

Richard A. Hoyer (SBN 151931)
rhoyer@hoyerlaw.com
Ryan L. Hicks (SBN 260284)
rhicks@hoyerlaw.com
HOYER & HICKS
4 Embarcadero Center, Suite 1400
San Francisco, CA 94111
Tel.: (415) 766-3539
Fax: (415) 276-1738

Walter L. Haines (SBN 71075)
whaines@uelglaw.com
UNITED EMPLOYEES LAW GROUP, P.C.
5500 Bolsa Ave., Suite 201
Huntington Beach, CA 92649
Tel.: (562) 256-1047
Fax: (562) 256-1006

Attorneys for Plaintiff
WYATT COPPERNOLL

JOSHUA J. CLIFFE, (SBN 215390)
jcliffe@littler.com
PERRY K. MISKA, (SBN 299129)
pmiska@littler.com
LITTLER MENDELSON, P.C.
333 Bush Street
34th Floor
San Francisco, CA 94104
Telephone: 415.433.1940
Facsimile: 415.399.8490

Attorneys for Defendant
HAMCOR, INC.

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

WYATT COPPERNOLL on behalf of all
Aggrieved Employees and the state of
California,

Plaintiff,

vs.

HAMCOR INC. and DOES 1-25,

Defendants,

Case No. RG16843171

**ASSIGNED FOR ALL PURPOSES TO
JUDGE BRAD SELIGMAN
DEPARTMENT 23**

**STIPULATION AND CLASS ACTION
SETTLEMENT AGREEMENT**

Action Filed: March 22, 2017
No Trial Date Set

Case No. RG16843171

1
2 This Class Action Settlement Agreement And Stipulation is entered into by and between
3 Named Plaintiff Wyatt Coppernoll (“Named Plaintiff”), as an individual and on behalf of persons
4 who do not opt out of the this Settlement (“Participating Class Members”), as provided for in this
5 Agreement, and Defendants Hamcor, Inc. d/b/a Dublin Toyota (“Named Defendant”), 6450 Motors
6 LLC d/b/a Dublin Hyundai, Nisdat, LLC d/b/a Dublin Nissan, Cornelius Bros., LLC d/b/a Dublin
7 Volkswagen, and Turin Dublin, LLC d/b/a Dublin Fiat (collectively “Defendants”).

8 NOW THEREFORE, in consideration of the promises and warranties set forth below, and
9 intending to be legally bound and acknowledging the sufficiency of the consideration and
10 undertakings set forth below, the Named Plaintiffs, individually and on behalf of the Participating
11 Class Members, and Defendants agree that the Actions (as defined below) shall be, and are finally
12 and fully compromised and settled on the following terms and conditions:

13 **A. BACKGROUND TO SETTLEMENT**

14 1. On October 13, 2016, Named Plaintiff filed a hybrid Fair Labor Standards Act, 29
15 U.S.C. § 201, *et. seq.* (“FLSA”) collective action and Rule 23 class action (*i.e.*, the “Federal Action,”
16 as defined below) in the U.S. District Court, Northern District of California on behalf of all current
17 and former non-exempt technicians who were paid on a piece rate and/or hourly plus production
18 bonus basis and employed by Defendants from October 13, 2012 to the present for the putative class
19 and October 12, 2013 to the present for the putative collective. The Complaint alleged: (1) failure to
20 pay regular and overtime wages for all hours worked under the FLSA; (2) failure to pay minimum
21 wages under the Labor Code; (3) failure to pay overtime wages under the Labor Code; (4) failure to
22 authorize, permit, or make available meal periods and rest periods under the Labor Code; (5) failure
23 to timely pay final wages under the Labor Code; (6) failure to provide accurate itemized wage
24 statements under the Labor Code; and (7) violations of the California Business and Professions
25 Code.

26 2. Named Plaintiff subsequently filed a First Amended Complaint, adding a cause of
27 action for (8) failure to compensate for non-productive time under Labor Code 226.2. The First
28 Amended Complaint, filed on February 7, 2018, is the operative complaint in the Federal Action.

Case No. RG16843171

1
2 The Named Defendant answered the Named Plaintiff's First Amended Complaint, denying all
3 material allegations and asserting numerous affirmative defenses.

4 3. On November 16, 2016, the Named Defendant filed a motion to compel Named
5 Plaintiff to arbitrate his claims on an individual basis, or in the alternative stay the action pending
6 resolution of *Morris v. Ernst & Young*, 834 F.3d 975 (9th Cir. 2016), cert. granted (U.S. Jan. 13,
7 2017) (No.16-300) ("*Morris*") by the U.S. Supreme Court. On January 17, 2017, the Federal Court
8 denied the motion. However, recognizing the retroactive impact the U.S. Supreme Court's decision
9 in *Morris* will have on Named Defendant's motion, the Federal Court decided to limit discovery to
10 Named Plaintiff's individual claims until *Morris* is decided. The Named Defendant appealed the
11 Federal Court's decision to the Ninth Circuit Court of Appeals where it has been stayed pending
12 resolution of *Morris*. On May 21, 2018, the U.S. Supreme Court issued its opinion in *Morris*,
13 holding that class action waivers in employment arbitration agreements must be enforced under the
14 Federal Arbitration Act, and neither the Federal Arbitration Act's saving clause nor the National
15 Labor Relations Act suggest otherwise.

16 4. On December 20, 2016, the Named Plaintiff filed the instant State Action (defined
17 below) in California Superior Court, County of Alameda seeking penalties under the California
18 Private Attorneys' General Act ("PAGA") for the same Labor Code violations alleged in Named
19 Plaintiff's Federal Action. Plaintiff seeks to represent allegedly aggrieved technicians employed by
20 Defendant. The Named Defendant answered the Named Plaintiff's Complaint, denying all material
21 allegations and asserting numerous affirmative defenses.

22 5. The Parties (defined below) engaged in an extensive pre-certification, voluntary
23 exchange of information, including the exchange of documents and voluminous personnel and
24 payroll data. The Parties additionally each conducted independent investigations and fact-finding,
25 including the deposition of Defendant's Person Most Knowledgeable.

26 6. Defendants deny that they engaged in any misconduct in connection with their wage-
27 and-hour practices, and further deny that they have any liability or engaged in wrongdoing of any
28 kind associated with the claims alleged in the Actions as to the Named Plaintiff or any Class

Member (defined below). Defendants contend that they have complied at all times with both federal and state wage-and-hour laws, and all other laws regulating the employer-employee relationship, in connection with the employment of the Named Plaintiff and the Class (defined below).

7. On April 16, 2018, Defendants, Defendants' Counsel (defined below), the Named Plaintiff, and Class Counsel (defined below), on behalf of the Named Plaintiff and the putative class, participated in a mediation before Michael Loeb, Esq., a highly-respected neutral mediator in San Francisco, California, who specializes in wage and hour mediations, in an attempt to mediate and resolve all disputes related to the Actions. With Mediator Loeb's assistance, the Parties agreed, subject to dismissal of the Federal Action without prejudice and approval by the State Court, to a Settlement (defined below) of the Actions. The Parties further agreed to enter into this Agreement (defined below) to memorialize their settlement of the Actions.

8. Defendants provided Class Counsel with extensive authenticated data regarding the Class and the allegations in the Actions, primarily before the Settlement. Class Counsel carefully investigated the facts relating to the Actions. Class Counsel is of the opinion that the Settlement documented by this Agreement is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and circumstances (based on all of the information obtained during the course of formal discovery and the Parties' extensive voluntary exchange of information), including the risk of significant delay, defenses asserted to the merits and any class action treatment of this Actions, uncertainties in the law, and the numerous potential appellate issues. While Defendants specifically deny all liability in the Actions, Defendants have agreed to enter into this Settlement to avoid the cost and business disruption associated with further defending the Actions.

B. DEFINITIONS

1. "Actions" refers to the Federal Action and State Action collectively.
2. "Agreement" means this Stipulation and Class Action Settlement Agreement.
3. "And/or" means both "and" and "or" and shall be interpreted broad by both conjunctively and disjunctively, and applied both together and separately.

1
2 4. “Claims” means any and all charges, claims, causes of action, actions, lawsuits,
3 demands, complaints, liabilities, obligations, requests for reimbursement, penalties, fines, promises,
4 agreements, controversies, damages, rights, offsets, liens, attorneys’ fees, costs, expenses, losses,
5 debts, interest, penalties, and fines of any kind, whether known or unknown.

6 5. “Class” means the class to be conditionally certified for settlement purposes only as
7 all persons who worked in California at least one day during the Class Period as a technician paid on
8 a piece-rate basis and/or hourly plus production bonus basis for Hamcor, Inc. d/b/a Dublin Toyota,
9 6450 Motors LLC d/b/a Dublin Hyundai, Nisdat, LLC d/b/a Dublin Nissan, Cornelius Bros., LLC
10 d/b/a Dublin Volkswagen, and/or Turin Dublin, LLC d/b/a Dublin Fiat.

11 6. “Class Counsel” means Richard Hoyer, Esq. and Ryan Hicks, Esq. of Hoyer & Hicks,
12 and Walter Haines, Esq. of United Employees Law Group, P.C., and all other attorneys at such
13 firms, and any other attorney or law firm added to or duly substituted in place of them or any of
14 them in the Actions.

15 7. “Class Counsel’s Fees and Expenses” means the amount awarded to Class Counsel by
16 the State Court to compensate them for their fees in prosecuting the Actions, not to exceed \$170,000
17 plus reasonable costs actually incurred, as determined by the State Court.

18 8. “Class Members” means all individuals within the definition of the Class.

19 9. “Class Notice” means the Notice of Class Action Settlement in a form substantially
20 similar to the notice attached as Exhibit A hereto, which is to be presented to and approved by the
21 State Court.

22 10. “Class Period” means the period beginning on October 13, 2012 and ending on the
23 date the State Court files its Preliminary Approval Order.

24 11. “Class Position” means a piece rate or hourly plus production bonus service and/or
25 repair center technician position of employment with Hamcor, Inc. d/b/a Dublin Toyota, 6450
26 Motors LLC d/b/a Dublin Hyundai, Nisdat, LLC d/b/a Dublin Nissan, Cornelius Bros., LLC d/b/a
27 Dublin Volkswagen, or Turin Dublin, LLC d/b/a Dublin Fiat during the Class Period.

28 12. “Class Representative” means Named Plaintiff Wyatt Coppernoll.

1
2 13. “Class Representative Payment” means the incentive award made to Wyatt
3 Coppernoll in his capacity as Class Representative and as consideration for the individual release of
4 claims described in this Agreement, not to exceed \$10,000, as determined by the State Court.

5 14. “Defendants” means Hamcor, Inc. d/b/a Dublin Toyota, 6450 Motors LLC d/b/a
6 Dublin Hyundai, Nisdat, LLC d/b/a Dublin Nissan, Cornelius Bros., LLC d/b/a Dublin Volkswagen,
7 and Turin Dublin, LLC d/b/a Dublin Fiat, as will be alleged in Plaintiff’s Second Amended
8 Complaint in the State Action.

9 15. “Defendants’ Counsel” means Littler Mendelson, A Professional Corporation, and
10 any other attorney or law firm added or duly substituted in place of it in the Actions.

11 16. “Effective Date” of this Agreement means the date defined in Paragraph F(9).

12 17. “Federal Action” refers to the civil action that originally commenced on October 13,
13 2016 against Defendant Hamcor, Inc. d/b/a Dublin Toyota in the U.S. District Court of California,
14 Northern District of California, Case No. 3:16-cv-05936-WHA, entitled *Wyatt Coppernoll, on behalf*
15 *of all others similarly situated, Plaintiff v. Hamcor, Inc., Defendant*.

16 18. “Final Approval Hearing Date” means the date set by the State Court for the
17 Settlement Hearing.

18 19. “Federal Court” means the U.S. District Court of California, Northern District of
19 California where the Federal Action was filed.

20 20. “Final Order” means the proposed order granting final approval of the Parties’
21 Settlement.

22 21. “Final Judgment” means the final judgment entered by the State Court.

23 22. “Mailing Date” means the date that the Settlement Administrator initially mails by
24 Regular United States Mail the Class Notice to Class Members.

25 23. “Named Plaintiff” means Plaintiff Wyatt Coppernoll.

26 24. “Net Settlement Fund” means the Settlement Fund available for distribution to
27 Participating Class Members after deduction of (1) Class Counsel’s Fees and Expenses, (2) the Class
28 Representative Payments, (3) all costs of administering the settlement, (4) the payment to the

California Labor and Workforce Development Agency (“LWDA”), and (5) all other costs associated with the Settlement.

25. “Notice of Final Approval” means a postcard or similar notice entitled “Notice of Final Approval of Settlement and Entry of Judgment” to be approved by the Court, substantially in the for attached hereto as Exhibit B. This Notice of Final Approval shall constitute notice of the Judgment pursuant to California Rule of Court 3.771 and CCP § 663.

26. “Opt-Out Request” means a written request from a Class Member which meets the requirements of Paragraph E(2).

27. “Parties” means the Named Plaintiff individually and on behalf of all Class Members, and the Defendants.

28. “Participating Class Member” means each Class Member who has not timely opted out of this Settlement pursuant to Paragraph E(2) of this Agreement.

29. “Participating Class” means all Participating Class Members.

30. “Preliminary Approval Order” means an order from the State Court preliminarily approving this Agreement and the notice process described herein.

31. “Released Claims”

a. Any and all Claims arising on or before the date on which the State Court enters an order of preliminary approval regarding this Settlement that relate to, are based on, or arise out of the facts and Claims alleged or litigated in the Actions including, but not limited to, claims for failure to pay compensation for all hours worked, failure to pay for all non-productive time, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay for rest breaks, failure to pay straight time and overtime (as a result of the Alternative Workweek Schedule), failure to pay minimum wage, failure to comply with wage statement requirements, waiting time penalties, violations of IWC Wage Orders and Labor Code sections 200, 201, 201.5, 202, 203, 204, 210, 221, 222, 223, 226, 226.2, 226.2, 226.7, 510, 512, 518, 558, 1174, 1174.5, 1175, and 1194, violations of the federal Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, 211, and its regulations, and

violations of Business and Professions Code sections 17200, *et seq.* and Labor Code sections 2698, *et seq.*

b. The doctrines of res judicata, claim preclusion, issue preclusion, and collateral estoppel shall fully and broadly apply to Released Claims and the release in this Settlement to the greatest effect and extent permitted by law.

c. With respect to the Named Plaintiff, Released Claims shall include all Claims, whether known or unknown, the Named Plaintiff may have against Released Parties on or before the Effective Date.

32. “Released Parties” shall mean 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 and all of their respective past or present subsidiaries, parent companies, affiliated and related corporations, divisions, partnerships, corporations in common control, successors or assigns, and all past and present officers, directors, members, shareholders, partners, agents, insurers, employees, attorneys, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns of any of the foregoing entities referred to in this Paragraph (all of whom are expressly deemed to be third party beneficiaries of this Agreement).

33. “Settlement” means the settlement of the Actions and related Claims effectuated by this Agreement.

34. “Settlement Administrator” shall mean a neutral third-party administrator that shall be chosen by the Named Defendant (subject to the consent of Class Counsel, which consent shall not be unreasonably withheld) and approved by the Court. The Settlement Administrator chosen by the Named Defendant and Class Counsel is CPT Group.

35. “Settlement Fund” means Five Hundred Ten Thousand Dollars and No Cents (\$510,000.00) to be paid by Defendants pursuant to this Agreement and available to pay all amounts provided for under this Agreement, including (1) Class Counsel’s Fees and Expenses; (2) the Class Representative Payments; (3) all costs of administering the Settlement; (4) payment to the LWDA;

(5) all other costs associated with the Settlement; and (6) all Settlement Payments to Participating Class Members.

36. “Settlement Hearing” means the hearing on the Final Approval Hearing Date at which the State Court shall determine whether to fully and finally approve the fairness and reasonableness of this Agreement, and enter an order permanently enjoining all Participating Class Members from pursuing, or seeking to reopen, any of the Released Claims.

37. “Settlement Payment” means the payment made to each Participating Class Member pursuant to this Agreement. The Settlement Payment is subject to withholding of federal, state and local income taxes, unemployment insurance taxes, California Employment Training Tax, and FICA, Medicare and State Disability taxes, as stated in Paragraph D(3).

38. “Settlement Percentage” means, for each Participating Class Member, the fraction obtained by dividing each Participating Class Member’s number of Workweeks by the total number of Workweeks of all Participating Class Members, with that fraction multiplied by the Net Settlement Fund.

39. “Settlement Proceeds Distribution Deadline” means the first regular business date that is ten (10) days after the Effective Date.

40. “State Action” refers to the civil action that originally commenced on December 20, 2016 against the Named Defendant in the Superior Court of California, County of Alameda, Case No. RG16843171, entitled *Wyatt Coppernoll, on behalf of all Aggrieved Employees and the state of California, Plaintiff v. Hamcor, Inc. and Does 1-25, Defendants*.

41. “State Court” means the Superior Court of California, County of Alameda.

42. “Workweeks” or “Weeks Worked” means the number of full weeks in which a Class Member performed work in a Class Position during the Class Period, as regularly recorded by Defendants’ timekeeping systems then in effect.

C. RELEASE PROVISIONS

1. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued

1
2 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they
3 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
4 pursuant to any statute or any other applicable laws, regulations or legal requirements; violated any
5 public policy; breached any contract, violated or breached any duty; engaged in any
6 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Named
7 Plaintiff or any Class Member. Neither this Agreement, nor any of its terms or provisions, nor any
8 of the negotiations connected with it, nor the Memorandum of Understanding dated April 16, 2018
9 and signed by the Parties on that date shall be construed as an admission or concession by
10 Defendants of any such violations or failures to comply with any applicable law or public policy.
11 Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its
12 terms and provisions shall not be offered or received as evidence in any action or proceeding to
13 establish any liability or admission on the part of Defendants or to establish the existence of any
14 condition constituting a violation of, or a non-compliance with, federal, state, local or other
15 applicable law or public policy.

16 2. Conditional Nature Of Class Settlement. For settlement purposes *only*, the Parties
17 agree that the Class may be certified in the State Action. In support of this Agreement, Named
18 Plaintiff or the Parties jointly will request that the State Court certify for settlement purposes the
19 Class as to all Claims that have been asserted or which are additionally sought to be asserted in the
20 Actions as part of this Agreement.

21 a. The Parties intend their Settlement to be contingent upon the preliminary and
22 final approval of each and every term of this Agreement, without material or substantive
23 modification, unless the Parties agree to such modification. If the Federal Court does not dismiss the
24 Federal Action without prejudice and the State Court does not so approve this Agreement, the Parties
25 intend this Agreement to become null and void, and unenforceable, in which event the settlement
26 terms set forth herein, including any modifications made with the consent of the Parties, and any
27 action taken or to be taken in connection with this Agreement shall be terminated and shall become
28

1
2 null and void and have no further force or effect, and the Class certified pursuant to this Agreement
3 will be decertified for all purposes.

4 b. In the event that the Federal Court does not dismiss the federal Action without
5 prejudice, the State Court does not grant preliminary or final approval of the Parties' Settlement, or
6 in the event that this Agreement shall terminate or the Settlement embodied herein does not become
7 effective for any reason, the Agreement and all negotiations, court orders and proceedings relating
8 thereto shall be without prejudice to the rights of the Named Plaintiff, Class Members and
9 Defendants, each of whom shall be restored to her/their/its respective positions existing prior to the
10 execution of this Agreement, and evidence relating to the Agreement and all negotiations shall not
11 be discoverable or admissible in the Actions or any other litigation. Defendants do not waive, and
12 instead expressly reserves, its rights to challenge the propriety of class certification for any purpose
13 should the State Court not grant preliminary or final approval of the Parties' Settlement.

14 c. If the State Court grants preliminary approval but does not grant final
15 approval of the Parties' Settlement, then neither this Agreement, the Preliminary Approval Order,
16 nor any other document in any way relating to the Agreement or Settlement may be relied upon,
17 referred to or used in any way for any purpose in connection with any further proceedings in this or
18 any related action, including class certification proceedings. Defendants do not waive, and instead
19 expressly reserve, their right to challenge the propriety of class certification or the inclusion of 6450
20 Motors LLC d/b/a Dublin Hyundai, Nisdat, LLC d/b/a Dublin Nissan, Cornelius Bros., LLC d/b/a
21 Dublin Volkswagen, and Turin Dublin, LLC d/b/a Dublin Fiat for any purpose should the State
22 Court not grant final approval of the Parties' Settlement.

23 3. Dismissal of Federal Action and Filing of Second Amended Complaint in State
24 Action. The Parties agree that the Named Plaintiff will first file a Request for Dismissal Without
25 Prejudice in the Federal Action to effectuate this Agreement and the contemplated Settlement. The
26 Parties agree that the Named Plaintiff will then file a Second Amended Complaint in the State
27 Action to effectuate this Agreement and the contemplated Settlement. Defendants will review and
28 stipulate to the filing of a Second Amended Complaint which effectuates this Agreement. The

1
2 proposed Second Amended Complaint shall: 1) add all of the Named Plaintiff's individual, class and
3 collective claims asserted in his Federal Action; 2) allege the Named Plaintiff's allegations with
4 greater specificity, including but not limited to adding specific allegations regarding an allegedly
5 inappropriate Alternative Workweek Schedule and Class Members being required to work through
6 meal and rest breaks; and 3) add as named defendants the following entities: 6450 Motors LLC d/b/a
7 Dublin Hyundai, Nisdat, LLC d/b/a Dublin Nissan, Cornelius Bros., LLC d/b/a Dublin Volkswagen,
8 and Turin Dublin, LLC d/b/a Dublin Fiat.

9 4. Dismissal of Claims. Subject to final State Court approval and the conditions
10 specified in this Agreement, and in consideration of the mutual covenants and promises set forth
11 herein, the Named Plaintiff, and all Participating Class Members, shall dismiss with prejudice all
12 Released Claims, to the greatest extent permitted by law.

13 5. Release Of All Released Claims. As of the Effective Date, the Named Plaintiff, and
14 all Participating Class Members hereby do and shall be deemed to have fully, finally, and forever
15 released, settled, compromised, relinquished and discharged any and all of the Released Parties of
16 and from any and all Released Claims.

17 a. As of the Effective Date, each Participating Class Member, and all successors
18 in interest, shall be permanently enjoined and forever barred from prosecuting any and all Released
19 Claims against the Released Parties .

20 b. The Parties agree for settlement purposes only that, because the Class
21 Members are so numerous, it is impossible or impracticable to have each Class Member execute this
22 Agreement.

23 c. The Named Plaintiffs and Class Counsel represent, covenant, and warrant that
24 they have not directly or indirectly assigned, transferred, encumbered or purported to assign,
25 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
26 cause of action, or rights herein released and discharged, except as set forth herein.

27 6. General Release By The Named Plaintiff. As of the Effective Date, the Named
28 Plaintiff fully releases and discharges Defendant Hamcor, Inc. d/b/a Dublin Toyota and the other

Released Parties from any and all Claims that the Named Plaintiff now has or claims to have, or which the Named Plaintiff at any time heretofore had or claimed to have, or which the Named Plaintiff at any time hereafter may have or claim to have, arising out of or related to any act, omission, event, fact or other thing related to, or arising from his employment and/or severance of employment with Defendant Hamcor, Inc. d/b/a Dublin Toyota and/or any subsidiary or affiliated business or entity, which existed or occurred on or prior to the date on which the Court enters an order of final approval regarding this Settlement.

a. Without limiting the generality of the foregoing, and in addition to the foregoing, the Named Plaintiff specifically and expressly releases to the maximum extent permitted by law all Claims against Defendant Hamcor, Inc. d/b/a Dublin Toyota and the Released Parties occurring prior to the date on which the State Court enters an order of final approval regarding this Settlement arising out of or related to violations of any federal or state employment discrimination laws, including the California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the California Family Rights Act; the Americans with Disabilities Act; the National Labor Relations Act; the Fair Labor Standards Act, the Equal Pay Act; the Employee Retirement Income Security Act of 1974; as well as Claims arising out of or related to violations of the provisions of the California Labor Code sections 200, 201, 201.5, 202, 203, 204, 204b, 201, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 510, 512, 518, 550-552, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698, *et seq.*); the California Government Code; the California Business & Professions Code, including Business & Professions Code sections 17200, *et seq.*; state and federal wage and hour laws; breach of contract; fraud; misrepresentation; common counts; unfair competition; unfair business practices; negligence; defamation; infliction of emotional distress; invasion of privacy; assault; battery; false imprisonment; wrongful termination; and any other state or federal law, rule, or regulation.

b. This release by the Named Plaintiff is intended to settle any and all of the Released Claims, whether known or unknown, that any of them may have against the Released Parties for any acts or omissions occurring on or before the Effective Date. Therefore, as to the

Released Claims, the Named Plaintiff waives any and all rights conferred upon them under section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

In giving this release, the Named Plaintiff acknowledges that he is aware that facts may be discovered in addition to or different from those which they now know or believe to be true with respect to the subject matter of the release, but that it is his intention to, and he does hereby fully, finally, and forever settle and release any and all Released Parties from any and all Released Claims without regard to the subsequent discovery or existence of such additional or different facts.

c. As of the Effective Date, the Named Plaintiff, and all successors in interest, shall be permanently enjoined and forever barred from prosecuting any and all Released Claims against the Released Parties. Thus, subject to and in accordance with this Agreement, even if the Named Plaintiff may hereafter discover facts in addition to or different from those he now knows or believes to be true with respect to the subject matter of the Released Claims, they shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

7. Waiver of Employment/Reemployment By Named Plaintiff. As part of the full settlement of all Claims with Defendant Hamcor, Inc. d/b/a Dublin Toyota and Released Parties, the Named Plaintiff further agrees not to seek future employment, reemployment or reinstatement of employment with Defendant Hamcor, Inc. d/b/a Dublin Toyota or the Released Parties, including any of their parent, subsidiary and affiliated business entities, divisions or business units. The Named Plaintiff further agrees that Defendant Hamcor, Inc. d/b/a Dublin Toyota and the Released

Case No. RG16843171

Parties, including any of their parent, subsidiary and affiliated business entities, divisions or business units may reject without cause any application for employment that the Named Plaintiff may make, and the Named Plaintiff agrees that he shall have no legal recourse arising out of any such rejection.

8. Release of Claims By Class Counsel. Upon receipt of Class Counsel's Fees and Expenses, as ordered by the Court on final approval of the Settlement, Class Counsel shall fully and finally release Defendants and the Released Parties from any and all Claims for attorneys' fees and expenses arising from the Actions and any Claims released by the Named Plaintiff and Participating Class Members, whether known and unknown, whether under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. Class Counsel's released Claims include, but are not limited to, claims for attorneys' fees and expenses arising from or dependent on the California Civil Code, the California Labor Code; the wage orders of the California Industrial Welfare Commission; California Business and Professions Code sections 17200, *et seq.*; California Labor Code sections 2698, *et seq.*; the California common law of contract and tort, and the Fair Labor Standards Act.

9. Labor Code Sections Do Not Apply To Releases. The Parties agree that California Labor Code sections 206.5 and 2804 do not invalidate any provision of this Agreement, because among other things, the Claims and Released Claims are disputed and contested, and the Settlement was bargained for at arms' length and approved by the State Court.

D. PAYMENT PROVISIONS

1. Allocation of Settlement Fund. Subject to final approval from the State Court and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth herein, Defendants agree to make a total settlement payment under this Agreement in the amount of \$510,000, *i.e.*, the Settlement Fund. The Settlement Fund includes, but is not limited to, payments to be made for (1) Class Counsel's Fees and Expenses; (2) the Class Representative Payments; (3) all costs of administering the Settlement; (4) payment to the LWDA; and (5) all Settlement Payments to Participating Class Members. Under no circumstances shall Defendant be required to pay any amount beyond this Settlement Fund to effectuate the terms of this Agreement.

1
2 The Parties agree, subject to Court approval, that the Settlement Fund shall be apportioned as
3 follows:

4 a. At the Settlement Hearing, Class Counsel will apply to the Court for an award
5 of attorneys' fees incurred by Class Counsel in an amount not to exceed One Hundred Seventy
6 Thousand Dollars and No Cents (\$170,000.00), which equals approximately 33.333 percent of the
7 Settlement Fund, plus reasonable costs incurred. Defendants will not oppose such application.
8 These fees and costs are included in, and shall come from, the Settlement Fund. Class Counsel must
9 provide the Settlement Administrator with an IRS Form W-9 or other appropriate forms for the
10 issuance of an IRS Form 1099 misc. It is understood and agreed by the Parties, Class Counsel and
11 Defense Counsel that no amounts designated herein as Class Counsel's Fees and Expenses are
12 accessible or otherwise made available to Class Counsel until the payment amount and method are
13 agreed to by Class Counsel and the Settlement Administrator pursuant to an Attorney Fee
14 Distribution Agreement. To the extent attorneys' fees are not approved in the full amount set forth
15 above, then the amount not approved shall remain in the Net Settlement Fund for distribution to
16 Participating Class Members. Similarly, to the extent costs sought by Class Counsel are not
17 approved in their entirety, any sum not approved shall remain in the Net Settlement Fund for
18 distribution to Participating Class Members. Except as provided in this Paragraph, upon final
19 approval of the Settlement, each Party shall bear his/their or its own attorneys' fees, costs, and
20 expenses incurred in the prosecution, defense, and settlement of the Actions. The Parties do not
21 intend approval of this Settlement to be contingent upon the Court's award of attorneys' fees and/or
22 costs, in any amount, to Class Counsel. Nothing precludes Class Counsel, however, from appealing
23 the Court's decision relating to Class Counsel's Fees and Expenses.

24 b. At the Settlement Hearing, Class Counsel will apply to the State Court for a
25 Class Representative Payment for the Named Plaintiff's services and for assuming the risks
26 associated with this litigation and also as consideration for his individual release. Defendant will not
27 oppose such application. Any Class Representative Payment is included in, and shall come from, the
28 Settlement Fund. Any Class Representative Payment approved by the Court pursuant to this

Paragraph and made to the Named Plaintiff shall be allocated and treated as 1099 income. If the Court approves and awards a Class Representative Payment in an amount less than \$10,000.00 set forth herein, the amount not approved shall remain in the Net Settlement Fund for distribution to Participating Class Members.

c. An amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) shall be paid to the State of California LWDA. This amount is 75% of the \$10,000 that the Parties have agreed is to be paid in settlement of all Claims for civil penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA").

d. Subject to Court approval, an amount of Fifteen Thousand Dollars and No Cents (\$15,000.00) will be set aside from the Settlement Fund to cover any of the Settlement Administrator's costs of administering the Settlement. If the actual costs of administration are less than \$15,000, the remainder will be made part of the Net Settlement Fund and distributed to the Participating Class Members.

e. After deducting the amounts specified in Paragraphs D(1)(a)-D(1)(d), above, from the Settlement Fund each Participating Class Member shall be entitled to a pro rata portion of the Net Settlement Fund. Individual Settlement Payments shall be awarded to Participating Class Members from the Net Settlement Fund based on the number of Weeks Worked, as a fraction of the total Weeks Worked of all Participating Class Members.

f. The Parties acknowledge and agree that the formula used to calculate Settlement Payments does not imply that all of the elements of damages alleged in the Action are not being taken into account. The above formula was devised as a practical and logistical tool to simplify the claims process.

g. The Parties agree that the entire amount of the Net Settlement Fund, less the employee's share of applicable payroll taxes, shall be distributed to Participating Class Members. Defendants will be responsible for the employer's share of payroll taxes, which will not be deducted from the Settlement Fund. Any Class Member who is not a Participating Class Member shall not receive a Settlement Payment.

1
2 2. No Credit Toward Benefit Plans. Except as otherwise required by applicable plan
3 documents, the Settlement Payments made to Participating Class Members under this Agreement
4 shall not be utilized to calculate any additional benefits under any benefit plans to which any
5 Participating Class Member may be eligible including, but not limited to: retirement plans, profit-
6 sharing plans, bonus plans, 401(k) plans, stock purchase plans, incentive plans vacation plans, sick
7 leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this
8 Agreement will not affect any rights, contributions, or amounts to which any Participating Class
9 Member may be entitled under any benefit plans.

10 3. Taxation Of Settlement Proceeds. All Settlement Payments paid to Participating
11 Class Members and the Named Plaintiff shall be paid in a net amount after any applicable federal,
12 state, and local tax withholdings, including payroll taxes, have been deducted. The Settlement
13 Payment is subject to withholding of the employee's share of any federal, state and local income
14 taxes, unemployment insurance taxes, California Employment Training Tax, FICA, and Medicare
15 and State Disability taxes. Defendants will be responsible for the employer's share of payroll taxes.

16 a. The Parties agree that thirty-three percent (33%) of the amount distributed to
17 each Participating Class Member will be considered wages, thirty-three percent (33%) of the amount
18 distributed to each Participating Class Member will be considered interest, and thirty-four percent
19 (34%) of the amount distributed to each Participating Class Member will be considered penalties.
20 Defendants shall issue tax documentation associated with these payments as required by law. The
21 foregoing tax allocation shall not apply to sums paid to the Named Plaintiff described in Paragraph
22 D(1)(b).

23 b. The Settlement Administrator shall calculate, withhold from the Settlement
24 Payment, and remit to applicable governmental agencies sufficient amounts as may be owed by
25 Participating Class Members for the employee's share of any applicable taxes. The Settlement
26 Administrator will issue appropriate tax forms to each Participating Class Member consistent with
27 the foregoing allocation.
28

1
2 c. The Parties agree that the Settlement Fund will qualify as a settlement fund
3 pursuant to the requirements of section 468(B)(g) of the Internal Revenue Code of 1986, as
4 amended, and section 1.468B-1, *et seq.* of the income tax regulations. Furthermore, the Settlement
5 Administrator is hereby designated as the “Administrator” of the qualified settlement funds for
6 purposes of section 1.46B-2(k) of the income tax regulations. As such, all taxes imposed on the
7 gross income of the Settlement Fund and any tax-related expenses arising from any income tax
8 return or other reporting document that may be required by the Internal Revenue Service or any state
9 or local taxing body will be paid from the Settlement Fund.

10 d. The Named Plaintiff agrees to indemnify Defendant Hamcor, Inc. d/b/a
11 Dublin Toyota from any taxes, penalties, fines, or interest assessed or imposed by any taxing
12 authority or court against Defendant Hamcor, Inc. d/b/a Dublin Toyota, with respect to the payments
13 made to the Named Plaintiff under this Agreement, including those described in Paragraph D(1)(b).

14 e. All Parties represent that they have not received, and shall not rely on, advice
15 or representations from the other Party or his/her/their/its agents regarding the tax treatment of
16 payments under federal, state, or local law.

17 **E. NOTICE, CLAIMS PROCEDURE AND DISTRIBUTION**

18 1. Notice Procedure. Within twenty-one (21) days after entry of the Preliminary
19 Approval Order, Defendants shall provide to the Settlement Administrator a list of Class Members
20 that identifies for each Class Member, his/her Social Security number, last-known address, and the
21 number of Weeks Worked. Defendants agree to provide the list in an electronic format reasonably
22 acceptable to the Settlement Administrator. The Settlement Administrator will keep the list
23 confidential, use it only for the purposes described herein, and return it to Defendants upon
24 completion of the settlement administration process. Class Counsel shall have the right to verify
25 with the Settlement Administrator whether individual Class Members are included on the list.

26 a. Within ten (10) days after receipt of the list of Class Members described in the
27 preceding paragraph, the Settlement Administrator shall mail by First-Class United States mail the
28 Notice of Class Settlement to each Class Member. With regard to the Class Representative, the

1
2 Class Notice shall be mailed to Class Counsel. It shall be conclusively presumed that each and
3 every Class Member whose Class Notice is not returned to the Settlement Administrator as
4 undeliverable within fifteen (15) calendar days after the Mailing Date has received the Class Notice.

5 b. The Settlement Administrator shall promptly re-mail any Class Notice
6 returned by the Post Office with a forwarding address. It shall be conclusively presumed that those
7 Class Members whose re-mailed Class Notice is not returned to the Settlement Administrator as
8 undeliverable within fifteen (15) calendar days after re-mailing has received the Class Notice.

9 c. The Settlement Administrator will use appropriate skip tracing and National
10 Change of Address ("NCOA") searches to increase the likelihood of delivery of the Class Notice,
11 including one address confirmation and, if applicable, update of Class Members' mailing address
12 prior to the initial mailing. The Settlement Administrator shall not perform more than one re-
13 mailing to any Class Member unless contacted by the individual Class Member within the Opt-Out
14 Period with updated address information. For any Class Notice that must be re-sent or otherwise
15 cured, the Opt-Out Period for that Class Member shall be extended for one thirty (30) day period.

16 d. Class Counsel shall provide to the State Court, at or before the Settlement
17 Hearing, a declaration from the Settlement Administrator confirming that the Class Notice was
18 mailed to all Class Members as required by this Agreement, and whether and when any Opt-Outs
19 were received (by whom and with post mark date) as well as any additional information Class
20 Counsel or Defendants' counsel deems appropriate to provide to the Court.

21 e. The Class Notice will include a procedure by which a Class Member may
22 challenge the number of Weeks Worked identified in the Class Notice by submitting a timely
23 postmarked written challenge to the Settlement Administrator, within the Opt-Out Period. A Class
24 Member challenging the number of Weeks Worked identified in the Class Notice will bear the
25 burden of proof and must submit documentary evidence sufficient to prove the number of Weeks
26 Worked in a Class Position during the Class Period. Defendants shall have the right to respond to
27 the challenge by any Participating Class Member. The Settlement Administrator will resolve the
28 challenge and make a final and binding determination without hearing or right of appeal. The

1
2 personnel records, including payroll records, of Defendants shall be considered by the Settlement
3 Administrator as the presumptive best evidence of the number of Weeks Worked. If a Class
4 Member successfully challenges Defendants' records, the settlement amount for the other Class
5 Members shall be prorated accordingly. In no case will a challenge result in a payment by
6 Defendants in excess of the Settlement Fund.

7 f. Within ten (10) days after the close of the Opt-Out Period, the Settlement
8 Administrator will provide Defendants' Counsel and Class Counsel with a report by name listing the
9 estimated Settlement Payment to be made to each Class Member, a list by name of all Class
10 Members who timely opted out under Paragraph E(2), below, and a list of all Class Members who
11 timely objected under Paragraph E(4) below. After receiving the Settlement Administrator's report,
12 Class Counsel and Defendants' Counsel shall jointly review the same to determine if the calculation
13 of payments to Participating Class Members is consistent with this Agreement.

14 g. In order to enable the Parties to adequately and appropriately consider
15 challenges by Class Members of the number of Weeks Worked, whether to give Class Members time
16 to remedy Deficient Opt-Out Requests, and to otherwise allow for an organized and orderly process,
17 subject to approval by the State Court, the Settlement Hearing shall be at least twenty-one (21) days
18 after the close of the Opt-Out Period. Plaintiff and/or the Parties jointly shall ask the State Court to
19 set the Settlement Hearing on a date consistent with this provision.

20 2. Opt-Out Procedure. Unless a Class Member opts out of the Settlement described in
21 this Agreement, he or she shall be a Participating Class Member and shall be bound by the terms and
22 conditions of this Agreement, and shall also be bound by the State Court's Order(s) enjoining all
23 Participating Class Members from pursuing, or seeking to reopen, any of the Released Claims
24 against the Released Parties. A Class Member will not be entitled to opt out of the Settlement
25 established by this Agreement unless he or she makes an Opt-Out Request. An Opt-Out Request
26 must be: (i) made in writing; (ii) signed by the Class Member seeking exclusion from the Settlement;
27 and (iii) mailed to the Settlement Administrator so that it is postmarked on or before the expiration
28 of the Opt-Out Period. The Opt-Out Request must contain the name, address, and last four digits of

1
2 his or her Social Security Number and state in substance that the person requests exclusion from the
3 Class and do not wish to take part in the Settlement. The Opt-Out Request must be completed by the
4 Class Member seeking exclusion from the Settlement. No other person may opt out for a Class
5 Member. Any Class Member who properly opts out of the Class using this procedure will not be
6 entitled to any payment from the Settlement Fund and will not be bound by the Settlement or have
7 any right to object, appeal or comment thereon.

8
9 a. Upon receipt of any Opt-Out Request within the Opt-Out Period, the
10 Settlement Administrator shall review the request to verify the information contained therein, and to
11 confirm that the request complies with the requirements of this Agreement. Any Class Member who
12 fails to submit a timely, complete and valid Opt-Out Request (*i.e.*, a Deficient Opt-Out Request)
13 shall be contacted by the Settlement Administrator via telephone and U.S. mail to inform the Class
14 Member of the Deficient Opt-Out Request. The Class Member shall have until the end of the Opt-
15 Out Period to resubmit a compliant Opt-Out Request or be barred from opting out of this Agreement
16 or the Settlement. The Settlement Administrator shall not review or consider any Opt-Out Request
17 postmarked after the end of the Opt-Out Period. It shall be conclusively presumed that, if an Opt-
18 Out Request is not postmarked on or before the end of the Opt-Out Period or is not sent to the
19 Settlement Administrator, the Class Member did not make the request in a timely or valid manner.
20 Under no circumstances shall the Settlement Administrator have the authority to extend the deadline
21 for Class Members to submit an Opt-Out Request.

22 3. Excessive Opt-Outs. If more than 10% of the Class Members submit timely,
23 complete, and valid Opt-Out Requests, Defendants shall have the sole and absolute discretion to
24 withdraw from this Agreement within fourteen (14) days after receiving from the Settlement
25 Administrator the list of opt-outs. Defendants agree to meet and confer in good faith with Class
26 Counsel before withdrawing from this Agreement. In the event that Defendants elect to withdraw, it
27 shall provide written notice of such withdrawal to Class Counsel. Such withdrawal shall have the
28 same effect as a termination of this Agreement for failure to satisfy a condition of settlement, and the
Agreement shall become null and void and have no further force or effect, and the Settlement Class
Case No. RG16843171

1
2 certified pursuant to this Agreement will be decertified for all purposes. If Defendants choose to
3 terminate this Agreement under this provision, it shall be responsible to pay the Settlement
4 Administrator's fees and costs incurred to that point. If the Agreement is terminated for any other
5 reason, including the Court's failure to grant a Preliminary Approval Order, Final Order, or Final
6 Judgment, then Class Counsel and Defendants shall split evenly the Settlement Administrator's fees
7 and costs.

8 4. Objections To Settlement. Any Participating Class Member may object to the
9 Settlement. To object, a Participating Class Member must submit a written objection. If a
10 Participating Class Member wishes to attend the Final Approval Hearing he/she must state in writing
11 their intent to appear at the Final Approval Hearing and notify the Court of their intent to do so. All
12 written objections, supporting papers and/or notices of intent to appear at the Final Approval
13 Hearing must: (a) clearly identify the case name (*Coppernoll v. Hamcor, Inc., et al.*, Case Number
14 RG16843171); (b) be submitted to the Court either by mailing to: Clerk of Court, Superior Court of
15 California, County of Alameda, Rene C. Davidson Alameda County Courthouse, 1225 Fallon Street,
16 Oakland, California 94612, or by filing in person at any location of the Superior Court, County of
17 Alameda that includes a facility for civil filings; (c) be mailed to the Settlement Administrator; and
18 (d) be filed or postmarked on or before the end of the Opt-Out Period. An objection must state all of
19 the specific grounds on which it is being made and all of the supporting facts. Only Participating
20 Class Members may object to the Settlement. If a Class Member submits both a timely Opt-Out
21 Request and an objection(s), then the Opt-Out Request will be considered valid, and the Class
22 Member will not be considered a Participating Class Member with standing to object to the
23 Settlement. If a Class Member objects to the Settlement, and it is overruled at the Settlement
24 Hearing, that Class Member will still be bound by the Settlement and issued a Settlement Check. A
25 Class Member will not be able to opt out of this Settlement if he/she cashes his/her check. Class
26 Counsel and Defendants' Counsel may, at least five (5) days before the Settlement Hearing (or as
27 otherwise scheduled by the State Court), file responses to any written objections.
28

1
2 5. Funding And Distribution Of Settlement. Within fourteen (14) calendar days after
3 the Effective Date, Defendants shall transfer to the Settlement Administrator an amount equal to the
4 Settlement Fund. The delivery of the Settlement Fund to the Settlement Administrator shall
5 constitute full and complete discharge of the entire obligation of Defendants under this Agreement.
6 No Released Party shall have any further obligation or liability to the Named Plaintiffs or
7 Participating Class Members under this Agreement.

8 a. The distribution of Settlement Payments to Participating Class Members shall
9 occur no later than the Settlement Proceeds Distribution Deadline. The Settlement Administrator
10 shall be deemed to have timely distributed Settlement Payments if it places in the mail Settlement
11 Payments for all Participating Class Members by the Settlement Proceeds Distribution Deadline. No
12 person shall have any Claim against the Settlement Administrator, Defendants, Class Counsel,
13 Defendants' Counsel, the Released Parties, or any other agent designated by the Named Plaintiff or
14 Defendants based upon the distribution of Settlement Payments made substantially in accordance
15 with this Agreement or further orders of the State Court.

16 b. Any settlement checks that are not claimed or not negotiated within 90 days
17 after the distribution of Settlement Payments to Participating Class Members will be redistributed
18 among the Participating Class Members who cashed their settlement checks within the 90-day period
19 if the total amount of unclaimed settlement checks is \$5,000 or more. Any settlement amounts that
20 are not claimed during this second distribution will be distributed in accordance with the
21 requirements of CCP § 384, with 25% being transmitted to the State Treasury for deposit in the Trial
22 Court Improvement and Modernization Fund, 25% being transmitted to the State treasury for deposit
23 in the Equal Access Fund of the Judicial Branch, and 50% being transmitted to a nonprofit
24 organization to projects that will either: benefit the class or similarly situated persons, or promote the
25 law consistent with the objectives and purposes of the underlying Class Action. The parties will
26 propose to the Court that the final 50% of any unclaimed funds be transmitted to Legal Aid at Work
27 (*i.e.*, the *cy pres*). If the total amount of unclaimed settlement checks is less than \$5,000 after the
28 first distribution, then there will be no second distribution and the total amount of the unclaimed

1
2 settlement checks will be distributed in accordance with the requirements of CCP § 384, with 25%
3 being transmitted to the State Treasury for deposit in the Trial Court Improvement and
4 Modernization Fund, 25% being transmitted to the State treasury for deposit in the Equal Access
5 Fund of the Judicial Branch, and 50% being transmitted to The Impact Fund.

6 c. The Settlement Administrator's distribution of Class Counsel's Fees and
7 Expenses, the LWDA payment and the Class Representative Payments from the Settlement Fund
8 shall occur no later than the Settlement Proceeds Distribution Deadline. Upon such payment,
9 Defendants, the Released Parties, Defendants' Counsel, and the Settlement Administrator shall have
10 no further liability or responsibility to Class Counsel or to any vendors or third parties employed by
11 the Named Plaintiff or Class Counsel.

12 d. Defendants shall not be obligated to make any payments contemplated by this
13 Agreement unless and until the Federal Action is dismissed and the State Court enters a Final Order
14 and Final Judgment, and then only after the Effective Date. If Defendants remit the amount of the
15 Settlement Fund to the Settlement Administrator prior to the Effective Date and the Federal Action
16 is not dismissed, the State Court does not enter a Final Order and Final Judgment, or the Settlement
17 Agreement is deemed null and void, then the full amount of the Settlement Fund shall be returned to
18 Defendants.

19 **F. COURT APPROVAL AND EFFECTIVE DATE**

20 1. Dismissal of Federal Action Without Prejudice. After execution of this Agreement,
21 the Named Plaintiff shall request that the Federal Court dismiss the entire Federal Action without
22 prejudice.

23 2. Binding Effect Of Agreement On Class Members. Upon final approval by the State
24 Court of the Settlement, all Participating Class Members shall be bound by this Agreement, and
25 judgment shall be entered in the State Action resolving all Released Claims with prejudice. In
26 addition, unless a Class Member effectively opts out of the Settlement, he or she shall be bound by
27 the State Court's Order(s) enjoining all Participating Class Members from pursuing or seeking to
28 reopen Released Claims against the Released Parties.

1
2 3. Preliminary Approval Of Settlement in State Action. After execution of this
3 Agreement, the Named Plaintiff shall file a motion in the State Action requesting that the State
4 Court:

5 a. Preliminarily approve for settlement purposes only the proposed Settlement
6 and this Agreement;

7 b. Preliminarily approve the appointment of the Named Plaintiff as the
8 representative of the Class for settlement purposes only;

9 c. Preliminarily approve the appointment of Class Counsel as counsel for the
10 Class for settlement purposes only;

11 d. Appoint and approve the Claims Administrator as chosen by the Parties as
12 provided herein and approved by the Court, to administer the claims and settlement payment
13 procedures required by this Agreement;

14 e. Approve the form of the Class Notice, and require that each be sent to Class
15 Members as provided in this Agreement;

16 f. Approve the plan for the provision of notice to Class Members, as stated
17 herein and in the Class Notice;

18 g. Schedule the Settlement Hearing;

19 h. Approve the procedure for Class Members to opt out of the Settlement and the
20 date after which no Class Member shall be allowed to submit an Opt-Out Request; and

21 i. Approving the procedure for Participating Class Members to object to the
22 Settlement and the date after which no Class Member shall be allowed to object.

23 4. Notice to the LWDA. Class Counsel shall submit this Settlement Agreement to the
24 LWDA at the same time that it is submitted to the State Court in accordance with Labor Code
25 Section 2699(1)(2). Class Counsel shall also submit a copy of the Final Order and Judgment to the
26 LWDA within 10 days after entry of the Final Order and Judgment in accordance with Labor Code
27 Section 2699(1)(3).
28

1
2 5. Non-Interference With Claims Procedure. The Parties and their counsel agree that
3 they shall not seek to solicit or otherwise encourage Class Members to submit an Opt-Out Request or
4 an objection to the Settlement or to appeal from the Final Order or Final Judgment.

5 6. Final Order. The Named Plaintiff and Defendants request that the State Court enter,
6 after the Settlement Hearing, a Final Order. The Named Plaintiff will request that the Final Order
7 certify the Participating Class for Settlement purposes; find that this Agreement and the Settlement is
8 fair, just, equitable, reasonable, adequate and in the best interests of the Class; permanently enjoin all
9 Participating Class Members from pursuing or seeking to reopen Released Claims against the
10 Released Parties; and require the Parties to carry out the provisions of this Agreement.

11 7. Entry Of Final Judgment. The Named Plaintiff will request that the State Court enter,
12 after the Settlement Hearing, a Final Judgment in the form substantially similar to the Final
13 Judgment.

14 8. Mailing of Notice of Final Approval. Within ten (10) days of the Court's entry of
15 Final Judgment, the Administrator will mail the Notice of Final Approval to all Participating Class
16 Members.

17 9. Effective Date Of Agreement. The "Effective Date" of this Agreement shall be the
18 first court day after the latter of: (a) in the event of a timely appeal filed by a Participating Class
19 Member who has moved to intervene in the State Action and/or moved to set aside the Final
20 Judgment the date of final affirmance of an appeal of the Final Order and Final Judgment; (b) in the
21 event of a timely appeal filed by a Participating Class Member who has moved to intervene in the
22 State Action and/or moved to set aside the Final Judgment the date of final dismissal of any appeal
23 from the Final Order and Final Judgment or the final dismissal of any proceeding on certiorari to
24 review the Final Order and Final Judgment; (c) in the event of a timely appeal filed by a
25 Participating Class Member who has moved to intervene in the State Action and/or moved to set
26 aside the Final Judgment five days after the expiration date of the time for the filing or noticing of
27 any appeal from the Final Order and Final Judgment if any timely Objections are served on the
28 Administrator; or (d) if no Participating Class Member has moved to intervene or moved to set aside

1
2 the Judgment, the date of the Final Order and Final Judgment. The Effective Date is conditioned
3 upon all of the following occurring:

- 4 a. This Agreement has been signed by the Parties and Class Counsel;
5 b. The Federal Action (including the appeal pending in the Ninth Circuit Court
6 of Appeal) has been dismissed without prejudice;
7 c. The Second Amended Complaint, in accordance with this Agreement, has
8 been filed in the State Action;
9 d. The State Court has entered a Preliminary Approval Order;
10 e. The Class Notice has been mailed to the Class Members as ordered by the
11 State Court;
12 f. The State Court has entered a Final Order; and
13 g. The State Court has entered a Final Judgment dismissing the State Action.
14 h. It is intended and understood by the Parties that any appeal of the State
15 Court's orders related to Class Counsel's Fees and Expenses and/or Class Representative Payments
16 shall constitute an appeal for purposes of this provision and for purposes of the occurrence of the
17 Effective Date.

18 10. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the
19 Settlement set forth in this Agreement does not become final, the Settlement shall be null and void
20 and all orders, judgment, and dismissal entered pursuant to this Agreement shall be vacated, and the
21 Parties will be returned to the *status quo* prior to entering this Agreement with respect to the Action,
22 as if the Parties had never entered into this Agreement, and the settlement class certified pursuant to
23 this Agreement will be decertified for all purposes. In addition, in such event, the Agreement
24 (including all exhibits, drafts and related documents, papers, and communications) and all
25 negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of
26 any and all Parties hereto, and evidence relating to the Agreement (including all exhibits, drafts and
27 related documents, papers, and communications) and all negotiations shall not be admissible or
28 discoverable in the Action or otherwise.

1
2 11. Confidentiality and Non-Disparagement and Returning Documents.

3 a. The Named Plaintiff agrees that he shall not promote, or publicize the filing of
4 the Federal or State Actions, the Parties' Settlement, this Agreement and its terms, or the
5 negotiations leading to this Agreement with anyone other than the Federal and State Courts.
6 Notwithstanding the foregoing, the Named Plaintiff may disclose the terms of this Agreement to his
7 respective immediate family members, Class Members, to those persons to whom disclosure is
8 necessary for the preparation of tax returns and other financial reports, and to persons to whom
9 disclosure is ordered by a court of competent jurisdiction or otherwise required by law.

10 b. The Parties and their counsel agree that they will not issue any press releases,
11 engage in any communications, or take any other action that would directly or indirectly provide the
12 press or media or any litigation reporting service with information about these Actions, this
13 Agreement, or the Parties' Settlement or would otherwise enable or allow the press or other media or
14 any litigation reporting service to learn or obtain such information; except that Defendants shall have
15 the right to disclose the Settlement and information related thereto as may be required under federal
16 or state securities laws or under generally accepted accounting principles and Defendants shall also
17 have the right to respond in reasonably general terms to inquiries from the media and investment-
18 related entities, if any. The Parties and their counsel further agree that they will not post any
19 information regarding this Agreement or the Settlement on their internet websites or take any such
20 action that would cause or allow such information to be posted on any other internet website or on
21 the web.

22 c. The Named Plaintiff agrees that he will not make any written or oral statement
23 about Hamcor, Inc. d/b/a Dublin Toyota, 6450 Motors LLC d/b/a Dublin Hyundai, Nisdat, LLC
24 d/b/a Dublin Nissan, Cornelius Bros., LLC d/b/a Dublin Volkswagen, and Turin Dublin, LLC d/b/a
25 Dublin Fiat, their parent, subsidiary, and affiliated companies or any of their shareholders, members,
26 partners, directors, officers, or employees, or any of their products which they know or reasonably
27 should know to be untrue and agree that they will not make any disparaging or negative written or
28 oral statement about Hamcor, Inc. d/b/a Dublin Toyota, 6450 Motors LLC d/b/a Dublin Hyundai,

1
2 Nisdat, LLC d/b/a Dublin Nissan, Cornelius Bros., LLC d/b/a Dublin Volkswagen, and Turin
3 Dublin, LLC d/b/a Dublin Fiat, their parent, subsidiary or affiliated companies or any of its/their
4 shareholders, members, partners, directors, officers or employees, or any of their products with the
5 intent to cause injury or harm. However, nothing in this paragraph shall prevent the Named Plaintiff
6 from providing truthful information, if required by law.

7 d. Within sixty (60) calendar days after the Effective Date of this Agreement, the
8 Named Plaintiff and Class Counsel agree to return to Defendants' Counsel or destroy any
9 information designated as confidential during the course of the Actions, except the Named Plaintiff
10 may maintain his own wage statements and personnel files, and Class Counsel may maintain the
11 same records and any pleadings or briefs that incorporate the information designated as confidential.
12 Class Counsel may also maintain an archive copy of Class Counsel's work product that includes
13 information designated as confidential during the course of the Actions, but Class Counsel will not
14 use or access that information for any purposes other than to defend against a claim asserted against
15 Class Counsel. Further, Class Counsel will maintain that work product according to the terms of the
16 Protective Order in place in these Actions and will destroy that work product three years after the
17 Effective Date. If the Named Plaintiff or Class Counsel choose to destroy rather than return
18 confidential materials, Class Counsel shall timely provide to Defendants' Counsel a written
19 representation that all information designated as Confidential has been destroyed. Defendants'
20 Counsel shall maintain copies of any such information designated as Confidential for three years
21 after the Effective Date. If litigation is pursued against Class Counsel in relation to these Actions
22 within this period of time, Defendants' Counsel and Class Counsel shall meet and confer regarding
23 Class Counsel's need, if any, for the Confidential information and access thereto. Defendants'
24 Counsel shall not unreasonably deny Class Counsel access to the Confidential information, but
25 access may be conditioned upon reasonable safeguards.

26 12. Invalidation Of Agreement For Failure To Satisfy Conditions. The terms and
27 provisions of this Agreement are not recitals, but are deemed to constitute contractual terms. In the
28 event that any of the material terms or conditions set forth in this Agreement are not fully and

1
2 completely satisfied, this Agreement shall terminate and all terms of the Agreement including, but
3 not limited to, the conditional certification of the class, the payment of Settlement Payments to
4 Participating Class Members, the payment of attorneys' fees and costs to Class Counsel, the Class
5 Representative Payment to the Named Plaintiff and the payment to the LWDA shall be null and
6 void. In such event, nothing in this Agreement shall be used, construed or admissible as evidence by
7 or against any Party as a determination, admission, or concession of any issue of law or fact in these
8 Actions, or in any other proceeding for any purpose; and the Parties do not waive, and instead
9 expressly reserve, their respective rights to prosecute and defend these Actions as if this Agreement
10 never existed. In addition, notwithstanding the generality of the foregoing, if this Agreement is
11 terminated for failure to satisfy any of the terms or conditions of this Agreement, Defendants shall
12 not be obligated to create or maintain any type of settlement fund, and shall not be obligated to make
13 any Settlement Payment to any Class Member, to Class Counsel, or to the Named Plaintiff. The
14 Parties agree that this Agreement will be enforceable regardless of how the U.S. Supreme Court
15 decides *Morris v. Ernst & Young*, 834 F.3d 975 (9th Cir. 2016), *cert. granted* (U.S. Jan. 13, 2017)
16 (No.16-300) ("*Morris*").

17 **G. GENERAL PROVISIONS**

18 1. **Notices.** All notices, requests, demands and other communications required or
19 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered
20 personally or by first class mail to the Settlement Administrator and to counsel at their respective
21 addresses as set forth below:

22 **CLASS COUNSEL**

23 Richard A. Hoyer (SBN 151931)
24 rhoyer@hoyerlaw.com
25 Ryan L. Hicks (SBN 260284)
26 rhicks@hoyerlaw.com
27 HOYER & HICKS
28 4 Embarcadero Center, Suite 1400
San Francisco, CA 94111
Tel.: (415) 766-3539
Fax: (415) 276-1738

Walter L. Haines (SBN 71075)
whaines@uelglaw.com

Case No. RG16843171

1
2 UNITED EMPLOYEES LAW GROUP, P.C.
3 5500 Bolsa Ave., Suite 201
4 Huntington Beach, CA 92649
Tel.: (562) 256-1047
Fax: (562) 256-1006

5 **COUNSEL FOR DEFENDANT**

6 Joshua J. Cliffe (SBN 215390)
jcliffe@littler.com
7 Perry K. Miska (SBN 299129)
pmiska@littler.com
8 LITTLER MENDELSON, P.C.
333 Bush Street
9 34th Floor
San Francisco, CA 94104
10 Tel.: 415.433.1940
Fax: 415.399.8490

11 **SETTLEMENT ADMINISTRATOR**

12 CPT Group
13 Matthew D. Weiss
Timothy N. Phillips, Jr.
14 50 Corporate Park
Irvine, CA 92606

15
16 2. **Modification In Writing.** This Agreement may be altered, amended, modified or
17 waived, in whole or in part, only in a writing signed by all signatories to this Agreement. This
18 Agreement may not be amended, altered, modified or waived, in whole or in part, orally. In
19 determining whether to approve this Settlement, the Court may not delete, modify, or change its
20 provisions.

21 3. **Ongoing Cooperation.** The Named Plaintiff and Defendants shall support the
22 Agreement and shall execute all documents and perform all acts necessary and proper to effectuate
23 the terms of this Agreement. The execution of documents must take place prior to the Settlement
24 Hearing.

25 4. **Binding on Successors.** This Agreement shall be binding and shall inure to the
26 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and
27 legal representatives.

28 5. **Entire Agreement.** This Agreement constitutes the full, complete and entire
understanding, agreement and arrangement between the Named Plaintiff and the Class Members on
Case No. RG16843171

1
2 the one hand, and Defendants on the other hand, with respect to the Settlement of the Action and the
3 Released Claims against the Released Parties. This Settlement Agreement supersedes any and all
4 prior oral or written understandings, agreements and arrangements between the Parties with respect
5 to the Settlement of the Actions and the Released Claims against the Released Parties, including to
6 the extent its terms are addressed herein, the Memorandum of Understanding of Settlement Reached
7 Between Named Plaintiff and Hamcor, Inc. d/b/a Dublin Toyota, 6450 Motors LLC d/b/a Dublin
8 Hyundai, Nisdat, LLC d/b/a Dublin Nissan, Cornelius Bros., LLC d/b/a Dublin Volkswagen, and
9 Turin Dublin, LLC d/b/a Dublin Fiat, dated April 16, 2018. However, the terms of the
10 Memorandum of Understanding of Settlement Reached Between Named Plaintiff and Hamcor, Inc.
11 d/b/a Dublin Toyota, 6450 Motors LLC d/b/a Dublin Hyundai, Nisdat, LLC d/b/a Dublin Nissan,
12 Cornelius Bros., LLC d/b/a Dublin Volkswagen, and Turin Dublin, LLC d/b/a Dublin Fiat, dated
13 April 16, 2018 shall be considered instructive in the interpretation of the terms of this Agreement.
14 Except for those set forth expressly in this Agreement, there are no other agreements, covenants,
15 promises, representations or arrangements between the Parties with respect to the Settlement of the
16 Actions and the Released Claims against the Released Parties. The Parties explicitly recognize
17 California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which
18 provide that a written agreement is to be construed according to its terms, and may not be varied or
19 contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or
20 terms shall modify, vary, or contradict the terms of this Agreement subject to its approval and/or
21 non-material or non-substantive modification by the Court (unless the Parties agree to such
22 modification) in the course of the Parties seeking approval of this Agreement.

23 6. Multiple Originals/Execution In Counterpart. This Agreement may be signed in one
24 or more counterparts. All executed copies of this Agreement, and photocopies thereof (including
25 facsimile copies of the signature pages), shall have the same force and effect and shall be as legally
26 binding and enforceable as the original.
27
28

1
2 7. Captions. The captions and section numbers in this Agreement are inserted for the
3 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
4 provisions of this Agreement.

5 8. Governing Law. This Agreement shall be interpreted, construed, enforced, and
6 administered in accordance with the laws of the State of California.

7 9. Reservation Of Jurisdiction. Notwithstanding the dismissal of the State Action and
8 entry of Final Judgment, the State Court shall retain exclusive jurisdiction for purposes of
9 interpreting and enforcing the terms of this Agreement. The Federal Court shall not retain any
10 jurisdiction following dismissal of the Federal Action without prejudice.

11 10. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
12 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly
13 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
14 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
15 Parties, all Parties have contributed to the preparation of this Agreement.

16 11. Severability. The Parties to this Agreement agree, covenant, and represent that each
17 and every provision of this Agreement shall be deemed to be contractual, and that they shall not be
18 treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree,
19 covenant, and represent that each and every provision of this Agreement shall be considered
20 severable, except for the release provisions of Section C of this Agreement. If a court of competent
21 jurisdiction finds any provision, other than the release provisions of Section C, or part thereof to be
22 invalid or unenforceable for any reason, that provision, or part thereof, shall remain in full force and
23 effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall
24 remain in full force and effect.

25 12. Warranties And Representations. With respect to themselves, each of the Parties to
26 this Agreement and or their agent or counsel represents, covenants and warrants that (a) they have
27 full power and authority to enter into and consummate all transactions contemplated by this
28 Agreement and have duly authorized the execution, delivery and performance of this Agreement;

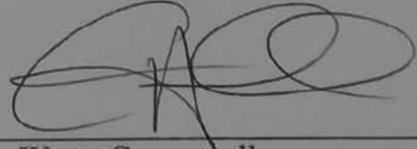
1
2 and (b) the person executing this Agreement has the full right, power and authority to enter into this
3 Agreement on behalf of the Party for whom he/she has executed this Agreement, and the full right,
4 power and authority to execute any and all necessary instruments in connection herewith, and to
5 fully bind such Party to the terms and obligations of this Agreement.

6 13. Representation By Counsel. The Parties acknowledge that they have been
7 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
8 and that this Agreement has been executed with the consent and advice of counsel. Further, the
9 Named Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement,
10 and that after entry by the State Court of the Final Order and Final Judgment, Defendants may
11 distribute funds through the Settlement Administrator to Participating Class Members, Class
12 Counsel, the LWDA, the Settlement Administrator and the Named Plaintiffs as provided by this
13 Agreement.

14 14. Authorization By The Named Plaintiff. The Named Plaintiff authorizes Class
15 Counsel to sign this Agreement and further agree not to request to be excluded from the Class and
16 not to object to any terms of this Agreement. Any such request for exclusion or objection shall
17 therefore be void and of no force or effect.

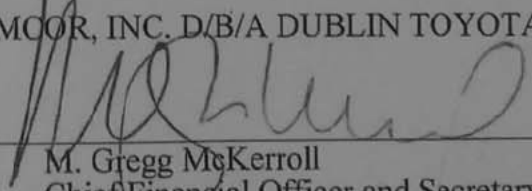
18 IT IS SO AGREED:

19
20
21
22
23 Dated: May 30, 2018

24 By: 
Wyatt Coppernoll
Plaintiff/Class Representative

HAMCOOR, INC. D/B/A DUBLIN TOYOTA

25
26
27 Dated: May 23, 2018

28 By: 
M. Gregg McKerroll
Chief Financial Officer and Secretary

1
2 and (b) the person executing this Agreement has the full right, power and authority to enter into this
3 Agreement on behalf of the Party for whom he/she has executed this Agreement, and the full right,
4 power and authority to execute any and all necessary instruments in connection herewith, and to
5 fully bind such Party to the terms and obligations of this Agreement.

6 13. Representation By Counsel. The Parties acknowledge that they have been
7 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
8 and that this Agreement has been executed with the consent and advice of counsel. Further, the
9 Named Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement,
10 and that after entry by the State Court of the Final Order and Final Judgment, Defendants may
11 distribute funds through the Settlement Administrator to Participating Class Members, Class
12 Counsel, the LWDA, the Settlement Administrator and the Named Plaintiffs as provided by this
13 Agreement.

14 14. Authorization By The Named Plaintiff. The Named Plaintiff authorizes Class
15 Counsel to sign this Agreement and further agree not to request to be excluded from the Class and
16 not to object to any terms of this Agreement. Any such request for exclusion or objection shall
17 therefore be void and of no force or effect.

18 IT IS SO AGREED:
19
20
21
22

23 Dated: _____, 2018

24 By: _____

Wyatt Coppernoll
Plaintiff/Class Representative

HAMCOR, INC. D/B/A DUBLIN TOYOTA

25
26
27 Dated: May 23, 2018

28 By: _____

M. Gregg McKerroll
Chief Financial Officer and Secretary

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6450 MOTORS LLC D/B/A DUBLIN
HYUNDAI

Dated: May 23, 2018

By: [Signature]
M. Gregg McKerroll
Chief Financial Officer and Secretary

NISDAT, LLC D/B/A DUBLIN NISSAN

Dated: May 23, 2018

By: [Signature]
M. Gregg McKerroll
Chief Financial Officer and Secretary

CORNETTUS BROS., LLC D/B/A DUBLIN
VOLKSWAGEN

Dated: May 23, 2018

By: [Signature]
M. Gregg McKerroll
Chief Financial Officer and Secretary

TURIN DUBLIN, LLC D/B/A DUBLIN FIAT

Dated: May 23, 2018

By: [Signature]
M. Gregg McKerroll
Chief Financial Officer and Secretary

APPROVED AS TO FORM:

HOYER & HICKS

Dated: _____, 2018

By: _____
Richard Hoyer
Ryan Hicks
Counsel for Plaintiff and the Class

LITTLER MENDELSON, P.C.

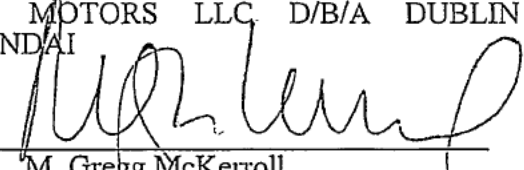
Dated: _____, 2018

By: _____
Joshua Cliffe
Perry Miska
Counsel for Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

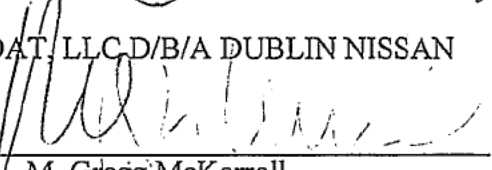
6450 MOTORS LLC D/B/A DUBLIN
HYUNDAI

Dated: May 23, 2018

By: 
M. Gregg McKerroll
Chief Financial Officer and Secretary

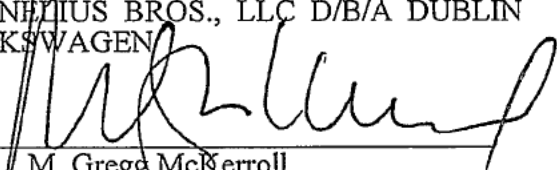
NISDAT, LLC D/B/A DUBLIN NISSAN

Dated: May 23, 2018

By: 
M. Gregg McKerroll
Chief Financial Officer and Secretary

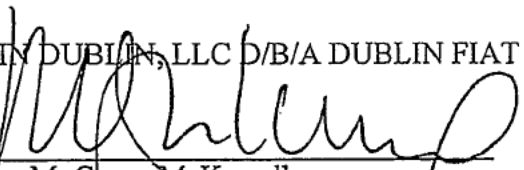
CORNELIUS BROS., LLC D/B/A DUBLIN
VOLKSWAGEN

Dated: May 23, 2018

By: 
M. Gregg McKerroll
Chief Financial Officer and Secretary

TURIN DUBLIN, LLC D/B/A DUBLIN FIAT

Dated: May 23, 2018

By: 
M. Gregg McKerroll
Chief Financial Officer and Secretary

APPROVED AS TO FORM:


HOYER & HICKS

Dated: _____, 2018

By: _____
Richard Hoyer
Ryan Hicks
Counsel for Plaintiff and the Class

LITTLER MENDELSON, P.C.

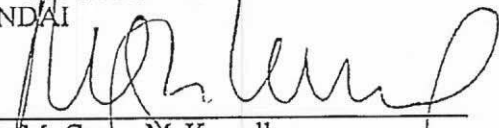
Dated: May 25, 2018

By: 
Joshua Cliffe
Perry Miska
Counsel for Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

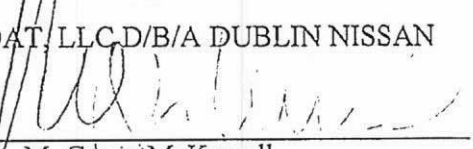
6450 MOTORS LLC D/B/A DUBLIN
HYUNDAI

Dated: May 23, 2018

By: 
M. Gregg McKerroll
Chief Financial Officer and Secretary

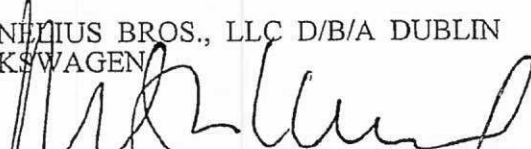
NISDAT LLC D/B/A DUBLIN NISSAN

Dated: May 23, 2018

By: 
M. Gregg McKerroll
Chief Financial Officer and Secretary

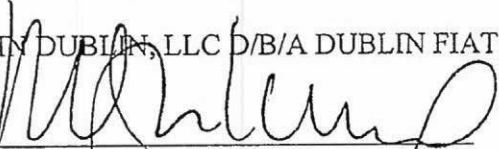
CORNELIUS BROS., LLC D/B/A DUBLIN
VOLKSWAGEN

Dated: May 23, 2018

By: 
M. Gregg McKerroll
Chief Financial Officer and Secretary

TURIN DUBLIN, LLC D/B/A DUBLIN FIAT

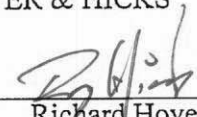
Dated: May 23, 2018

By: 
M. Gregg McKerroll
Chief Financial Officer and Secretary

APPROVED AS TO FORM:


HOYER & HICKS

Dated: May 27, 2018

By: 
Richard Hoyer
Ryan Hicks
Counsel for Plaintiff and the Class

LITTLER MENDELSON, P.C.

Dated: May 25, 2018

By: 
Joshua Cliffe
Perry Miska
Counsel for Defendants