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8 444 S. Flower Street, Suite 1590  
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Facsimile: (213) 330-4501

10 Attorneys for Defendant  
11 DOWNTOWN FIGUEROA MOTORS, LLC  
dba MOTOR VILLAGE LA, erroneously sued as  
12 MOTOR VILLAGE OF LOS ANGELES

13 Alexandra A. Bodnar (SBN 185255)  
Amber L. Roller (SBN 273354)  
14 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
400 S. Hope Street, Suite 1200  
15 Los Angeles, California 90071  
Telephone: (213) 239-9800  
16 Facsimile: (213) 239-9045

17 Attorneys for Defendant  
FCA US LLC f/k/a Chrysler Group LLC  
18

19 SUPERIOR COURT OF CALIFORNIA  
20 COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST  
21

22 MICHAEL PASSAGE and DELORES  
JOSHUA, on behalf of themselves and other  
23 similarly situated,  
24 Plaintiffs,  
25 v.  
26 MOTOR VILLAGE OF LOS ANGELES; and  
DOES 1 TO 50, inclusive,  
27 Defendants.  
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Case No.: BC542025  
[The Honorable Maren E. Nelson, Dept. 307]  
**ADDENDUM TO STIPULATION FOR  
CLASS ACTION SETTLEMENT AND  
RELEASE OF CLAIMS**  
Complaint Filed: April 9, 2014  
Trial Date: None

1 This Addendum, when agreed to by the Parties, shall modify certain provisions of the  
2 Stipulation of Class Action Settlement and Release (hereinafter “Stipulation of Settlement” or  
3 “Settlement”) in the case commonly referred to as *Michael Passage, et al. v. Motor Village of*  
4 *Los Angeles, et al.*, pending in the in Los Angeles Superior Court, Case No. BC542025 (the  
5 “Action”). Any ambiguities, inconsistencies or differences between this Addendum and the  
6 Stipulation of Settlement and exhibits thereto shall be interpreted in favor of this Addendum.

7 The Parties enter into this Addendum in order to address points raised by the Court at  
8 the hearing on the motion for preliminary approval. The Parties agree that this Addendum  
9 merely adds a provision to the Settlement, but is not intended and shall not be construed to alter  
10 any other provision of the Settlement in any way, shape or form. All terms defined in the  
11 Stipulation of Settlement shall have the same meaning in this Addendum.

12 Specifically, the Court requested (1) for the Stipulation of Settlement to include a  
13 section pertaining to the right of Class Members to opt out of Settlement, consistent with the  
14 Notice of Pendency of Class Action and Settlement (“Notice”), and (2) to revise Section 9(d) of  
15 the Notice to make clear that Class Members may object to the Settlement by simply mailing  
16 their objection to the settlement administrator.

17 The Parties agree to add the following section to the Stipulation of Settlement:

18 26.1 Right of Class Member to Opt Out of the Settlement: A Class  
19 Member exercising his/her right to opt out of the Settlement shall be barred from  
20 objecting to this Settlement. Class Members shall have forty-five (45) calendar  
21 days from the original date of mailing the Notice within which to request  
22 exclusion from the Settlement. To opt out, a Class Member must send a written  
23 statement to CPT Group, Inc. unambiguously requesting to be excluded from the  
24 Settlement Class. The request for exclusion must include the Class Member’s  
25 name, current address and telephone number, and the last four digits of his/her  
26 social security number (for verification purposes). The Class Member must also  
27 sign the request for exclusion. Class Members may elect to send their requests  
28 for exclusion via certified mail to ensure receipt by CPT Group, Inc. Requests  
for exclusion that do not include all required information, or that are not  
postmarked on or before the deadline, will not be valid.

CPT Group, Inc., shall notify Class Counsel and counsel for Defendants  
of the number of valid and timely opt-outs it received. If a Class Member  
submits a timely and valid request for exclusion, he/she will not be bound by the  
Settlement or the release of claims in Section 36; however, the Class Member  
will not receive any money under the Settlement.

1 If a Class Member does not submit a timely and valid request for  
2 exclusion from the Settlement Class, then he/she will be bound by all terms and  
3 conditions of the Settlement if it is approved by the Court and by the judgment,  
4 and will receive a settlement payment.

5 The Parties agree to revise Section 9.(d) of the Notice to provide:

6 If you are a member of the Settlement Class who does not opt out of the  
7 class, you may object to the Settlement, personally or through an attorney  
8 (retained at your own expense), by mailing your written objections to the  
9 settlement administrator at the address specified in Section 11 below. The  
10 settlement administrator will then send your objections to counsel for the parties.  
11 The deadline to postmark objections is **[45 days from mailing of Notice]**. Only  
12 Class Members who have not requested exclusion may object to the Settlement.

13 Your objection must state the basis of your objection and include any  
14 papers and briefs in support of your position. Your objection must be signed  
15 and must contain your current address and telephone number (or that of your  
16 attorney) and refer to this case (Motor Village LA Class Action Settlement, Case  
17 No. BC542025). You may appear at the Final Fairness and Approval Hearing  
18 (“Fairness Hearing”) either personally or through an attorney you hire and pay  
19 for yourself.

20 If you fail to send your written objections by **[45 days from mailing of  
21 Notice]**, you will be deemed to have waived any objections you may have to the  
22 Settlement and will be foreclosed from making any objection (whether by  
23 appeal or otherwise) to the Settlement, unless the Court orders otherwise.

24 If you object to the Settlement and if the Court approves the Settlement  
25 notwithstanding your objections, you will be bound by the terms of the  
26 Settlement, and you will not be permitted to file a request for exclusion.

27 Attached as Exhibit A is a true and correct copy of the Notice in final form.

28 Except as otherwise expressly set forth herein, all of the terms of the Settlement are  
hereby incorporated into this addendum by reference.

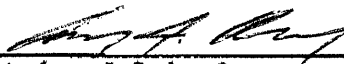
This Addendum may be executed in any number of counterparts, each of which so  
executed shall be deemed to be an original but which together shall be deemed to constitute one  
and the same Addendum. Facsimile and/or PDF signatures shall have the same force and effect  
as original signatures.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this  
Addendum to Stipulation of Settlement and Release between Plaintiff and Defendants as of the  
date(s) set forth below:

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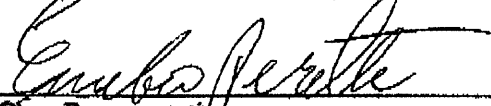
**CLASS COUNSEL  
COUNSELONE, PC**

Dated: February 17, 2017

  
Anthony J. Orshansky  
Justin Kachadoorian  
Attorneys for Plaintiff and the Settlement Class

**CLASS REPRESENTATIVE**

Dated: February 17, 2017

  
Class Representative  
Eusebio Peralta

**DEFENDANT DOWNTOWN FIGUEROA  
MOTORS, LLC**

Dated: February     , 2017

\_\_\_\_\_  
Mike Bell  
For Downtown Figueroa Motors, LLC


**FISHER & PHILLIPS LLP**

Dated: February     , 2017

\_\_\_\_\_  
Todd Scherwin  
Raul Zermeno  
Attorney for Defendant  
Downtown Figueroa Motors, LLC

**DEFENDANT FCA US LLC**

Dated: February 17, 2017

  
Janet Delecke  
For FCA US LLC

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**CLASS COUNSEL  
COUNSELONE, PC**

Dated: February \_\_\_\_, 2017

\_\_\_\_\_  
Anthony J. Orshansky  
Justin Kachadoorian  
Attorneys for Plaintiff and the Settlement Class

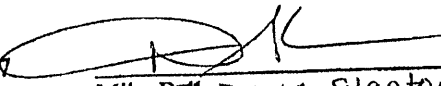
**CLASS REPRESENTATIVE**

Dated: February \_\_\_\_, 2017

\_\_\_\_\_  
Class Representative  
Eusebio Peralta

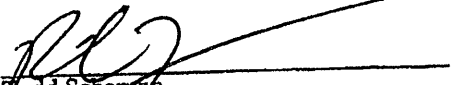
**DEFENDANT DOWNTOWN FIGUEROA  
MOTORS, LLC**

Dated: February \_\_\_\_, 2017

  
\_\_\_\_\_  
Mike Bell Dixie Stanton  
For Downtown Figueroa Motors, LLC


Dated: February \_\_\_\_, 2017

**FISHER & PHILLIPS LLP**

  
\_\_\_\_\_  
Todd Scherwin  
Raul Zeppegno  
Attorney for Defendant  
Downtown Figueroa Motors, LLC

**DEFENDANT FCA US LLC**

Dated: February 17, 2017

  
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Janet Delecke  
For FCA US LLC

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Dated: February 17, 2017

**OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.**



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Alexandra A. Bodnar  
Amber L. Roller  
Attorney for Defendant  
FCA US LLC

**EXHIBIT A**  
**(ADDENDUM)**

## **NOTICE OF PENDENCY OF CLASS ACTION AND SETTLEMENT**

*Passage, et al. v. Motor Village of Los Angeles  
Los Angeles Superior Court, Case No. BC542025*

*The Court authorized this notice. This is not a solicitation from a lawyer.*

TO: ALL PERSONS WHO WORK OR WORKED AT MOTOR VILLAGE LA AS NONEXEMPT SERVICE TECHNICIANS IN THE STATE OF CALIFORNIA AT ANY TIME FROM APRIL 9, 2010 UNTIL JUNE 11, 2013. ("Settlement Class" or "Class Members")

### **THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

You are receiving this Notice because the Court has granted preliminary approval of a proposed settlement in a class action filed on behalf of current and former nonexempt service technicians who worked at Motor Village LA at any time from April 9, 2010 until June 11, 2013 (the "Class Period"). A hearing addressing the fairness, adequacy, and reasonableness of the settlement will be held on [REDACTED], 2017] to determine whether the settlement should receive the Court's final approval.

Because your rights may be affected whether you act or not, it is extremely important that you read this Notice carefully. If you are a member of the Settlement Class, you will receive a settlement payment and will be bound by the Release of Claims described below. This Notice explains how much you will receive based on the number of workweeks you worked during the Class Period and how you can contest the number of workweeks. If you do not want to be part of the Settlement Class, then you must submit a request for exclusion (described below) no later than [REDACTED], 2016]; otherwise you will be bound by the terms of the settlement.

#### **1. PURPOSE OF THIS NOTICE**

The Court has ordered that this Notice be sent to you because you have been identified as a potential member of the Settlement Class. The Settlement Class includes all current and former nonexempt service technicians who worked at Motor Village LA at any time from April 9, 2010 until June 11, 2013. The purpose of this Notice is to: (a) provide a brief description of the action; (b) inform you of the proposed settlement; and (c) advise you of your rights and options with respect to the action and the settlement.

#### **2. DESCRIPTION OF THE ACTION**

On April 9, 2014, a former service technician ("Plaintiff" or "Class Representative") who worked at Motor Village LA filed an action against Defendants Motor Village of Los Angeles, La Brea Avenue Motors, Inc., Downtown Figueroa Motors, LLC, and FCA US LLC f/k/a Chrysler Group LLC (collectively, "Defendants"), in the Los Angeles Superior Court, Case No. BC542025 (the "Action"). The Second Amended Complaint is the operative complaint in this Action. The Action alleges that Defendants failed to pay Class Members at or above the applicable minimum wage rates, failed to pay Class Members all wages owed to them including hours to be paid at overtime rates of pay, failed to provide Class Members with legally required meal and rest periods, failed to provide Class Members with accurate wage statements, and failed to pay Class Members who were terminated all wages owed upon termination and/or resignation.

**QUESTIONS? CALL TOLL-FREE AT 1-800-542-0900**



The action seeks injunctive relief, damages, penalties, costs, attorneys' fees, and any other further relief deemed appropriate by the Court.

Defendants denied the allegations in the Complaint. The Court has made no ruling on the merits of the alleged claims in the operative complaint or the defenses asserted by Defendants. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for [REDACTED], 2017].

### **3. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?**

Attorneys representing the Settlement Class ("Class Counsel") are:

Anthony J. Orshansky, Esq.  
Justin Kachadoorian, Esq.  
CounselOne, P.C.  
9301 Wilshire Boulevard, Suite 650  
Beverly Hills, California 90210  
Telephone: (310) 277-9945  
Facsimile: (424) 277-3727

Attorneys representing Defendant Downtown Figueroa Motors, LLC, are:

Todd B. Scherwin, Esq.  
Raul E. Zermefio, Esq.  
FISHER & PHILLIPS LLP  
444 S. Flower Street, Suite 1590  
Los Angeles, California 90071  
Telephone: (213) 330-4500  
Facsimile: (213) 330-4501

Attorneys representing Defendant FCA US LLC f/k/a Chrysler Group LLC, are:

Alexandra A. Bodnar, Esq.  
Amber L. Roller, Esq.  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
400 S. Hope Street, Suite 1200  
Los Angeles, California 90071  
Telephone: (213) 239-9800  
Facsimile: (213) 239-9045

### **4. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?**

Defendants have agreed to pay the amount of \$170,000.00 under the settlement. This amount is called the Total Settlement Amount ("TSA"). The TSA will be used to cover all payments to the members of the Settlement Class who do not request exclusion from the settlement ("Participating Class Members"), settlement administration costs, Class Counsel's attorneys' fees and costs, enhancement payment to the Class Representative, employee payroll taxes, and the payment to the Labor and Workforce Development Agency (LWDA) for civil penalties under the Labor Code Private Attorney General Act.

**QUESTIONS? CALL TOLL-FREE AT 1-800-542-0900**

The Net Settlement Amount (“NSA”) will constitute the total sum from which Participating Class Members will be paid after Court-approved attorneys’ fees and costs, administration costs, civil penalties, and the enhancement payment described herein are subtracted from the TSA.

The following is a summary of the settlement provisions. The specific and complete terms of the proposed settlement are stated in the Stipulation for Class Action Settlement and Release of Claims (“Settlement” or “Stipulation of Settlement”), a copy of which is filed with the Clerk of the Court. You can also obtain a copy of the Stipulation of Settlement from Class Counsel (see contact information in Section 3 above).

## 5. AMOUNTS TO BE DEDUCTED FROM THE SETTLEMENT AMOUNT

(a) Attorneys’ Fees and Costs: Under the Settlement, Class Counsel may request up to \$56,666.67 in attorneys’ fees and up to \$8,000 in costs to compensate them for their work on the case and the actual costs they have incurred. The attorneys’ fees and costs will be deducted from the TSA.

(b) Enhancement Payment: The Class Representative requests a service and release payment of up to \$3,000 to compensate him for undergoing the burden and expense of bringing and prosecuting the Action. The enhancement payment will be deducted from the TSA.

(c) Settlement Administration Costs: The parties have estimated that the settlement administration costs will be approximately \$10,000. The settlement administration costs will be deducted from the TSA.

(d) Labor and Workforce Development Agency: The parties have agreed that \$2,000.00 will be allocated to civil penalties and paid to the LWDA pursuant to the Labor Code Private Attorney General Act. This amount will be deducted from the TSA.

(e) Employee Payroll Taxes: The parties have agreed that all employment taxes and other legally required withholdings will be withheld from Participating Class Members’ settlement payments.

## 6. AMOUNT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to payroll records, you worked        workweeks during the Class Period (from April 9, 2010 until June 11, 2013) as a Class Member. Under the Settlement you will receive approximately \$       . This amount may increase or decrease based on various factors, including the amounts approved by the Court and disputes by other Class Members regarding the workweeks they worked. Moreover, required payroll taxes will be withheld from this amount. To receive approximately this amount you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the Settlement.

## 7. PAYMENT SCHEDULE

The settlement administrator will send out settlement checks to Participating Class Members shortly after the Settlement is finally approved. You will have 180 days from the date that the settlement administrator mails you your settlement check to cash it. After 180 days the

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funds shall be sent to the California Department of Industrial Relations – Unclaimed Wages Fund. For tax withholding purposes and payment of taxes, your settlement payment will be characterized as follows:

- 25% will be considered wages for which IRS Forms W-2 will issue;
- 37.5% will be considered interest for which IRS Forms 1099 INT will issue; and
- 37.5% will be considered penalties for which IRS Forms 1099 MISC will issue.

The settlement administrator will calculate and deduct your required withholdings and payroll taxes prior to mailing your settlement award.

Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

## **8. RELEASE OF CLAIMS**

Upon final approval by the Court, unless you submit a timely and valid request for exclusion (described below), you agree to release the Released Parties, from April 9, 2010 until June 11, 2013, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, and liabilities of any nature whatsoever, whenever incurred, including costs, expenses, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity, that Plaintiff and/or any member of the Settlement Class, including their respective predecessors, successors, agents, representatives, executors, administrators, decedents, dependents, heirs, beneficiaries, attorneys, employees, assignors and assignees, ever had, now has, or hereafter can, shall, or may have, related to the facts and/or conduct and/or omissions giving rise to the claims alleged in the Action, including all such claims that could have been raised based on the facts and/or theories alleged in the operative complaint, including but not limited to any common law and statutory claims for failure to pay minimum wage, failure to pay overtime, failure to pay unpaid wages at time of discharge, failure to provide rest breaks, and violation of Business & Professions Code §§17200, et. seq., whether such claims are known or unknown, suspected or unsuspected. This release shall run from April 9, 2010 until June 11, 2013. The claims covered by this release are referred to as the "Released Claims."

In addition, the Settlement Class, and each member of the Settlement Class who has not submitted a timely and valid request for exclusion, forever agrees that he or she shall not institute any actions or proceedings of any type, for the period from April 9, 2010 until June 11, 2013, for back pay, wages, interest, damages, liquidated damages, restitution, penalties, injunctive relief, attorneys' fees and costs, or any other relief from any other individual suit, class or collective action, or representative, or administrative claim, arising from or related to any and all Released Claims.

"Released Parties" includes Defendants Downtown Figueroa Motors, LLC dba Motor Village LA and FCA US LLC, f/k/a Chrysler Group LLC, La Brea Avenue Motors, Inc. and any of their former and present parents, subsidiaries, and affiliates, and officers, directors, employees, partners, shareholders and agents, attorneys, and any other successors, assigns, or legal representatives.

**QUESTIONS? CALL TOLL-FREE AT 1-800-542-0900**

## 9. YOUR OPTIONS

As a member of the Settlement Class you have several options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

### **(a) You Can Do Nothing.**

If you do nothing, you will remain a member of the Settlement Class and will receive a payment based on the number of workweeks that you worked during the Class Period. You will also be bound by the Release of Claims set forth in Section 8 above.

### **(b) You Can Contest the Number of Workweeks Stated in this Notice.**

You can contest the number of workweeks identified in Section 6 above. To do so, you must provide the settlement administrator with a signed statement identifying the number of workweeks that you believe you worked from April 9, 2010 until June 11, 2013 as a nonexempt service technician at Motor Village LA, together with documentation supporting your position. The statement must also include your full name, current address and telephone number, and the last four digits of your social security number (for verification purposes), and must identify this case (Motor Village LA Class Action Settlement, Case No. BC542025). You must provide written documentation supporting the number of workweeks you contend to have worked; otherwise, Defendants' records will be presumed correct. You must postmark your written statement no later than **[45 days from mailing of Notice]**.

The settlement administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute before making a final determination regarding the total number of workweeks you worked. The settlement administrator will mail you its final determination. You will have ten (10) calendar days from the date of mailing or until **[45 days from the mailing of this Notice]**, whichever is later, to decide whether you want to exclude yourself from the Settlement, as described below.

### **(c) You Can Exclude Yourself from the Settlement Class.**

If you do not want to remain a member of the Settlement Class, you can request exclusion (i.e., opt out) by sending the settlement administrator a written request for exclusion. If you do not want to receive money from this Settlement and/or do not want to be bound by any of the Settlement's terms, you should submit a request for exclusion. The deadline to postmark a request for exclusion is **[45 days from mailing of Notice]**. A request for exclusion is a written statement unambiguously requesting to be excluded from the Settlement Class. The request for exclusion must include your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the request for exclusion. You should keep a copy of your request for exclusion for your records. Moreover, to ensure receipt by the settlement administrator, you may elect to send your request for exclusion via certified mail. Requests for exclusion that do not include all required information, or that are not postmarked on or before the deadline, will not be valid.

**QUESTIONS? CALL TOLL-FREE AT 1-800-542-0900**

If you submit a timely and valid request for exclusion, you will not be bound by the Settlement or the Release of Claims in Section 8 above; however, you will not receive any money under the Settlement. You will also be barred from objecting to this Settlement. By opting out of the Settlement, you will retain whatever rights or claims you may have against Defendants.

If you do not submit a timely and valid request for exclusion from the Settlement Class by the deadline specified above, then you will be bound by all terms and conditions of the Settlement if it is approved by the Court and by the judgment, and you will receive a settlement payment.

**(d) You Can Object to the Settlement.**

If you are a member of the Settlement Class who does not opt out of the class, you may object to the Settlement, personally or through an attorney (retained at your own expense), by mailing your written objections to the settlement administrator at the address specified in Section 11 below. The settlement administrator will then send your objections to counsel for the parties. The deadline to postmark objections is **[45 days from mailing of Notice]**. Only Class Members who have not requested exclusion may object to the Settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (Motor Village LA Class Action Settlement, Case No. BC542025). You may appear at the Final Fairness and Approval Hearing (“Fairness Hearing”) either personally or through an attorney you hire and pay for yourself.

If you fail to send your written objections by **[45 days from mailing of Notice]**, you will be deemed to have waived any objections you may have to the Settlement and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, unless the Court orders otherwise.

If you object to the Settlement and if the Court approves the Settlement notwithstanding your objections, you will be bound by the terms of the Settlement, and you will not be permitted to file a request for exclusion.

**10. FAIRNESS HEARING ON PROPOSED SETTLEMENT**

The Fairness Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the enhancement payment to the Class Representative, and Class Counsel’s request for attorneys’ fees and costs will be held on [\_\_\_\_\_, 2017] at \_\_\_\_\_ a.m./p.m., in Department 307 of the Los Angeles Superior Court, Central Civil West Courthouse, located at 600 S. Commonwealth Avenue, Los Angeles, California 90005. The Fairness Hearing may be continued to another date without further notice. If you plan to attend the Fairness Hearing, you may contact the settlement administrator to confirm the date and time.

**QUESTIONS? CALL TOLL-FREE AT 1-800-542-0900**

**11. ADDITIONAL INFORMATION.**

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at Los Angeles Superior Court, Central Civil West Courthouse, located at 600 S. Commonwealth Avenue, Los Angeles, California 90005. You may also contact the settlement administrator as follows:

CPT Group, Inc.  
Motor Village LA Class Action Settlement  
16630 Aston St.  
Irvine, CA 92606  
Telephone: (800) 542-0900  
Facsimile: (949) 428-1021

You may also contact Class Counsel at the addresses and telephone numbers provided in Section 3 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE**

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**QUESTIONS? CALL TOLL-FREE AT 1-800-542-0900**

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