

1 1.7 "Class Notice" means the COURT APPROVED NOTICE OF CLASS AND
2 REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT
3 APPROVAL, to be mailed to Class Members in the form, without material variation, attached as
4 Exhibit A and incorporated by reference into this Agreement.

5 1.8 "Class Period" means the period beginning on April 1, 2020 and ending on
6 December 31, 2023.

7 1.9 "Class Representatives" means the named Plaintiffs in the operative complaint in
8 the Action seeking Court approval to serve as a Class Representatives.

9 1.10 "Class Representative Service Payments" means the payments to the Class
10 Representatives for prosecuting the Action and providing services in support of the Action.

11 1.11 "Defendants" means named defendants in the Action, as noted above; specifically:
12 Group 1 Automotive, Inc., GPI CA-DMII, Inc., GPI CA-TII, Inc., GPI CA-SV, Inc., and Miller-
13 DM, Inc.

14 1.12 "Defense Counsel" means Fisher & Phillips LLP.

15 1.13 "Effective Date" means the date by when both of the following have occurred: (a)
16 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
17 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
18 Settlement Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one
19 or more Settlement Class Members objects to the Settlement, the day after the deadline for filing a
20 notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after
21 the appellate court affirms the Judgment and issues a remittitur.

22 1.14 "Final Approval" means the Court's order granting final approval of the
23 Settlement.

24 1.15 "Final Approval Hearing" means the Court's hearing on the Motion for Final
25 Approval of the Settlement.

26 1.16 "Final Judgment" means the Judgment Entered by the Court upon Granting Final
27 Approval of the Settlement.

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1 1.17 “Gross Settlement Amount” means \$1,700,00.00, which is the total amount
2 Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay
3 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
4 Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Settlement
5 Administrator’s Expenses, but exclusive of the employer share of any payroll taxes, which shall
6 remain Defendants’ responsibility separately.

7 1.18 “Individual Class Payment” means the Settlement Class Member’s pro rata share of
8 the Net Settlement Amount calculated according to the number of Workweeks worked during the
9 Class Period.

10 1.19 “Individual PAGA Payment” means the PAGA Group Member’s pro rata share of
11 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked
12 during the PAGA Period.

13 1.20 “Judgment” means the judgment entered by the Court based upon the Final
14 Approval.

15 1.21 “LWDA” means the California Labor and Workforce Development Agency, the
16 agency entitled, under Labor Code section 2699, subdivision (i).

17 1.22 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the
18 LWDA under Labor Code section 2699, subdivision (i).

19 1.23 “Net Settlement Amount” means the Gross Settlement Amount, less the following
20 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
21 Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel
22 Litigation Expenses Payment, and Settlement Administration Expenses Payment. The remainder is
23 to be paid to Settlement Class Members as Individual Class Payments.

24 1.24 “Non-Participating Class Member” means any Class Member who opts out of the
25 Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.

26 1.25 “PAGA” means California’s Private Attorneys General Act (Lab. Code, §§ 2698, *et*
27 *seq.*).

28

1 1.26 "PAGA Group Members" means all Class Members who worked for Defendants
2 during the PAGA Period.

3 1.27 "PAGA Notices" means Plaintiffs' letters to Defendants and the LWDA providing
4 notice pursuant to Labor Code section 2699.3, subdivision (a).

5 1.28 "PAGA Pay Period" means any Pay Period during which a PAGA Group Member
6 worked for any of the Defendants for at least one day during the PAGA Period.

7 1.29 "PAGA Penalties" means the total amount of PAGA civil penalties (or
8 \$150,000.00) to be paid from the Gross Settlement Amount, allocated 25% to PAGA Group
9 Members (\$37,500.00) and 75% to LWDA (\$112,500.00) in settlement of PAGA claims.

10 1.30 "PAGA Period" means the period beginning on April 1, 2020 and ending on
11 December 31, 2023.

12 1.31 "Participating Class Member" or "Settlement Class Member" means a Class
13 Member who does not submit a valid and timely Request for Exclusion from the Settlement.

14 1.32 "Plaintiffs" mean Craig Kitnick ("Kitnick"), Roberto Fraire ("Fraire"), and Patricia
15 Yancy ("Yancy"), as noted above, the named plaintiffs in the Action.

16 1.33 "Preliminary Approval" means the Order Granting Preliminary Approval and
17 Approval of PAGA Settlement.

18 1.34 "Released Class Claims" means the claims being released as described in
19 Paragraph 4.2 below.

20 1.35 "Released PAGA Claims" means the claims being released as described in
21 Paragraph 4.3 below.

22 1.36 "Released Parties" means Defendants and their parents, subsidiaries, successors,
23 and predecessors, and any and all of their current, former, and future officers, owners, directors,
24 shareholders, members, partners, principals, agents, employees, insurers, reinsurers, accountants,
25 and attorneys.

26 1.37 "Request for Exclusion" means a Class Member's submission of a written request
27 to be excluded from the Settlement signed by the Class Member.

28

1 1.38 “Response Deadline” means 45 days after the Settlement Administrator mails the
2 Class Notice to Class Members and PAGA Group Members, and shall be the last date on which
3 Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or
4 mail his, her, or their Objection to the Settlement. Class Members to whom Class Notices are
5 resent after having been returned undeliverable to the Settlement Administrator shall have an
6 additional 14 days beyond the Response Deadline has expired.

7 1.39 “Settlement” means the disposition of the Action effected by this Agreement and
8 the Judgment.

9 1.40 “Settlement Administrator” is the neutral entity the Parties have agreed to appoint
10 to administer the Settlement, CPT Group, Inc.

11 1.41 “Settlement Administration Expenses Payment” means the amount the Settlement
12 Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and
13 expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the
14 Court in connection with Preliminary Approval of the Settlement.

15 1.42 “Workweek” means any week during which a Class Member worked for
16 Defendants for at least one day during the Class Period.

17 **2. MONETARY TERMS.**

18 2.1 Gross Settlement Amount. Defendants agree to pay \$1,700,000.00, and no more, as
19 the Gross Settlement Amount (and to separately pay any and all employer payroll taxes owed on
20 the Wage Portions of the Individual Class Payments. The Settlement Administrator will disburse
21 the entire Gross Settlement Amount without asking or requiring Settlement Class Members or
22 PAGA Group Members to submit any claim as a condition of payment. None of the Gross
23 Settlement Amount will revert to Defendants.

24 2.2 Payments from the Gross Settlement Amount. The Settlement Administrator will
25 make and deduct the following payments from the Gross Settlement Amount, in the amounts
26 specified by the Court in the Final Approval:

27 2.2.1 To Plaintiffs: Class Representative Service Payments to the Class
28 Representatives of not more than \$15,000.00 each (\$45,000.00 in the aggregate). Defendants will

1 not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these
2 amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses
3 Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no
4 later than 16 court days prior to the Final Approval Hearing. If the Court approves Class
5 Representative Service Payments in amounts less than requested, the Settlement Administrator
6 will retain the remainder in the Net Settlement Amount. The Settlement Administrator will pay the
7 Class Representative Service Payments using IRS 1099 Forms. Plaintiffs assume full
8 responsibility and liability for employee taxes owed on the Class Representative Service
9 Payments.

10 2.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35%,
11 which is currently estimated to be \$595,000.00, and a Class Counsel Litigation Expenses Payment
12 of not more than \$30,000.00. Defendants will not oppose requests for these payments provided
13 that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class
14 Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to
15 the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
16 Counsel Litigation Expenses Payment less than the amounts requested, the Settlement
17 Administrator will allocate the remainder to the Net Settlement Amount. The Settlement
18 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment
19 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
20 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
21 Payment and hold Defendants harmless, and indemnify Defendants, from any dispute or
22 controversy regarding any division or sharing of any of these payments.

23 2.2.3 To the Settlement Administrator: A Settlement Administration Expense
24 Payment not to exceed \$30,000.00 except for a showing of good cause and as approved by the
25 Court. To the extent the settlement administration expenses are less or the Court approves
26 payment less than \$30,000.00, the Settlement Administrator will retain the remainder in the Net
27 Settlement Amount.

1 2.2.4 To Each Settlement Class Member: An Individual Class Payment
2 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
3 by all Settlement Class Members during the Class Period and (b) multiplying the result by each
4 Settlement Class Member's Workweeks.

5 2.2.4.1 Tax Allocation of Individual Class Payments. 20% of each
6 Settlement Class Member's Individual Class Payment will be allocated to settlement of wage
7 claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
8 reported on IRS W-2 Forms. The 80% of each Settlement Class Member's Individual Class
9 Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
10 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
11 IRS 1099 Forms. Settlement Class Members assume full responsibility and liability for any
12 employee taxes owed on their Individual Class Payment.

13 2.2.4.2 Effect of Non-Participating Class Members on Calculation of
14 Individual Class Payments. Non-Participating Class Members will not receive any Individual
15 Class Payments. The Settlement Administrator will retain amounts equal to their Individual Class
16 Payments in the Net Settlement Amount for distribution to Settlement Class Members on a pro
17 rata basis.

18 2.2.5 To the LWDA and PAGA Group Members: PAGA Penalties in the
19 amount of \$150,000.00 to be paid from the Gross Settlement Amount, with 75% (\$112,500.00)
20 allocated to the LWDA PAGA Payment and 25% (\$37,500.00) allocated to the Individual PAGA
21 Payments.

22 2.2.5.1 The Settlement Administrator will calculate each Individual
23 PAGA Payment by (a) dividing the amount of the PAGA Group Member's 25% share of PAGA
24 Penalties (\$37,500.00) by the total number of PAGA Period Pay Periods worked by all PAGA
25 Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group
26 Member's PAGA Period Pay Periods. PAGA Group Members assume full responsibility and
27 liability for any taxes owed on their Individual PAGA Payment.

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1 2.2.5.2 If the Court approves PAGA Penalties of less than the amount
2 requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount.
3 The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4 **3. SETTLEMENT FUNDING AND PAYMENTS.**

5 3.1 Funding of Gross Settlement Amount. Defendants shall remit payment in the
6 amount of \$1,700,000, representing the Gross Settlement Amount, to the Settlement Administrator
7 on the later of December 31, 2023 or five (5) days after the Court grants Preliminary Approval of
8 the Settlement .

9 3.2 Class Data. On December 31, 2023 or five (5) days after the Court grants
10 Preliminary Approval of the Settlement, whichever is later, Defendants will deliver the Class Data
11 to the Settlement Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class
12 Members' privacy rights, the Settlement Administrator must maintain the Class Data in
13 confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and
14 restrict access to the Class Data to Settlement Administrator employees who need access to the
15 Class Data to effect and perform under this Agreement. Defendants have a continuing duty to
16 immediately notify Class Counsel if they discover that the Class Data omitted class member
17 identifying information and to provide corrected or updated Class Data as soon as reasonably
18 feasible. Without any extension of the deadline by which Defendants must send the Class Data to
19 the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in
20 good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

21 3.3 Payments from the Gross Settlement Amount. Within ten (10) days after Final
22 Approval, the Settlement Administrator will mail checks for all Individual Class Payments, all
23 Individual PAGA Payments, the LWDA PAGA Payment, the Settlement Administration Expenses
24 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
25 the Class Representative Service Payments.

26 3.3.1 The Settlement Administrator will issue checks for the Individual Class
27 Payments and/or Individual PAGA Payments and send them to the Class Members via First Class
28 U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than

1 180 days after the date of mailing) when the check will be voided. The Settlement Administrator
2 will cancel all checks not cashed by the void date. The Settlement Administrator will send checks
3 for Individual Settlement Payments to all Settlement Class Members (including those for whom
4 Class Notice was returned undelivered). The Settlement Administrator will send checks for
5 Individual PAGA Payments to all PAGA Group Members including Non-Participating Class
6 Members who qualify as PAGA Group Members (including those for whom Class Notice was
7 returned undelivered). The Settlement Administrator may send Settlement Class Members a single
8 check combining the Individual Class Payment and the Individual PAGA Payment. Before
9 mailing any checks, the Settlement Administrator must update the recipients' mailing addresses
10 using the National Change of Address Database.

11 3.3.2 The Settlement Administrator must conduct a Class Member Address
12 Search for all other Class Members whose checks are returned undelivered without United States
13 Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check
14 the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to
15 an address ascertained through the Class Member Address Search. The Settlement Administrator
16 need not take further steps to deliver checks to Class Members whose re-mailed checks are
17 returned as undelivered. The Settlement Administrator shall promptly send a replacement check to
18 any Class Member whose original check was lost or misplaced, requested by the Class Member
19 prior to the void date.

20 3.3.3 For any Class Member whose Individual Class Payment check or
21 Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement
22 Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit
23 organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b).

24 3.3.4 The payment of Individual Class Payments and Individual PAGA
25 Payments shall not obligate Defendants to confer any additional benefits or make any additional
26 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
27 this Agreement.

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1 **4. RELEASES OF CLAIMS.** Effective on the date Defendants fully fund the Gross
2 Settlement Amount (including all employer payroll taxes on the wage portion of the Individual
3 Class Payments) upon Final Approval, in exchange for the consideration set forth in this
4 Agreement, Plaintiffs, Settlement Class Members, and PAGA Group Members will release claims
5 against all Released Parties as follows:

6 4.1 Plaintiffs' Releases. Plaintiffs and their respective former and present spouses,
7 representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release
8 and discharge Released Parties from all claims, transactions or occurrences that occurred from
9 April 1, 2020 through the December 31, 2023, including, but not limited to: (a) all claims that
10 were, or reasonably could have been, alleged, based on the facts contained, in the Action and (b)
11 all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the
12 Action, or ascertained during the Action and released under 4.2, below. Plaintiffs' Release does
13 not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
14 unemployment benefits, disability benefits, social security benefits, or workers' compensation
15 benefits. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in
16 addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless,
17 that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different
18 or additional facts or Plaintiffs' discovery of them. Plaintiff Yancy's release under this Agreement
19 specifically excludes the individual action filed by Plaintiff Yancy entitled *Patricia Yancy v.*
20 *Group 1 Automotive, Inc.*, filed in San Diego County Superior Court (Case No. 37-2021-
21 00022845-CU-WT-CTL) and pending in arbitration with Signature Resolution, Case No.
22 QXYZW. Nothing herein affects any rights or remedies available to Plaintiff Yancy in her
23 individual action. Plaintiff Yancy's individual action is specifically and expressly carved out of
24 this Agreement's release.

25 4.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes
26 of Plaintiffs' Releases, and except for Plaintiff Yancy's individual action (San Diego County
27 Superior Court Case No. 37-2021-00022845-CU-WT-CTL, Signature Resolution, Case No.
28 QXYZW) which is specifically and expressly carved out of this Agreement's release, Plaintiffs

1 expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the
2 Civil Code, which reads:

3 A general release does not extend to claims that the creditor or releasing party does
4 not know or suspect to exist in his or her favor at the time of executing the release,
5 and that if known by him or her would have materially affected his or her settlement
with the debtor or released party.

6 4.2 Release by Settlement Class Members. Effective on the date when Defendants
7 fully fund the Gross Settlement Amount (including all employer payroll taxes on the wage portion
8 of the Individual Class Payments) upon Final Approval, in exchange for the consideration set forth
9 in this Agreement, Plaintiffs and Settlement Class Members release the Released Parties from the
10 Released Class Claims. Released Class Claims include all wage and hour claims, rights, demands,
11 liabilities and causes of action of every nature and description made or which could have been
12 made on behalf of Class Members based on the facts or claims plead in the operative Complaint
13 which occurred during the Class Period, including, but not limited to, claims based on the
14 following categories of allegations during the Class Period: (a) all claims for unpaid minimum
15 wages; (b) all claims for unpaid overtime; (c) all claims for meal period violations; (d) all claims
16 for rest period violations; (e) failure to pay wages for sick time; (f) all claims for failure to provide
17 accurate, itemized, or otherwise proper wage statements; (g) all claims for failure to timely pay
18 wages during employment, including at or after termination of employment; (h) all claims for
19 failure to reimburse business expenses; (i) all claims for failure to maintain accurate and complete
20 payroll records; (j) all claims asserted through Business & Professions Code sections 17200, *et*
21 *seq.*, arising out of the aforementioned claims; (k) all claims asserted through PAGA (Lab. Code,
22 §§ 2698, *et seq.*, as defined above) arising out of the aforementioned claims; (l) all other claims for
23 penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs,
24 restitution, equitable relief, or additional damages that allegedly arise out of the aforementioned
25 claims. The Released Class Claims specifically include claims arising under the Labor Code,
26 including, without limitation, sections 90.5, 200-204, 210, 221-224, 218, 218.5, 218.6, 219, 225.5,
27 226, 226.2, 226.3, 226.7, 246, 510-512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
28 1197.1, 1198, 2698-2699.5, 2800, 2802, 2810.5, and 2751, Business and Professions Code

1 sections 17200, *et seq.*, Civil Code sections 3287, subdivision (b), and 3289, and Code of Civil
2 Procedure section 1021.5, and any derivative claims based on such alleged violations, including
3 those under any applicable California Industrial Welfare Commission Wage Order. The period of
4 the Released Class Claims shall extend to the limits of the Class Period. The judgment entered as
5 a result of this settlement shall have res judicata effect to the fullest extent allowed by law. Any
6 Class Member who submits a timely and valid request for exclusion to the settlement of the class
7 claims will not be bound by the release of the Released Class Claims. However, he/she will still
8 be bound by the release of the Released PAGA Claims.

9 4.3 Release of PAGA Claims. Effective on the date when Defendants fully fund the
10 Gross Settlement Amount (including all employer payroll taxes owed on the wage portion of the
11 Individual Class Payments) upon Final Approval, Plaintiffs, on behalf of themselves, the State of
12 California and all PAGA Group Members, release the Released Parties from the Released PAGA
13 Claims. No PAGA Group Member may opt out of this release. The Released PAGA Claims
14 include all claims against Defendants during the PAGA Period seeking civil penalties under the
15 PAGA that Plaintiffs in their capacity as proxies for the State of California, the LWDA, and as
16 private attorney generals acting on behalf of themselves and the PAGA Group Members, stated or
17 could have been stated based on the facts alleged in the Action based on, inter alia, the allegations
18 in the Complaint, LWDA Notices, and claims for PAGA civil penalties based on the Released
19 Class Claims (see above), that occurred during the PAGA Period. The period of the Released
20 PAGA Claims shall extend to the limits of the PAGA Period. The judgment entered as a result of
21 this settlement shall have res judicata effect to the fullest extent allowed by law.

22 **5. MOTION FOR PRELIMINARY APPROVAL.**

23 5.1 Responsibilities of Counsel. Plaintiffs' Counsel shall prepare and file a motion for
24 preliminary approval ("Motion for Preliminary Approval"). Plaintiffs' Counsel and Defense
25 Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary
26 Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a
27 prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to
28

1 advocate in favor of the Motion for Preliminary Approval. Plaintiffs' Counsel are responsible for
2 delivering the Court's Preliminary Approval to the Settlement Administrator.

3 5.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
4 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
5 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or
6 by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
7 Preliminary Approval or conditions Preliminary Approval on any material change to this
8 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the
9 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
10 otherwise satisfy the Court's concerns.

11 **6. SETTLEMENT ADMINISTRATION.**

12 6.1 Selection of Settlement Administrator. The Parties have jointly selected CPT
13 Group, Inc. to serve as the Settlement Administrator and verified that, as a condition of
14 appointment, it agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
15 specified in this Agreement in exchange for payment of administration expenses.

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18 6.2 Qualified Settlement Fund. The Settlement Administrator shall establish a
19 settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US
20 Treasury Regulation section 468B-1.

21 6.3 Notice to Class Members.

22 6.3.1 No later than five (5) business days after receipt of the Class Data, the
23 Settlement Administrator shall notify Class Counsel that the list has been received and state the
24 number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

25 6.3.2 Using best efforts to perform as soon as possible, and in no event later than
26 ten (10) business days after receiving the Class Data, the Settlement Administrator will send to all
27 Class Members identified in the Class Data, via first-class USPS mail, the Class Notice,
28 substantially in the form attached to this Agreement as Exhibit A.. Before mailing Class Notices,

1 the Settlement Administrator shall update Class Member addresses using the National Change of
2 Address database.

3 6.3.3 Not later than seven (7) business days after the Settlement Administrator's
4 receipt of any Class Notice returned by the USPS as undelivered, the Settlement Administrator
5 shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS
6 does not provide a forwarding address, the Settlement Administrator shall conduct a Class
7 Member Address Search, and re-mail the Class Notice to the most current address obtained. The
8 Settlement Administrator has no obligation to make further attempts to locate or send Class Notice
9 to Class Members whose Class Notice is returned by the USPS a second time.

10 6.3.4 The deadlines for Class Members' written objections, challenges to
11 Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional
12 fourteen (14) days beyond the 45 days otherwise provided in the Class Notice for all Class
13 Members whose notice is re-mailed.

14 6.3.5 If the Settlement Administrator, Defendants or Class Counsel is contacted
15 by or otherwise discovers any persons who believe they should have been included in the Class
16 Data and should have received Class Notice, the Parties will expeditiously meet and confer in
17 person or by telephone, and in good faith, in an effort to agree on whether to include them as Class
18 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
19 other Class Members, and the Settlement Administrator will send, via email or overnight delivery,
20 a Class Notice requiring them to exercise options under this Agreement not later than fourteen
21 (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are
22 later.

23 6.4 Requests for Exclusion (Opt-Outs).

24 6.4.1 Class Members who wish to exclude themselves (opt-out of) the
25 Settlement must send the Settlement Administrator, by email or mail, a signed written Request for
26 Exclusion not later than 45 days after the Settlement Administrator mails the Class Notice (plus an
27 additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for
28 Exclusion is a letter from a Class Member or his/her/their representative that reasonably

1 communicates the Class Member's election to be excluded from the Settlement and includes the
2 Class Member's name, address and email address or telephone number. To be valid, a Request for
3 Exclusion must be timely emailed or postmarked by the Response Deadline.

4 6.4.2 The Settlement Administrator may not reject a Request for Exclusion as
5 invalid because it fails to contain all the information specified in the Class Notice. The Settlement
6 Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can
7 reasonably ascertain the identity of the person as a Class Member and the Class Member's desire
8 to be excluded. The Settlement Administrator's determination shall be final and not appealable or
9 otherwise susceptible to challenge. If the Settlement Administrator has reason to question the
10 authenticity of a Request for Exclusion, the Settlement Administrator may demand additional
11 proof of the Class Member's identity. The Settlement Administrator's determination of
12 authenticity shall be final and not appealable or otherwise susceptible to challenge.

13 6.4.3 Every Class Member who does not submit a timely and valid Request for
14 Exclusion is deemed to be a Settlement Class Member under this Agreement, entitled to all
15 benefits and bound by all terms and conditions of the Settlement, including the Settlement Class
16 Members' Releases under Paragraphs 4.2 and 4.3 of this Agreement, regardless of whether the
17 Settlement Class Member actually receives the Class Notice or objects to the Settlement.

18 6.4.4 Every Class Member who submits a valid and timely Request for
19 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
20 or have the right to object to the class action components of the Settlement. Because future PAGA
21 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
22 Members who are PAGA Group Members are deemed to release the claims identified in
23 Paragraph 4.3 of this Agreement and are eligible for an Individual PAGA Payment.

24 6.5 Challenges to Calculation of Workweeks and Pay Periods. Each Class Member
25 shall have 45 days after the Settlement Administrator mails the Class Notice (plus an additional 14
26 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class
27 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
28 The Class Member may challenge the allocation by communicating with the Settlement

1 Administrator via email or mail. The Settlement Administrator must encourage the challenging
2 Class Member to submit supporting documentation. In the absence of any contrary documentation,
3 the Settlement Administrator is entitled to presume that the Workweeks and Pay Periods contained
4 in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement
5 Administrator's determination of each Class Member's allocation of Workweeks and Pay Periods
6 shall be final and not appealable or otherwise susceptible to challenge. The Settlement
7 Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or
8 Pay Periods to Defense Counsel and Class Counsel and the Settlement Administrator's
9 determination the challenges.

10 6.6 Objections to Settlement.

11 6.6.1 Only Settlement Class Members may object to the class action components
12 of the Settlement and/or this Agreement, including contesting the fairness of the Settlement,
13 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
14 Payment and/or Class Representative Service Payments.

15 6.6.2 Settlement Class Members may send written objections to the Settlement
16 Administrator by email or mail. In the alternative, Settlement Class Members may appear in Court
17 (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A
18 Settlement Class Member who elects to send a written objection to the Settlement Administrator
19 must do so not later than 45 days after the Settlement Administrator's mailing of the Class Notice
20 (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

21 6.6.3 Non-Participating Class Members have no right to object to any of the
22 class action components of the Settlement.

23 6.7 Settlement Administrator Duties. The Settlement Administrator has a duty to
24 perform or observe all tasks to be performed or observed by the Settlement Administrator
25 contained in this Agreement or otherwise.

26 6.7.1 Website, Email Address and Toll-Free Number. The Settlement
27 Administrator will establish and maintain and use an internet website to post information of
28 interest to Class Members including the date, time and location for the Final Approval Hearing

1 and copies of pertinent documents. The Settlement Administrator will also maintain and monitor
2 an email address and a toll-free telephone number to receive Class Member calls and emails.

3 6.7.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Settlement
4 Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their
5 validity. Not later than five (5) business days after the expiration of the deadline for submitting
6 Requests for Exclusion, the Settlement Administrator shall email a list to Class Counsel and
7 Defense Counsel containing (a) the names and other identifying information of Class Members
8 who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
9 other identifying information of Class Members who have submitted invalid Requests for
10 Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or
11 invalid).

12 6.7.3 Weekly Reports. The Settlement Administrator must, on a weekly basis,
13 provide written reports to Class Counsel and Defense Counsel that, among other things, tally the
14 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
15 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
16 and/or Pay Periods received and/or resolved (“Weekly Report”).

17 6.7.4 Workweek and/or Pay Period Challenges. The Settlement Administrator
18 has the authority to address and make final decisions consistent with the terms of this Agreement
19 on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
20 Settlement Administrator’s decision shall be final and not appealable or otherwise susceptible to
21 challenge.

22 6.7.5 Settlement Administrator’s Declaration. Not later than twenty (20) court
23 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the
24 Settlement, the Settlement Administrator will provide to Class Counsel and Defense Counsel a
25 signed declaration suitable for filing in Court attesting to its due diligence and compliance with all
26 of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice,
27 the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class
28 Members, the total number of Requests for Exclusion from Settlement it received (both valid or

1 invalid), and the number of written objections, and attach the Exclusion List. The Settlement
2 Administrator will supplement its declaration as needed or requested by the Parties and/or the
3 Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) in
4 Court.

5 **7. DEFENDANTS' RIGHT TO WITHDRAW.** As obtaining a PAGA release in the Action
6 is a material aspect of the settlement and agreed upon Gross Settlement Amount, in the event a
7 PAGA release cannot be successfully included as part of the settlement and this Agreement for
8 whatever reason, Defendants shall have the right to declare the settlement null and void.
9 Additionally, if more than five percent of the Class Members submit a timely and valid Request
10 for
11 Exclusion, Defendants shall have the sole and absolute discretion to withdraw from this
12 Agreement within ten (10) days after the Response Deadline by providing written notice of such
13 withdrawal to Class Counsel. In the event that Defendants elect to withdraw as set forth in this
14 provision, the withdrawal shall have the same effect as a termination of this Agreement; the
15 settlement shall become null and void and have no further force or effect. If Defendants exercise
16 their option to terminate this settlement pursuant to this section, they shall pay all administration
17 costs incurred up to the date and as a result of the termination.

18 **8. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
19 calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the
20 Settlement that includes a request for approval of the PAGA settlement under Labor Code section
21 2699, subdivision (l), a Proposed Final Approval Order and a Proposed Judgment (collectively
22 "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense
23 Counsel not later than three (3) days prior to filing the Motion for Final Approval. Class Counsel
24 and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good
25 faith, to resolve any disagreements concerning the Motion for Final Approval.

26 8.1 Response to Objections. Each Party retains the right to respond to any objection
27 raised by a Settlement Class Member, including the right to file responsive documents in Court no
28

1 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
2 accepted by the Court.

3 8.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
4 Approval on any material change to the Settlement (including, but not limited to, the scope of
5 release to be granted by Class Members), the Parties will expeditiously work together in good
6 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
7 Approval. The Court's decision to award less than the amounts requested for the Class
8 Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation
9 Expenses Payment and/or Settlement Administration Expenses Payment shall not constitute a
10 material modification to the Agreement within the meaning of this paragraph.

11 8.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
12 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
13 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
14 administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

15 8.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
17 Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective
18 counsel and all Settlement Class Members who did not object to the Settlement as provided in this
19 Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment
20 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
21 extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to
22 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
23 obligations to perform under this Agreement will be suspended until such time as the appeal is
24 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
25 of the Net Settlement Amount.

26 8.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the
27 reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material
28 modification of this Agreement (including, but not limited to, the scope of release to be granted by

1 Class Members), this Agreement shall be null and void. The Parties shall nevertheless
2 expeditiously work together in good faith to address the appellate court's concerns and to obtain
3 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration
4 expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify
5 the Court's award of the Class Representative Service Payments or any payments to Class Counsel
6 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
7 as long as the Gross Settlement Amount remains unchanged.

8 **9. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
9 Procedure section 384, the Parties will work together in good faith to jointly submit and a
10 proposed amended judgment.

11 **10. ADDITIONAL PROVISIONS.**

12 10.1 No Admission of Liability, Class Certification or Representative Manageability for
13 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
14 claims. Nothing in this Agreement is intended or should be construed as an admission by
15 Defendants that any of the allegations in the Action have merit or that Defendants have any
16 liability for any claims asserted; nor should it be intended or construed as an admission by
17 Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class
18 certification and representative treatment is for purposes of this Settlement only. If, for any reason
19 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve
20 the right to contest certification of any class for any reasons, and Defendants reserve all available
21 defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification
22 on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and
23 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
24 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and
25 this Agreement).

26 10.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel,
27 Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval
28 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or

1 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
2 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
3 government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all
4 of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3)
5 to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court
6 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
7 government agency. Each Party agrees to immediately notify each other Party of any judicial or
8 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants,
9 and Defense Counsel, separately agree not to, directly or indirectly, initiate any conversation or
10 other communication, before the filing of the Motion for Preliminary Approval, any with third
11 party regarding this Agreement or the matters giving rise to this Agreement except to respond only
12 that "the matter was resolved," or words to that effect. This paragraph does not restrict Class
13 Counsel's communications with Class Members in accordance with Class Counsel's ethical
14 obligations owed to Class Members.

15 10.3 No Solicitation. The Parties separately agree that they and their respective counsel
16 and employees will not solicit any Class Member to opt out of or object to the Settlement, or
17 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
18 ability to communicate with Class Members in accordance with Class Counsel's ethical
19 obligations owed to Class Members.

20 10.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
21 Agreement together with its attached exhibits shall constitute the entire agreement between the
22 Parties relating to the Settlement, superseding any and all oral representations, warranties,
23 covenants or inducements made to or by any Party.

24 10.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
25 and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
26 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
27 effectuate its terms, and to execute any other documents reasonably required to effectuate the
28 terms of this Agreement including any amendments to this Agreement.

1 10.6 Cooperation. The Parties and their counsel will cooperate with each other and use
2 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
3 Settlement Agreement, submitting supplemental evidence and supplementing points and
4 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or
5 content of any document necessary to implement the Settlement, or on any modification of the
6 Agreement that may become necessary to implement the Settlement, the Parties will seek the
7 assistance of a mediator and/or the Court for resolution.

8 10.7 No Prior Assignments. The Parties separately represent and warrant that they have
9 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
10 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
11 action or right released and discharged by the Party in this Settlement.

12 10.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense
13 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
14 Settlement be relied upon as such within the meaning of United States Treasury Department
15 Circular 230 (31 CFR Part 10, as amended) or otherwise.

16 10.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed or waived only by an express written instrument signed by all Parties or their
18 representatives and approved by the Court.

19 10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
20 to the benefit of, the successors of each of the Parties.

21 10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the internal laws of the State of California, without
23 regard to conflict of law principles.

24 10.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
25 preparation of this Agreement. This Agreement will not be construed against any Party on the
26 basis that the Party was the drafter or participated in the drafting.

27
28

1 10.13 Confidentiality. To the extent permitted by law, all agreements made and orders
2 entered during Action and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement.

4 10.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
5 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
6 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
7 connection with the Settlement, may be used only with respect to this Settlement, and no other
8 purpose, and may not be used in any way that violates any existing contractual agreement, statute
9 or California Rule of Court rule. Not later than ninety (90) days after the date when the Court
10 discharges the Settlement Administrator's obligation to provide a Declaration confirming the final
11 pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class
12 Data received from Defendants.

13 10.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
14 inserted for convenience of reference only and does not constitute a part of this Agreement.

15 10.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
16 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
17 weekend or federal legal holiday, such date or deadline shall be on the first business day
18 thereafter.

19 10.17 Notice. All notices, demands or other communications between the Parties in
20 connection with this Agreement will be in writing and deemed to have been duly given as of the
21 third business day after mailing by United States mail, or the day sent by email or messenger,
22 addressed as follows:

23 To Plaintiff Craig Kitnick, the Class and PAGA Group Members:

24 Anthony J. Orshansky
25 Jennifer L. Connor
26 Justin Kachadoorian
27 CounselOne, PC
28 9301 Wilshire Boulevard, Suite 650
 Beverly Hills, California 90210
 Email: anthony@counselonegroup.com
 Email jennifer@counselonegroup.com
 Email: justin@counselonegroup.com

1 To Plaintiff Robert Fraire, the Class, and PAGA Group Members:

2 James R. Hawkins
3 Gregory Mauro
4 Michael Calvo
5 Jeanne Sarmiento
6 James Hawkins, APLC
7 9880 Research Drive, Suite 200
8 Irvine, California 92618
9 Email: james@jameshawkinsaplc.com
10 Email: greg@jameshawkinsaplc.com
11 Email: michael@jameshawkinsaplc.com
12 Email: jeanne@jameshawkinsaplc.com

13 To Plaintiff Patricia Yancy, the Class, and PAGA Group Members:

14 Roman Otkupman
15 Otkupman Law Firm, A Law Corporation
16 5743 Corsa Avenue, Suite 123
17 Westlake Village, California 91301
18 Email: roman@olfla.com

19 For Defendants:

20 Mark J. Jacobs
21 Fisher & Phillips LLP
22 2050 Main Street Suite 1000
23 Irvine, California 92614
24 Email: mjacobs@fisherphillips.com

25 10.18 Execution in Counterparts. This Agreement may be executed in one or more
26 counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this
27 Agreement shall be accepted as an original. All executed counterparts and each of them will be
28 deemed to be one and the same instrument if counsel for the Parties will exchange between
themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
the existence and contents of this Agreement.

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

1 **IT IS SO AGREED:**

2

3 Dated: 11 / 13 / 2023, 2023

4

Craig Kitnick
Plaintiff Craig Kitnick

5 Dated: November 14, 2023

6

[Signature]
Anthony J. Orshansky
Jennifer L. Connor
Justin Kachadoorian
CounselOne, PC
Counsel for Plaintiff Craig Kitnick

7

8

9

10 Dated: _____, 2023

11

Plaintiff Roberto Fraire

12

12 Dated: _____, 2023

13

14

15

16

James R. Hawkins
Gregory Mauro
Michael Calvo
Jeanne Sarmiento
James Hawkins, APLC
Counsel for Plaintiff Roberto Fraire

17

Dated: 11/13/2023, 2023

DocuSigned by:
[Signature]
18FC3DFFA8A748E

18

Plaintiff Patricia Yancy

19

20 Dated: 11/13, 2023

21

[Signature]
Roman Otkupman
Otkupman Law Firm, A Law Corporation
Counsel for Plaintiff Patricia Yancy

22

23 Dated: 11/21, 2023

24

Name: Steve Huang

25

Title: Ass. GC

26

On Behalf of Defendant Group 1 Automotive, Inc.

27

28

1 IT IS SO AGREED:

2

3 Dated: _____, 2023

Plaintiff Craig Kitnick

4

5 Dated: _____, 2023

Anthony J. Orshansky
Jennifer L. Connor
Justin Kachadoorian
CounselOne, PC
Counsel for Plaintiff Craig Kitnick

6

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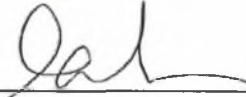
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DocuSigned by:


Plaintiff Roberto Fraire

11

12 Dated: 11/20/2023



James R. Hawkins
Gregory Mauro
Michael Calvo
Jeanne Sarmiento
James Hawkins, APLC
Counsel for Plaintiff Roberto Fraire

13

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18 Dated: _____, 2023

Plaintiff Patricia Yancy

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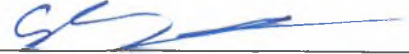
21 Dated: _____, 2023

Roman Otkupman
Otkupman Law Firm, A Law Corporation
Counsel for Plaintiff Patricia Yancy


22

23

24 Dated: 11/21, 2023



25

Name: 

26

Title: ASS. GC

27

On Behalf of Defendant Group 1 Automotive, Inc.

28

29

30

1 Dated: 11/21, 2023

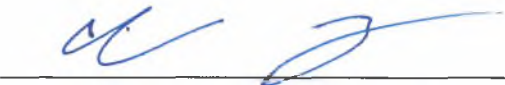


2 Name: Steve Hwang

3 Title: ASS GC

4 On Behalf of Defendant GPI CA-DMII, Inc.

6 Dated: 11/21, 2023



8 Name: Steve Hwang

9 Title: ACC. G.C

10 On Behalf of Defendant GPI CA-TII, Inc.

12 Dated: 11/21, 2023



14 Name: Steve Hwang

15 Title: ASS G.C.C

16 On Behalf of Defendant GPI CA-SV, Inc.

18 Dated: 11/21, 2023

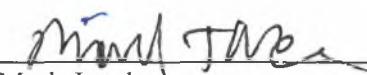


20 Name: Steve Hwang

21 Title: ASS GC

22 On Behalf of Defendant Miller-DM, Inc.

24 Dated: 11/21, 2023



25 Mark Jacobs
26 Fisher & Phillips LLP
27 Counsel for All Defendants

1 ANTHONY J. ORSHANSKY (SBN 199364)
anthony@counselonegroup.com
2 JENNIFER L. CONNOR (SBN 241480)
jennifer@counselonegroup.com
3 JUSTIN KACHADOORIAN (SBN 260356)
justin@counselonegroup.com
4 COUNSELONE, PC
9301 Wilshire Boulevard, Suite 650
5 Beverly Hills, California 90210
Telephone: (310) 277-9945
6 Facsimile: (424) 277-3727

7 Attorneys for Plaintiff Craig Kitnick, on behalf
of himself and others similarly situated

8 [ADDITIONAL COUNSEL LISTED ON NEXT PAGE]
9

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF MERCED**

13
14 CRAIG KITNICK, ROBERTO FRAIRE, AND
PATRICIA YANCY, on behalf of themselves
15 and others similarly situated,

16 Plaintiffs,

17 v.

18 GROUP 1 AUTOMOTIVE, INC., a Delaware
corporation; GPI CA-DMII, INC., a Delaware
19 corporation; GPI CA-TII, INC., a Delaware
corporation; GPI CA-SV, INC., a Delaware
20 corporation; MILLER-DM, INC., a Delaware
corporation; and DOES 1 through 100,
21 inclusive,

22 Defendants.
23
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28

Case No.: 21CV-03890

Assigned for all purposes to:
Hon. Brian McCabe, Dept. 8

CLASS ACTION

**AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Preliminary Approval Hearing

Date: December 20, 2023

Time: 8:15 a.m.

Dept.: 8

1 JAMES R. HAWKINS (SBN 192925)
James@jameshawkinsaplc.com
2 GREGORY MAURO (SBN 222239)
Greg@jameshawkinsaplc.com
3 MICHAEL CALVO (SBN 314986)
Michael@jameshawkinsaplc.com
4 JEANNE SARMIENTO (SBN 309660)
Jeanne@jameshawkinsaplc.com
5 JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
6 Irvine, California 92618
Telephone: (949) 387-7200
7 Facsimile: (949) 387-6676

8 Attorneys for Plaintiff Roberto Fraire, on behalf
of himself and others similarly situated
9

10 ROMAN OTKUPMAN (SBN 249423)
Roman@OLFLA.com.com
11 OTKUPMAN LAW FIRM, A LAW CORPORATION
5743 Corsa Avenue, Suite 123
12 Westlake Village, California 91301
Telephone: (818) 293-5623
13 Facsimile: (888) 850-1310

14 Attorneys for Plaintiff Patricia Yancy, on behalf
of herself and others similarly situated

15 RYAN D. WHEELER (SBN 268353)
rwheeler@fisherphillips.com
16 MARK J. JACOBS (SBN 208945)
mjacobs@fisherphillips.com
17 FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
18 Irvine, California 92614
Telephone: (949) 851-2424
19 Facsimile: (949) 851-0152
20

21 Attorneys for Defendants
22
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1 Pursuant to the Class Action and PAGA Settlement Agreement (“Settlement Agreement”)
2 entered into on or about November 21, 2023, Plaintiffs Craig Kitnick, Roberto Fraire, and Patricia
3 Yancy (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated, and
4 Defendants Group 1 Automotive, Inc., GPI CA-DMII, Inc., GPI CA-TII, Inc., GPI CA-SV, Inc.,
5 and Miller-DM, Inc. (collectively, “Defendants”), through their respective counsel of record, hereby
6 enter into this Amendment to the Class Action and PAGA Settlement Agreement (“Amendment”).

7 1. Paragraph 1.2 (as set forth in the Settlement Agreement) is amended as follows:

8 “Class” or “Class Members” means all current and former non-exempt employees
9 paid in whole or part on a commission basis, who work or worked in finance,
service, or sales for Defendants in the State of California during the Class Period.

10 2. Any ambiguities, inconsistencies, or differences between this Amendment and the
11 Settlement Agreement and exhibits thereto shall be interpreted in favor of this Amendment.

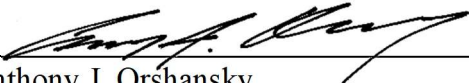
12 3. Except as otherwise expressly set forth herein, all of the terms of the Settlement
13 Agreement are hereby incorporated into this Amendment by reference. This Amendment is not
14 intended and shall not be construed to alter any other provision of the Settlement Agreement in any
15 way, shape, or form.

16 4. This Amendment may be signed in one or more counterparts and electronic
17 signatures are acceptable. All executed copies of this Settlement Agreement, and photocopies
18 thereof (including facsimile copies of the signature pages), shall have the same force and effect and
19 shall be as legally binding and enforceable as the original.

20
21 **[SIGNATURES ON NEXT PAGE]**
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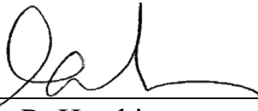
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Dated: November 24, 2023




Anthony J. Orshansky
Jennifer L. Connor
Justin Kachadoorian
CounselOne, PC
Counsel for Plaintiff Craig Kitnick

Dated: November 27, 2023



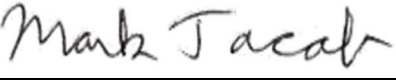
James R. Hawkins
Gregory Mauro
Michael Calvo
Jeanne Sarmiento
James Hawkins, APLC
Counsel for Plaintiff Roberto Fraire

Dated: November 27, 2023



Roman Otkupman
Otkupman Law Firm, A Law Corporation
Counsel for Plaintiff Patricia Yancy

Dated: November 27, 2023



Mark J. Jacobs
Ryan D. Wheeler
Fisher & Phillips LLP
Counsel for All Defendants