

**FIRST AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT AND
RELEASE**

Plaintiff JOSE DE JESUS VILLA-CARDENAS (“Plaintiff” or “Class Representative”), on behalf of himself and all others similarly situated, and Defendant DACM, INC. dba DEL AMO MOTORSPORTS OF ORANGE (“DACM, Inc.” or “Defendant”), hereby enter into this First Amendment to Settlement Agreement and Release (“Amendment”), subject to the approval of the Court, which amends the Settlement Agreement and Release (the “Settlement”) between the Parties as well as the exhibits thereto in specific sections ONLY as indicated herein. The defined terms in the Settlement shall be incorporated as though fully set forth herein, and the Settlement remains unmodified in any aspects not specifically set forth herein. The Parties, in consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, stipulate and agree as follows regarding the following sections of the Settlement, which shall fully replace the sections of the Settlement as indicated:

2.24. “**Released Claims**” refers to the claims released by (1) the Class Members as set forth in Section 13.1 of this Settlement Agreement and (2) the Class Representative as set forth in Section 13.2 of this Settlement Agreement. The scope of Released Claims is different for Class Members and the Class Representative.

6.1.a. Preparing, printing, and disseminating to the Class Members the Settlement Notice in both English and Spanish (in the form of Exhibits B-1 and B-2) and otherwise administering the settlement;

6.1.k. Settlement Website. No later than ten (10) Business Days after entry of the Preliminary Approval Order, the Settlement Administrator will create and operate a publicly accessible website solely for the purposes of providing notice to the Settlement Class. The settlement website will contain a copy of the Notice in English and Spanish, Frequently Asked Questions regarding the Settlement Agreement and approval process, the Complaint, the Preliminary Approval Order, the Final Approval Order, and other documents agreed upon by the Parties. The Parties will jointly provide the Settlement Administrator with the content required for the settlement website.

Additionally, any change of the date, time, or location of the Final Approval Hearing will be posted on the website. The Final Approval Order shall remain on the website for at least 180 days following entry thereof.

8.2 The Parties will also request that the Court enter a Preliminary Approval Order that includes terms regarding objections. Any Class Member may attend the Final Approval Hearing without making a written objection; however, to make a written objection, a Class Member must send such written objection by the Objection Date. To state a written objection to the Settlement, an objecting Class Member may provide to the Class Administrator the following information in his or her written objection: (i) the name of the lawsuit, captioned *Jose De Jesus Villa-Cardenas v. DACM Inc. dba Del Amo Motorsports of Orange*, Case No. 30-2018-01023401-CU-BT-CXC; (ii) full name, current address, and current telephone number; and (iii) the objector's signature and the date of the signature. Within seven (7) business days after the close of the Objection Date, the Class Administrator shall provide a copy of all objections and supporting papers to Class Counsel and Defendant's Counsel, and Class Administrator shall file any objections and supporting papers with the Court no later than sixteen (16) days prior to the Final Approval Hearing.

10.1. After diligent investigation of DACM, Inc.'s records, there are 3,235 members of the Class, whose total amount of money financed using open-ended financing was \$ 26,343,602.87

11.1 Records Search. DACM, Inc. shall determine by diligent investigation from its records, for each Class Member, the last known addresses of each Class Member and the amount of money the Class Member financed using open-ended financing. DACM, Inc. shall transmit this information to the Class Administrator, which shall be maintained in confidence. DACM shall also transmit this information, without personally identifiable information, to Class Counsel within 10 days of execution of this Amendment. DACM, Inc. has determined from a search of its records that all Class Members received either an English or Spanish contract.

11.5 Dispute Resolution. Any disputes regarding payments to the Class, such as a dispute about a payment amount or the proper recipient of a Class Member Payment, will be resolved in the

following manner: (1) Class Counsel and Defendant's Counsel will first meet and confer in a good faith attempt to resolve the dispute. (2) In the event the dispute cannot be resolved informally between Class Counsel and Defendant's Counsel, the Parties will submit the dispute to the Court for a binding determination. Regardless, the Court may review any decision made by the Parties regarding a claim dispute.

11.6 Estimated Payments. The average estimated payment to each Class Member is \$250.66. The high amount estimated to pay to any Class Member is \$2,305.72. The low amount estimated to be paid to any Class Member is \$23.17. The amount to be paid to the Class Representative, exclusive of any Service Award, is \$511.14.

12.1. The Parties make no representations as to the tax treatment or legal effect of the payments called for or amounts required to be reported hereunder. The Parties do not believe that any payments to any Class Member requires the issuance of a 1099-MISC. As such the Class Administrator will not be issuing any 1099-MISC to any Class Member.

13.1. Release by Class Members: All Class Members hereby release any and all claims, liens, demands, actions, and causes of action of any nature that they have, had or may have against Defendant and Released Parties, that were or reasonably could have been asserted in the Action based on the facts alleged in the Operative Complaint.

13.4 Upon Defendant depositing the Settlement Funds with the Class Administrator following the Effective Date as set forth in Section 4.1: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members; (ii) DACM, Inc. and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Action except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all of the Released Claims against Defendant and Released Parties.

16.12. Enforcement; Attorneys' Fees. Without affecting the finality of the judgment in any way, the Court shall retain jurisdiction pursuant to Code of Civil Procedure § 664.6 over (a) any other action necessary to implement the terms of the Final Approval Order and Judgment and/or this

Agreement, including any further amendments to the Final Approval Order and Judgment to provide relief to additional members of the Settlement Class who may be identified after entry of the Final Approval Order and Judgment; and (b) the construction, interpretation, implementation, and enforcement of the Final Approval Order and Judgment, until each and every act agreed to be performed by the parties there under has in fact been fully performed. The prevailing party in any action or proceeding to enforce the terms of this Agreement shall be entitled to their reasonable attorneys' fees and costs. No attorneys' fees and costs may ever be sought or awarded against a Class Member.

16.14 Notices in Writing. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Plaintiff Jose De Jesus Villa-Cardenas individually and as Class Representative:

Adam McNeile
Kristin Kemnitzer
KEMNITZER, BARRON & KRIEG LLP
1120 Mar West St., Suite C-2
Tiburon, CA 94941
(800) 520-4525
adam@kpklegal.com
kristin@kpklegal.com

For Defendant DACM Inc. dba Del Amo Motorsports of Orange:

Bryan M. Leifer, Esq.
LEWIS BRISBOIS BISGAARD & SMITH, LLP
633 W. 5th Street, Suite 4000,
Los Angeles, CA 90071
Bryan.Leifer@lewisbrisbois.com

Attached hereto as Exhibit A is an amended form of Preliminary Approval Order.

Attached hereto as Exhibits B-1 and B-2 are amended versions of the Settlement Notice in English and Spanish, respectively. The Spanish version is a certified translation.

[Signatures on Following Page.]

IN WITNESS WHEREOF, Plaintiff Jose de Jesus Villa-Cardenas and Defendant DACM, Inc. dba Del Amo Motorsports of Orange have executed this Amendment on the date(s) indicated below.

Dated: 1/3/25



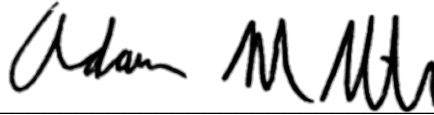
JOSE DE JESUS VILLA-CARDENAS
Individually and as Class Representative

Dated: _____

As the Authorized Representative of
DACM, INC dba DEL AMO MOTORSPORTS OF
ORANGE

APPROVED AS TO FORM:

Dated: January 3, 2025



Adam McNeile
KEMNITZER BARRON & KRIEG
Attorneys for Plaintiff
JOSE DE JESUS VILLA-CARDENAS,
INDIVIDUALLY AND AS CLASS
REPRESENTATIVE

Dated: _____

Bryan Leifer
LEWIS BRISBOIS BISGAARD & SMITH, LLP
Attorneys for Defendant
DACM, INC dba DEL AMO MOTORSPORTS OF
ORANGE

IN WITNESS WHEREOF, Plaintiff Jose de Jesus Villa-Cardenas and Defendant DACM, Inc. dba Del Amo Motorsports of Orange have executed this Amendment on the date(s) indicated below.

Dated: _____

JOSE DE JESUS VILLA-CARDENAS
Individually and as Class Representative

Dated: _____

As the Authorized Representative of
DACM, INC dba DEL AMO MOTORSPORTS OF
ORANGE

APPROVED AS TO FORM:

Dated: _____

Adam McNeile
KEMNITZER BARRON & KRIEG
Attorneys for Plaintiff
JOSE DE JESUS VILLA-CARDENAS,
INDIVIDUALLY AND AS CLASS
REPRESENTATIVE

Dated: 1-3-24

Bryan Leifer
LEWIS BRISBOIS BISGAARD & SMITH, LLP
Attorneys for Defendant
DACM, INC dba DEL AMO MOTORSPORTS OF
ORANGE