ADDENDUM TO THE STIPULATION AND CLASS ACTION SETTLEMENT

AGREEMENT

Plaintiff Wyatt Coppernoll, as an individual and on behalf of persons who do not opt out of the Settlement ("Participating Class Members"), as provided for in the Parties' Stipulation and Class Action Settlement Agreement ("Agreement"), and Defendants Hamcor, Inc. d/b/a Dublin Toyota, 6450 Motors LLC d/b/a Dublin Hyundai, Nisdat, LLC d/b/a Dublin Nissan, Cornelius Bros., LLC d/b/a Dublin Volkswagen, and Turin Dublin, LLC d/b/a Dublin Fiat (collectively "Defendants") (collectively, the "Parties) hereby enter into the following Second Addendum To The Stipulation And Class Action Settlement Agreement ("Second Addendum") that they previously executed in the civil action pending in the Superior Court of California, County of Alameda Case No. RG16843171. This Addendum, as with the Agreement is subject to the approval of the Superior Court.

WHEREAS, on May 23, 2018, the Parties entered into a Stipulation and Class Action Settlement Agreement ("Agreement");

WHEREAS, on July 10, 2018, the Parties entered into an Addendum to the Stipulation and Class Action Settlement Agreement ("First Addendum");

WHEREAS, on August 22, 2018, the Court issued a Tentative Order approving the Parties' Class and Collective Action Settlement subject to certain revisions being made to the Stipulation And Class Action Settlement Agreement and Notice of Class and Collective Action Settlement;

THEREFORE, the Parties hereby add to the Agreement as follows, in the form of a binding Second Addendum:

PROVISIONS

- Terms used in this Addendum are as defined in the Agreement.
- 2. The Parties agree to replace Paragraph E(2) of the Agreement with the following:
 - 2. Opt-Out Procedure. Unless a Class Member opts out of the Settlement described in this Agreement, he or she shall be a Participating Class Member and shall be bound by the terms and conditions of this Agreement, and shall also be bound by the State Court's Order(s) enjoining all Participating Class Members from pursuing, or seeking to reopen, any of the Released Claims against the Released Parties. Absent good cause found by the Court, a Class Member will not be entitled to opt out of the Settlement established by

this Agreement unless he or she makes an Opt-Out Request. An Opt-Out Request must be: (i) made in writing; (ii) signed by the Class Member seeking exclusion from the Settlement; and (iii) mailed to the Settlement Administrator so that it is postmarked on or before the expiration of the Opt-Out Period. The Opt-Out Request must contain the name, address, and last four digits of his or her Social Security Number and state in substance that the person requests exclusion from the Class and do not wish to take part in the Settlement. The Opt-Out Request must be completed by the Class Member seeking exclusion from the Settlement. No other person may opt out for a Class Member. Any Class Member who properly opts out of the Class using this procedure will not be entitled to any payment from the Settlement Fund and will not be bound by the Settlement or have any right to object, appeal or comment thereon.

- 3. The Parties agree to replace Paragraph E(2)(a) of the Agreement with the following:
 - Upon receipt of any Opt-Out Request within the Opt-Out Period, the Settlement Administrator shall review the request to verify the information contained therein, and to confirm that the request complies with the requirements of this Agreement. Member who fails to submit a timely, complete and valid Opt-Out Request (i.e., a Deficient Opt-Out Request) shall be contacted by the Settlement Administrator via telephone and U.S. mail to inform the Class Member of the Deficient Opt-Out Request. The Class Member shall have until the end of the Opt-Out Period to resubmit a compliant Opt-Out Request or be barred from opting out of this Agreement or the Settlement absent a finding of good cause by the Court. It shall be conclusively presumed that, if an Opt-Out Request is not postmarked on or before the end of the Opt-Out Period or is not sent to the Settlement Administrator, the Class Member did not make the request in a timely or valid manner. Within five (5) days after the close of the Opt-Out Period, the Settlement Administrator will send all Opt-Out Requests to Class Counsel and Defense Counsel. If the Settlement Administrator receives an Opt-Out Request after the close of the Opt-Out Period but before the date of Final Approval, the Settlement Administrator shall provide that Opt-Out Request to Class Counsel and Defense Counsel immediately. Per the Court's Procedural Guidelines for Preliminary Approval of Class Action Settlements, Class Counsel will then file with the Court a packet with all Opt-Out Requests and Objections. Class Counsel will also file with the Court any subsequent Opt-Out Requests received after the original packet has been filed.
- 4. The Parties agree to replace Paragraph E(4) of the Agreement with the following:
 - 4. Objections To Settlement. Any Participating Class Member may object to the Settlement. To object, a Participating Class Member must submit a written objection. If a Participating Class Member wishes to attend the Final Approval Hearing he/she must state in writing their intent to appear at the Final Approval Hearing and notify the Court of their intent to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before the end of the Opt-Out Period. An objection must state all of the

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1 specific grounds on which it is being made and all of the supporting facts. Only Participating Class Members may object to the Settlement. 2 If a Class Member submits both a timely Opt-Out Request and an objection(s), then the Opt-Out Request will be considered valid, and 3 the Class Member will not be considered a Participating Class Member with standing to object to the Settlement. If a Class Member objects to the Settlement, and it is overruled at the Settlement Hearing, that Class 4 Member will still be bound by the Settlement and issued a Settlement 5 Check. A Class Member will not be able to opt out of this Settlement if he/she cashes his/her check. Within five (5) days after the close of the Opt-Out Period, the Settlement Administrator will send all 6 Objections to Class Counsel and Defense Counsel. If the Settlement 7 Administrator receives an Objection after the close of the Opt-Out Period but before the date of Final Approval, the Settlement 8 Administrator shall provide that Objection to Class Counsel and Defense Counsel immediately. Per the Court's Procedural Guidelines for Preliminary Approval of Class Action Settlements, Class Counsel will then file with the Court a packet with all Opt-Out Requests and Objections. Class Counsel will also file with the Court any subsequent 10 Objections received after the original packet has been filed. Class Counsel and Defendants' Counsel may, at least five (5) days before the 11 Settlement Hearing (or as otherwise scheduled by the State Court), file 12 responses to any written objections. 5. The Parties agree to replace "The Impact Fund" with "Legal Aid at Work" on Page 13 24, Line 5 (contained within Paragraph E(5)(b)) of the Agreement. 14 6. All other provisions contained in the Agreement shall remain "as is," and continue in 15 full force and effect. 16 IT IS SO AGREED: 17 18 19 By: Wyatt Coppernoll 20 Plaintiff/Class Representative 21 HAMCOR, INC. D/B/A DUBLIN TOYOTA 22 By: 23 M. Gregg McKerroll Chief Financial Officer and Secretary 24 25 **MOTORS** 6450 LLC D/B/AHYUNDAI 26 27 M. Gregg McKerroll

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specific grounds on which it is being made and all of the supporting 1 facts. Only Participating Class Members may object to the Settlement. If a Class Member submits both a timely Opt-Out Request and an 2 objection(s), then the Opt-Out Request will be considered valid, and 3 the Class Member will not be considered a Participating Class Member with standing to object to the Settlement. If a Class Member objects to the Settlement, and it is overruled at the Settlement Hearing, that Class 4 Member will still be bound by the Settlement and issued a Settlement 5 Check. A Class Member will not be able to opt out of this Settlement if he/she cashes his/her check. Within five (5) days after the close of 6 the Opt-Out Period, the Settlement Administrator will send all Objections to Class Counsel and Defense Counsel. If the Settlement 7 Administrator receives an Objection after the close of the Opt-Out Period but before the date of Final Approval, the Settlement Administrator shall provide that Objection to Class Counsel and Defense Counsel immediately. Per the Court's Procedural Guidelines for Preliminary Approval of Class Action Settlements, Class Counsel 9 will then file with the Court a packet with all Opt-Out Requests and 10 Objections. Class Counsel will also file with the Court any subsequent Objections received after the original packet has been filed. Class 11 Counsel and Defendants' Counsel may, at least five (5) days before the Settlement Hearing (or as otherwise scheduled by the State Court), file 12 responses to any written objections. 13 The Parties agree to replace "The Impact Fund" with "Legal Aid at Work" on Page 14 24, Line 5 (contained within Paragraph E(5)(b)) of the Agreement. 15 All other provisions contained in the Agreement shall remain "as is," and continue in full force and effect. 16 IT IS SO AGREED: 17 18 19 20 Wyatt Coppernoll Plaintiff/Class Representative 21 HAMCOR, INC. D/B/A DUBLIN TO 22 23 M. Gregg McKerroll Chief Financial Officer and Secretary LLC D/B/A MOTORS 6450 HYUNDAI

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1		Chief Financial Officer and Secretary
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3	Dated: 12018	By: // // // // // // // // // // // // //
4	Dated, 2010	M. Gregg McKerroll Chief Financial Officer and Secretary
5		CORNELIUS BROS., LLC D/B/A DUBLIN
6	Λ	VOLKSWAGEN
7	Dated:	By: ////
8	Dated. 11/1/2016	M. Gregg McKerroll Chief Rinancial Officer and Secretary
9		Cilier remaindar Officer and Boorotary
10		TURIN DUBLIN, LLC D/B/A DUBLIN FIAT
11	Dated:	- 11/12/15/14/1
12	Dated:	M. Gregg McKerroll
13		Chief Financial Officer and Secretary
14	APPROVED AS TO FORM:	
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16		HOYER & HICKS
17	Dated: Argust 27, 2018	By:
18		Richard Hoyer Ryan Hicks
19		Counsel for Plaintiff and the Class
20		LITTLER MENDELSON, P.C.
21	nalm	Jaght -
22	Dated:, 2018	By: Joshua Cliffe
23		Perry Miska Counsel for Defendants
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