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Superior Court of California,
County of Solano
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By: N. Shaw, Deputy Clerk

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Attorney for Plaintiff
Ryan John, on behalf of himself and all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SOLANO

RYAN JOHN on behalf of himself and all others
similarly situated, and on behalf of the general
public;

Plaintiff,

vs.

FAIRFIELD AUTOMOTIVE PARTNERS,
LLC, a California Limited Liability Company,
BMW OF FAIRFIELD, a Corporation,
SCHOMP AUTOMOTIVE, a Corporation and
DOES 1 through 10, inclusive,

Defendants.

CASE NO. CU24-07141

**ORDER AFTER HEARING ON
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: September 30, 2026
Time: 9:00 a.m.
Dept.: 8
Judge: Hon. Wendy Getty

1 Plaintiff Ryan John ("Plaintiff") moved for preliminary approval of the proposed Class
2 Action and PAGA Settlement (the "Settlement") between Plaintiff and Defendants Fairfield
3 Automotive Partners, LLC, et al. (collectively, "Defendants").

4 Before granting final approval of class settlements, courts grant preliminary approval of the
5 class settlement, grant conditional certification of the class, approve the forms and methods of class
6 notice, and set a final hearing.

7 In determining whether a class settlement is fair, adequate and reasonable, the court
8 considers relevant factors, including: (1) the strength of plaintiffs' case; (2) the risk, expense,
9 complexity and likely duration of further litigation; (3) the risk of maintaining class action status
10 through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the
11 stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a
12 governmental participant; and (8) the reaction of the class members to the proposed settlement. The
13 list of factors is not exclusive and the court is free to engage in a balancing and weighing of factors
14 depending on the circumstances of each case.

15 Although the court gives regard to what is otherwise a private consensual agreement
16 between the parties, the court must also evaluate the proposed settlement agreement with the
17 purpose of protecting the rights of the absent class members who will be bound by the settlement
18 and to ensure the absence of fraud, overreaching or collusion between the negotiating parties, and
19 that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned. The court
20 uniquely serves as the gatekeeper to protect the interests of the putative class and PAGA group.
21 The burden is on the proponent of the settlement to show that it is fair and reasonable. However, a
22 presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining;
23 (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3)
24 counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (See
25 *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45.)

26 The Court, having considered the Motion for Preliminary Approval of Class Action and
27 PAGA Settlement, the supporting papers and exhibits, the proposed Settlement Agreement, the
28 arguments of counsel, the pleadings and papers on file in this action, and having heard and
considered the arguments of counsel at the hearing, **HEREBY ORDERS AS FOLLOWS:**

1. The motion for preliminary approval of class action and PAGA settlement is
GRANTED.

2. The Court has considered the applicable factors concerning the fairness, adequacy,

1 and reasonableness of the proposed settlement, and finds, for purposes of preliminary approval,
2 that the proposed Settlement appears to be within the range of reasonableness and that further
3 proceedings pursuant to the Settlement are warranted.

4 3. The Court further finds that the Settlement was reached through arm's-length
5 negotiations, including mediation before the Honorable Margart Nagle (Ret.), and that Plaintiff's
6 counsel has experience in class action litigation.

7 4. For purposes of settlement only, the Court conditionally certifies the following
8 Settlement Class:

9 All individuals who worked for Defendants in California as hourly, non-exempt
10 employees at any time during the Class Period (September 18, 2020 through March
11 12, 2026).

12 5. The Court preliminarily approves the Gross Settlement Amount of \$300,000.

13 6. Defendants shall fund the Settlement through installment payments to the
14 Settlement Administrator over a period of twelve (12) months, in accordance with the Settlement
15 Agreement.

16 7. No later than five (5) days following each deposit made by Defendants to the
17 Settlement Administrator, the Settlement Administrator shall provide confirmation to Plaintiffs'
18 Counsel and Defendants' Counsel that the deposit was received.

19 8. The Court preliminarily approves ILYM Group, Inc. as the Settlement
20 Administrator.

21 9. The Court grants preliminary approval of payment of settlement administration
22 costs to ILYM Group, Inc. in an amount up to \$7,500.00.

23 10. The Settlement Administrator shall perform the duties set forth in the Settlement
24 Agreement and this Order, including providing notice, processing requests for exclusion, receiving
25 objections, maintaining records, calculating individual settlement payments, and distributing
26 settlement funds as authorized.

27 11. The Court grants preliminary approval of Named Plaintiff Ryan John as Class
28 Representative.

12. The Court grants preliminary approval of the Service Award to Named Plaintiff
Ryan John in an amount up to \$10,000.00

13. The Court grants preliminary approval of Otkupman Law Firm, A Law Corporation
as Class Counsel.

1 14. The Court grants preliminary approval of the payment to Class Counsel of
2 reasonable attorney's fees in an amount up to \$99,900.00 (one-third of the Gross Settlement
3 Amount) and costs in the amount of reasonable costs actually incurred, not to exceed \$20,000.00.

4 15. The Court grants preliminary approval of the PAGA Payment in the amount of
5 \$20,000.00. Sixty-Five percent (65%) of this amount, or \$13,000.00, will be paid to the LWDA.
6 Thirty-Five percent (35%) of this amount, or \$7,000.00, will be paid to the Aggrieved Employees
on a pro rata basis

7 16. The Court approves the revised Class Notice attached hereto as **Exhibit "A"** (red-
8 lined version attached hereto as **Exhibit "B"**) and orders the Settlement Administrator to provide
9 the Class Notice to the Class in accordance with the Settlement Agreement and this Order.

10 17. The Court grants the schedule for implementation of the terms of the Settlement
11 Agreement.

12 18. The Court sets the Final Approval Hearing for **October 6, 2027**, at 9:00 a.m., in
13 Department 8.

14 DATED: 10/09/2026



HON. WENDY GETTY
JUDGE OF THE SUPERIOR COURT

17 Reviewed and Approved as to Form and Content.

18
19 
20 Daniela Theriault
Attorneys for Defendants

EXHIBIT A

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

Ryan John, et al. v. Fairfield Automotive Partners, LLC, et al.
Solano County Superior Court Case No. CU24-07141

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Fairfield Automotive Partners, LLC, BMW of Fairfield, and Schomp Automotive ("Defendants") for alleged wage and hour violations. The Action was filed by a former employee of Defendants, Ryan John ("Plaintiff"), and seeks payment of wages, penalties, and interest for a class of all individuals who worked for Defendants in California as hourly, non-exempt employees at any time during the Class Period (September 18, 2020 through March 12, 2026); and (2) penalties under the California Private Attorney General Act ("PAGA") for all individuals who worked for Defendants in California as hourly, non-exempt employees during the PAGA Period (July 11, 2023 through March 12, 2026) ("Aggrieved Employees").

Defendants deny all liability and are confident that they have strong legal and factual defenses to the above claims, and contend that their conduct is and has been lawful at all times and that Plaintiff's claims do not have merit and do not meet the requirements for class certification. However, Defendants recognize the risks, distractions, and costs associated with continued litigation.

The Court has not made any ruling on the merits of this case.

The proposed Settlement has two main parts: (1) a Class Settlement whereby Defendants agree to fund Individual Class Payments, and (2) a PAGA Settlement whereby Defendants agree to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights are affected whether you act or not act.** Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class

Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is [REDACTED]	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and

Written Challenges Must be Submitted by 	number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this notice.
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Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to provide meal periods or compensation in lieu thereof, failing to provide rest periods or compensation in lieu thereof, failing to pay all wages, failing to comply with itemized employee wage statement provisions, failing to timely pay wages due at termination, failing to timely pay employees, failing to reimburse employees for business expenses, and unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Otkupman Law Firm, A Law Corporation ("Class Counsel.")

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

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

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

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

A. Defendants will pay \$300,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment,

Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

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

1. Up to \$99,900.00 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and reimbursement to Class Counsel for litigation expenses in the amount of actual costs reasonably incurred in an amount not to exceed \$20,000.00. To date, Class Counsel have worked and incurred expenses on the Action without payment.
2. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
3. A payment to the Administrator for services administering the Settlement in an amount up to \$7,500.00.
4. Up to \$20,000.00 for PAGA Penalties, allocated 65% (\$13,000.00) to the LWDA PAGA Payment and 35% (\$7,000.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

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

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion.") The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

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

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

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

I. Participating Class Members' Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative Complaint including, e.g., (1) any and all claims involving any alleged failure to pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged failure to provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide compliant rest breaks, or compensation in lieu thereof; (5) any alleged failure to indemnify/reimburse necessary business expenses; (6) any alleged failure to pay wages due upon separation; (7) any alleged failure to provide compliant accurate itemized wage statements; and (8) any alleged unlawful, unfair, or fraudulent business actions or practices under Business and Professions Code §§ 17200, et seq. arising out of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order violations referenced in the Operative Complaint, including but not limited to the following: Labor Code § 201 – 203, 204, 226, 226(a)-(e), 226.3, 226.7, 204(a)-(b), 210, 218, 510, 512, 558, 510, 1194, 1194.2, 226(a), (e), 1174, 1174(d), 1194, 1194.2, 17200, 2802, 2751, IWC Order No. 5-2001 and 7-2001.

J. Aggrieved Employees’ Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice including, e.g., (1) any and all claims involving any alleged failure to pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged failure to provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide compliant rest breaks, or compensation in lieu thereof; (5) any alleged failure to indemnify/reimburse necessary business expenses; (6) any alleged failure to pay wages due upon separation; (7) any alleged failure to provide compliant accurate itemized wage statements and including but not limited to the following: Labor Code § 201 – 203, 204, 226, 226(a)-(e), 226.3, 226.7, 204(a)-(b), 210, 218, 510, 512, 558, 510, 1194, 1194.2, 226(a), (e), 1174, 1174(d), 1194, 1194.2, 17200, 2802, 2751, IWC Order No. 5-2001 and 7-2001.

K. Released Parties. The Released Parties are defined as: Defendants and each of its former, and current owners, parents, and subsidiaries, and all of their current, and former, officers,

directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenged by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

You do not have to do anything to receive payment of your portion of the Settlement. If you do nothing, you will be considered a "Participating Class Member" and the Administrator will send, by U.S. mail, a single check to every Participating Class Member including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

If you choose to opt-out of the Class Settlement (see Section 6 below), you will be considered a "Non-Participating Class Member" and the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to you as an Aggrieved Employee. Although you may choose to opt out of the Class portion of the Settlement, you may not opt out of the PAGA portion of the Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the

Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *John v. Fairfield Automotive Partners, LLC* and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information, including mailing address, e-mail address, fax number, and telephone number. The request may be sent via mail, e-mail, or fax.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members (those who have not opted out of the Class Settlement) have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *John v. Fairfield Automotive Partners, LLC* and include your name, current address, telephone number, and approximate dates of employment for Defendants, and sign the objection. Section 9 of this Notice has the Administrator's contact information, including mailing address, e-mail address, fax number, and telephone number. The objection may be sent via mail, e-mail, or fax.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at 9:00 a.m. in Department 8 of the Solano County Superior Court, located at 600 Union Avenue, Fairfield, CA 94533. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. To appear at any hearing including the Final Approval Hearing virtually, you can use the following standing Zoom Credentials:

<https://solano-courts-ca.gov.zoomgov.com/j/1619704645?pwd=aUwyYUFUcU5Eazl6SEkrmcRnRLUT09>

Meeting ID: 161 970 4645

Passcode: 675002

One tap mobile

+16692545252,,1619704645#,,, *675002# US (San Jose)

+16692161590,,1619704645#,,, *675002# US (San Jose)

Check the Court's website for the most current information. The Court's remote appearance information can be found at the following website: <https://solano.courts.ca.gov/divisions/civil-court/remote-appearance-civil-court>.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgement or any other Settlement documents is to go to ILYM's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also personally review court documents in the Clerk's Office at the Solano County Superior Court located at 600 Union Avenue, Fairfield, CA 94533 during its regular business hours each business day or on the Court's website. To view information and documents on the Court's website, you need to do the following: (1) go to <https://solano.courts.ca.gov/>; (2) navigate to "Online Services" and then "Case Search"; (3) complete the registration using your e-mail address; (4) navigate to "Log In" and log in using the credentials you registered with; (5) navigate back to "Case Search" and then insert the Case Number where prompted: CU24-07141 and click "Search"; (6) once the results appear, click on the case number (CU24-07141) which will appear in blue font.

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

Class Counsel:

Name of Attorney: Roman Otkupman; Nidah Farishta

Email Address: Roman@OLFLA.com; Nidah@OLFLA.com

Name of Firm: Otkupman Law Firm, A Law Corporation

Mailing Address: 5743 Corsa Ave., Suite 123, Westlake Village, CA 91362

Telephone: (818) 293-5623

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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EXHIBIT B

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

Ryan John, et al. v. Fairfield Automotive Partners, LLC, et al.
Solano County Superior Court Case No. CU24-07141

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Fairfield Automotive Partners, LLC, BMW of Fairfield, and Schomp Automotive ("Defendants") for alleged wage and hour violations. The Action was filed by a former employee of Defendants, Ryan John ("Plaintiff"), and seeks payment of wages, penalties, and interest for a class of all individuals who worked for Defendants in California as hourly, non-exempt employees at any time during the Class Period (September 18, 2020 through March 12, 2026); and (2) penalties under the California Private Attorney General Act ("PAGA") for all individuals who worked for Defendants in California as hourly, non-exempt employees during the PAGA Period (July 11, 2023 through March 12, 2026) ("Aggrieved Employees").

Defendants deny all liability and are confident that they have strong legal and factual defenses to the above claims, and contend that their conduct is and has been lawful at all times and that Plaintiff's claims do not have merit and do not meet the requirements for class certification. However, Defendants recognize the risks, distractions, and costs associated with continued litigation.

The Court has not made any ruling on the merits of this case.

The proposed Settlement has two main parts: (1) a Class Settlement whereby Defendants agree to fund Individual Class Payments, and (2) a PAGA Settlement whereby Defendants agree to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights are affected whether you act or not act.** Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class

Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is [REDACTED]	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and

Written Challenges Must be Submitted by 	number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this notice.
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Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to provide meal periods or compensation in lieu thereof, failing to provide rest periods or compensation in lieu thereof, failing to pay all wages, failing to comply with itemized employee wage statement provisions, failing to timely pay wages due at termination, failing to timely pay employees, failing to reimburse employees for business expenses, and unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Otkupman Law Firm, A Law Corporation ("Class Counsel.")

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

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

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

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

A. Defendants will pay \$300,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment,

Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

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

1. Up to \$99,900.00 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and reimbursement to Class Counsel for litigation expenses in the amount of actual costs reasonably incurred in an amount not to exceed \$20,000.00. To date, Class Counsel have worked and incurred expenses on the Action without payment.
2. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
3. A payment to the Administrator for services administering the Settlement in an amount up to \$7,500.00.
4. Up to \$20,000.00 for PAGA Penalties, allocated 65% (\$13,000.00) to the LWDA PAGA Payment and 35% (\$7,000.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

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

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion.") The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

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

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

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

I. Participating Class Members' Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative Complaint including, e.g., (1) any and all claims involving any alleged failure to pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged failure to provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide compliant rest breaks, or compensation in lieu thereof; (5) any alleged failure to indemnify/reimburse necessary business expenses; (6) any alleged failure to pay wages due upon separation; (7) any alleged failure to provide compliant accurate itemized wage statements; and (8) any alleged unlawful, unfair, or fraudulent business actions or practices under Business and Professions Code §§ 17200, et seq. arising out of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order violations referenced in the Operative Complaint, including but not limited to the following: Labor Code § 201 – 203, 204, 226, 226(a)-(e), 226.3, 226.7, 204(a)-(b), 210, 218, 510, 512, 558, 510, 1194, 1194.2, 226(a), (e), 1174, 1174(d), 1194, 1194.2, 17200, 2802, 2751, IWC Order No. 5-2001 and 7-2001.

J. Aggrieved Employees’ Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice including, e.g., (1) any and all claims involving any alleged failure to pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged failure to provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide compliant rest breaks, or compensation in lieu thereof; (5) any alleged failure to indemnify/reimburse necessary business expenses; (6) any alleged failure to pay wages due upon separation; (7) any alleged failure to provide compliant accurate itemized wage statements and including but not limited to the following: Labor Code § 201 – 203, 204, 226, 226(a)-(e), 226.3, 226.7, 204(a)-(b), 210, 218, 510, 512, 558, 510, 1194, 1194.2, 226(a), (e), 1174, 1174(d), 1194, 1194.2, 17200, 2802, 2751, IWC Order No. 5-2001 and 7-2001.

K. Released Parties. The Released Parties are defined as: Defendants and each of its former, and current owners, parents, and subsidiaries, and all of their current, and former, officers,

directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenged by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

You do not have to do anything to receive payment of your portion of the Settlement. If you do nothing, you will be considered a "Participating Class Member" and the Administrator will send, by U.S. mail, a single check to every Participating Class Member including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

If you choose to opt-out of the Class Settlement (see Section 6 below), you will be considered a "Non-Participating Class Member" and the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to you as an Aggrieved Employee. Although you may choose to opt out of the Class portion of the Settlement, you may not opt out of the PAGA portion of the Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the

Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *John v. Fairfield Automotive Partners, LLC* and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information, including mailing address, e-mail address, fax number, and telephone number. The request may be sent via mail, e-mail, or fax.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members (those who have not opted out of the Class Settlement) have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *John v. Fairfield Automotive Partners, LLC* and include your name, current address, telephone number, and approximate dates of employment for Defendants, and sign the objection. Section 9 of this Notice has the Administrator's contact information, including mailing address, e-mail address, fax number, and telephone number. The objection may be sent via mail, e-mail, or fax.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at 9:00 a.m. in Department 8 of the Solano County Superior Court, located at 600 Union Avenue, Fairfield, CA 94533. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. To appear at any hearing including the Final Approval Hearing virtually, you can use the following standing Zoom Credentials:

<https://solano-courts-ca.gov.zoomgov.com/j/1619704645?pwd=aUwyYUFUcU5Eazl6SEkremerRnRLUT09>
Meeting ID: 161 970 4645
Passcode: 675002
One tap mobile
+16692545252,,1619704645#,,, *675002# US (San Jose)
+16692161590,,1619704645#,,, *675002# US (San Jose)

Check the Court's website for the most current information. The Court's remote appearance information can be found at the following website: <https://solano.courts.ca.gov/divisions/civil-court/remote-appearance-civil-court>.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgement or any other Settlement documents is to go to ILYM's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also personally review court documents in the Clerk's Office at the Solano County Superior Court located at 600 Union Avenue, Fairfield, CA 94533 during its regular business hours each business day or on the Court's website. To view information and documents on the Court's website, you need to do the following: (1) go to <https://solano.courts.ca.gov/>; (2) navigate to "Online Services" and then "Case Search"; (3) complete the registration using your e-mail address; (4) navigate to "Log In" and log in using the credentials you registered with; (5) navigate back to "Case Search" and then insert the Case Number where prompted: CU24-07141 and click "Search"; (6) once the results appear, click on the case number (CU24-07141) which will appear in blue font.

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

Class Counsel:

Name of Attorney: Roman Otkupman; Nidah Farishta

Email Address: Roman@OLFLA.com; Nidah@OLFLA.com

Name of Firm: Otkupman Law Firm, A Law Corporation

Mailing Address: 5743 Corsa Ave., Suite 123, Westlake Village, CA 91362

Telephone: (818) 293-5623

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

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