacy violation; (o) abiding by its fiduciary duties under this Agreement; (p) responding to inquiries from Aggrieved Employees; (q) providing information to counsel as necessary and/or (r) performing other tasks as the Parties mutually agree. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) business days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced and requested by the Aggrieved Employee prior to the void date. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

8.1 Aggrieved Employee Size. The terms of this settlement and Plaintiff's agreement to enter into it were based on Rotolo Chevrolet's assertions that there are 221 allegedly Aggrieved Employees who worked approximately 6,050 PAGA Pay Periods during the PAGA Period. Throughout the PAGA Period, Defendant paid Aggrieved Employees twice a month, so Defendant's PAGA Pay Periods covered time periods which occurred twice per month throughout the PAGA Period.

9. CONTINUING JURISDICTION OF THE COURT

9.1 Continuing Jurisdiction. The Parties agree that, pursuant to Code of Civil Procedure section 664.6, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and this settlement for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.2 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including Plaintiff's Enhancement Payment, Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to

post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Rotolo Chevrolet that any of the allegations in the Operative Complaint or PAGA Notice have merit or that Rotolo Chevrolet has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Rotolo Chevrolet's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the COURT does not approve this settlement, Rotolo Chevrolet reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Rotolo Chevrolet's defenses. The settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the settlement of the Action, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

10.3 Agreement Conditioned on Court Approval. This Agreement is subject to and conditioned upon obtaining Court approval under Labor Code Section 2699. The Parties expressly acknowledge that the Court's approval of this Agreement is a condition precedent to any payments and releases described in this Agreement.

10.4 Attorney Authorization. Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Rotolo Chevrolet, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the settlement, or on any modification of the Agreement that may become necessary to implement the settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.7 No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Rotolo Chevrolet nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court as necessary. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.12 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.13 No Public Comment. Plaintiff and Plaintiff's Counsel will not make any public disclosure of the settlement or this Agreement, except through the public filing for Court approval of this Agreement, until after the Court enters an order approving the settlement and judgment. The Parties will use their best efforts to reach agreement on all Court filings.

10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Thiago M. Coelho
Jesenia A. Martinez
Wilshire Law Firm, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017

To Rotolo Chevrolet:

Lonnie D. Giamela
Alvin Y. Okoreeh
Fisher & Phillips, LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Voiding the Settlement. A failure of the Court to approve this Settlement, after the Parties cooperated in good faith to implement this Settlement pursuant to Section 10.5 above, shall render the entire Settlement voidable and unenforceable as to Plaintiff and Rotolo Chevrolet, at the option of Plaintiff or Rotolo Chevrolet.

10.19 Integration Clause. This Agreement regarding settlement of Plaintiff's Action contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and prior or contemporaneous written agreements are merged herein. No rights hereunder may be waived except in writing.

10.20 Invalidity of Any Provision; Severance. If any provision, term, section, or paragraph of this Agreement shall be found to be invalid, illegal or unenforceable, all remaining provisions, terms, sections, or paragraphs shall continue in full force and effect and remain binding on all Parties. If any provision, term, section or paragraph of this Agreement is determined to be unenforceable, such provision, term, section or paragraph shall be modified so that the unenforceable provision, terms, section or paragraph is enforceable to the extent possible while maintaining the objective intent of the Agreement.

10.21 Breach. In the event of a breach of any provision of this Agreement, any Party reserves the right to institute an action specifically to enforce any term of this Agreement or seek damages for breach. In an action to enforce any term of this Agreement or to seek damages for

breach of this Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

10.22 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation of the Action shall be stayed, except to effectuate the terms of this Agreement. Further, that pursuant to Code of Civil Procedure section 583.330, upon signing of this Agreement, the date to bring this case to trial under Code of Civil Procedure section 583.310 is extended for the entire period of this settlement process.

10.23 Voluntary Agreement. The Parties expressly declare and represent that they have read this Agreement and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained herein. The Parties further expressly declare and represent that they understand the content and effect of this Agreement and that they approve and accept the terms and conditions contained herein, and that the Agreement is executed freely and voluntarily.

PLAINTIFF

Dated: 4/13/2026

Signed by:

433A88507E64469...
Abraham Maldonado, Plaintiff

ROTOLO CHEVROLET, INC.

Dated: 4/15/2026

By: Michael Caposio
Name: Michael Caposio
Title: Authorized Representative of
Rotolo Chevrolet, Inc.

EXHIBIT A

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ABRAHAM MALDONADO, individually, and
on behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

vs.

ROTOLO CHEVROLET, INC., a California
Corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2435646

**NOTICE OF PAGA SETTLEMENT AND
RELEASE**

**[INSERT AGGRIEVED EMPLOYEE NAME
AND ADDRESS]**

Dear [insert aggrieved employee name]:

1. The enclosed check is your proportionate share of a court-approved representative action settlement between Plaintiff Abraham Maldonado (“Plaintiff”) and Defendant Rotolo Chevrolet, Inc. (“Rotolo Chevrolet” and/or “Defendant”). Plaintiff filed a lawsuit against Defendant as the representative of the State of California and Defendant’s other current and former non-exempt employees who performed work in California as non-exempt employees for Defendant at any time from November 27, 2023, through November 27, 2025. The lawsuit was filed in San Bernardino County

1 Superior Court Case No. CIVSB2435646. Plaintiff asserted claims against Defendant under California
2 Labor Code section 2698, *et seq.*, also known as the California Private Attorneys General Act
3 (“PAGA”), based on the following alleged actions disputed by Defendant: failure by Defendant to pay
4 all wages due for all hours worked, including, but not limited to, failure to pay minimum wage, straight
5 time and/or overtime; failure to provide meal periods in conformance with the law and failure to keep
6 accurate records of meal periods; failure to provide rest periods in conformance with the law; failure to
7 pay all wages due at termination; failure to provide legally compliant wage statements; and failure to
8 reimburse for necessary business expenses. Plaintiff contends Defendant violated the following
9 California Labor Code sections 201, 202, 203, 204, 207, 210, 226, 226.3, 226.7, 246, 510, 1174, 1174.5,
10 1194, 1197, 1197.1, 1198, 2699, *et seq.*, and 2802, and the applicable IWC Wage Orders. Defendant
11 denies that it violated the law in any way but agreed to enter into a settlement to avoid the cost and
12 disruption of litigation.

13 As a current or former non-exempt employee who performed work in California for Defendant at
14 any time from November 27, 2023, through November 27, 2025 (“**PAGA Period**”), you are covered by this
15 settlement. Per the Court’s final judgment in this case, all people covered by the settlement have released
16 any and all claims against Defendant and its past and present officers, directors, shareholders, owners,
17 current and former managerial employees, agents, representatives, members, attorneys, insurers, re-insurers,
18 assigns, affiliates, successors and predecessors, and/or any other entity alleged to be a joint employer or
19 jointly liable with Rotolo Chevrolet (“**Released Parties**”) for civil penalties under PAGA arising from the
20 alleged violations of Labor Code §§201, 202, 203, 204, 207, 210, 226, 226.3, 226.7, 246, 510, 1174, 1174.5,
21 1194, 1197, 1197.1, 1198, 2699, *et seq.*, and 2802 and the applicable IWC Wage Orders (“**Released**
22 **Claims**”). This means you are not able to pursue a PAGA lawsuit against Defendant or the Released Parties
23 based on such Released Claims. The only individual claims that have been released are those of Plaintiff, no
24 other individual claims are released.

25 The enclosed check is your share of the settlement. The payment amount was calculated based on
26 the number of pay periods you worked for Defendant as a non-exempt employee during the PAGA Period.
27 Because this calculation was approved by the Court, the amount of your payment is final and cannot change.
28

Enclosed with your check is an IRS Form 1099, if applicable. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax accountant with regard to any questions that you may have concerning any taxes that may be due. Further, you are bound by the settlement and release of claims based on the Court's final judgment whether or not you cash or deposit the enclosed check. Please cash or deposit the check on or before its printed void date. Checks will not be reissued after the void date.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Settlement Administrator at _____. Please note that the Settlement Administrator cannot provide tax advice.