

# Exhibit 1

**INDIANA COMMERCIAL COURT**

**STATE OF INDIANA )                    IN THE MARION SUPERIOR COURT NO. 1**  
                                  ) **SS:**  
**COUNTY OF MARION )                    CONSOLIDATED ACTIONS:**

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**MICHAEL BENOSKY**, individually and )  
on behalf of all others similarly situated, )  
                                  Plaintiff, )  
                                  v. ) Cause No. 49D01-1904-PL-013575  
**BUTLER MOTORS, INC.**, )  
                                  Defendants. )

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**HAROLD COWDEN, II**, individually )  
and on behalf of all others similarly )  
situated, )  
                                  Plaintiff, )  
                                  v. ) Cause No. 49D01-1905-PL-020767  
**D-PATRICK INC., et al.**, )  
                                  Defendants. )

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**JEFFREY EARLES**, individually and on )  
behalf of all others similarly situated, )  
                                  Plaintiffs, )  
                                  v. ) Cause No. 49D01-1904-PL-016916  
**DORSETT AUTO SALES, INC.**, )  
                                  Defendants. )

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**MICHAEL GRIDER**, et al. individually )  
and on behalf of all others similarly )  
situated, )  
                                  Plaintiffs, )  
                                  v. ) Cause No. 49D01-1904-PL-015917  
**ED MARTIN 236, INC., et al.**, )  
                                  Defendants. )

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**STEVEN COHEN**, individually and on )  
behalf of all others similarly situated, )  
                                  Plaintiffs, )  
                                  v. ) Cause No. 49D01-1904-PL-016711  
**TERRY LEE COMPANIES, INC., et al.**, )  
                                  Defendants. )

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**JAY BERGER**, individually and on behalf of all others similarly situated,  
Plaintiff,  
vs.  
**BILL ESTES AUTOMOTIVE HOLDINGS, INC., et. al.**,  
Defendants,

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) Cause No. 49D01-1905-PL-020774  
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**DYLAN WILSON**, individually and on behalf of all others similarly situated,  
Plaintiffs,  
v.  
**TWIN CITY DODGE, INC.**,  
Defendants.

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) Cause No. 49D01-1909-PL-040171  
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**SCOTT WALTERS**, et al., individually and on behalf of all others similarly situated,  
Plaintiffs,  
v.  
**ANDY MOHR AUTOMOTIVE GROUP, INC., et al.**,  
Defendants.

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) Cause No. 49D01-2003-PL-009617  
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**LISA LOPICCOLO**, individually and on behalf of all others similarly situated,  
Plaintiffs,  
v.  
**CIRCLE BUICK GMC, INC.**,  
Defendants.

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) Cause No. 49D01-1908-PL-032098  
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**PAUL CLODFELTER**, individually and on behalf of all others similarly situated,  
Plaintiffs,  
v.  
**BECK AUTOMOTIVE GROUP, INC.**,  
Defendants.

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) Cause No. 49D01- 1904-PL-015204  
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**FRANK E. SWISS**, individually and on behalf of all others similarly situated, Plaintiffs, )  
v. ) Cause No. 49D01-2008-PL-026373  
**LOCKHART AUTOMOTIVE GROUP, INC.**, Defendant. )

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**STEPHEN F. LOONEY**, et al., individually and on behalf of all others similarly situated, Plaintiffs, ) Cause No. 49D01-1909-PL-037963  
v. )  
**ROHR INDY MOTORS, INC.**, Defendants. )

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**CLASS ACTION  
SETTLEMENT AGREEMENT**

The parties in the above-captioned actions that were consolidated for pre-trial purposes (the “Settling Consolidated Cases”), including Plaintiffs Michael Benosky, Harold Cowden, II, Jeffrey Earles, Michael Grider, Terrance Bynum, Steven Cohen, Jay Berger, Dylan Wilson, Scott Walters, Amanda Boggess, Jeffrey Earles, Lori Endris, Gia Hammond, Ashley Jackson, Cari Shields, Collin McIntosh, Stephen F. Looney, Karen S Looney, Paul Clodfelter, Lisa Lopiccolo, Frank E. Swiss, and Mark Smith (“Plaintiffs”), individually and on behalf of all others similarly situated, and Defendants Butler Motors, Inc., D-Patrick, Inc., Dorsett Auto Sales, Inc., Ed Martin 236, Inc., Terry Lee Companies, Inc., Bill Estes Holdings, Inc., Twin City Dodge, Inc., Andy Mohr Automotive Group, Inc., Circle Buick GMC, Inc., Beck Automotive Group, Inc., Lockhart Automotive Group, Inc., Rohr Indy Motors, Inc., and their respective subsidiaries and related entities

identified as Defendants in the Settling Consolidated Cases (“Settling Defendants”), all of which are listed in the Table of Settling Parties attached hereto as Exhibit A, enter into this Settlement Agreement (the “Settlement”) to resolve certain claims as set forth herein relating to the Automobile Document Preparation Fees charged by the Settling Defendants that are the subject of the Plaintiffs’ Complaints in the Settling Consolidated Cases, on the following terms:

**1. DEFINITIONS**

**1.1. Automobile Document Preparation Fees.**

“Automobile Document Preparation Fees” means any fees that were charged by each of the Settling Defendants in any transaction during the two years preceding the filing of the Settling Consolidated Cases against that Settling Defendant through March 31, 2022, to non-commercial customers for the preparation of documents relating to the purchase or lease of an automobile that was not subject to arbitration. The Class Member List represents the persons charged Automobile Document Preparation Fees based upon the books and records of Settlement Defendants and, for purposes of this Settlement, each person on the Class Member List shall be deemed to have paid one or more Automobile Document Preparation Fees.

**1.2. Class Counsel.**

“Class Counsel” means the law firm of Cohen & Malad, LLP.

**1.3. Class Member.**

“Class Member” means any person who is a member of the Settlement Class and who does not submit a timely request to be excluded from the Settlement Class,

as provided by the Preliminary Approval Order, and who is not otherwise excluded from the Settlement Class by the Court.

**1.4. Class Member List.**

“Class Member List” means the list of names, mailing addresses, email addresses, and total amount of Automobile Document Preparation Fees paid, for each member of the Settlement Class, to be provided by Settling Defendants to the Settlement Administrator only, based on the transaction data previously provided by them to Class Counsel, as may be updated or refined by mutual agreement of the parties. The Class Member List contains confidential and proprietary information unique to each Settling Defendant and shall be kept confidential by the Settlement Administrator and shall not be provided or disclosed to the Court, Class Counsel or any other person or entity, unless otherwise agreed or ordered by the Court.

**1.5. Class Representatives.**

“Class Representatives” means the Plaintiffs in each of the Settling Consolidated Cases, as identified in the first paragraph of this Settlement, who are appointed by the Court as representatives of the Settlement Class.

**1.6. Court.**

“Court” means the Indiana Commercial Court, presiding in Marion Superior Court, Civil Division, Room No. 1.

**1.7. Effective Date.**

“Effective Date” means the earliest of: (a) the thirty-first day after the entry of the Final Approval Order if, on that date, no appeals have been filed from the Final Approval Order; or (b) the first date on which all appeals from the Final

Approval Order have been finally resolved or dismissed, the Final Approval Order has been affirmed, and no method of appeal remains available.

**1.8. Escrow Account.**

“Escrow Account” means the non-interest-bearing account to be established by the Settlement Administrator at a commercial bank approved by Class Counsel to hold the Settlement Fund. All funds held by the Settlement Administrator in the Escrow Account will be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until distributed pursuant to this Settlement. Further, all funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation § 1.468B-1, 26 C.F.R. § 1.468B-1.

**1.9. Execution Date.**

“Execution Date” means the first date on which this Settlement has been executed by all of the following: Class Counsel, Settling Defendants, and Settling Defendants’ Counsel.

**1.10. Final Approval Hearing.**

“Final Approval Hearing” means the hearing scheduled for the Court to consider whether to grant final approval to this Settlement.

**1.11. Final Approval Order.**

“Final Approval Order” means the order entered by the Court granting final approval to this Settlement, which the parties shall propose to be substantially in the form of Exhibit B.

**1.12. Net Settlement Fund.**

“Net Settlement Fund” means the monies remaining in the Settlement Fund after the payment from the Settlement Fund of (i) attorneys’ fees and expenses; (ii) costs of notice and settlement administration; and (iii) Class Representative service awards.

**1.13. Notice.**

“Notice” means collectively the Summary Notice and Long Form Notice defined in this subsection. “Summary Notice” means the short form notice approved by the Court to be sent to the members of the Settlement Class by email and direct mail, which the parties shall propose to be substantially in the form of Exhibit C. “Long Form Notice” means the long form notice approved by the Court to be posted by the Settlement Administrator to the settlement website, which the parties shall propose to be substantially in the form of Exhibit D.

**1.14. Preliminary Approval Order.**

“Preliminary Approval Order” means the order entered by the Court granting preliminary approval to this Settlement, which the parties shall propose to be substantially in the form of Exhibit E.

**1.15. Settlement Administrator.**

“Settlement Administrator” means KCC Class Action Services, LLC, subject to approval by the Court.

**1.16. Settlement Class.**

“Settlement Class” means those persons listed on the Class Member List, which represents, based upon the books and records of Settlement Defendants, the



non-commercial customers who, while a resident of Indiana, paid a Settling Defendant one or more Automobile Document Preparation Fee(s) as part of a motor vehicle transaction.

**1.17. Settlement Fund.**

“Settlement Fund” means the gross maximum sum of \$13,651,600 to be paid by the Settling Defendants into the Escrow Account subject to the terms and conditions set forth herein for the pro-rata net benefit (after deduction of attorney fees and expenses) of the estimated 171,000 Class Members pursuant to this Settlement.

**2. DEADLINES**

**2.1. Preliminary Approval Motion Deadline.**

“Preliminary Approval Motion Deadline” means the date seven (7) days after the Execution Date, or such other date as is agreed by the parties or ordered by the Court.

**2.2. Class Member List Preparation Deadline.**

“Class Member List Preparation Deadline” means the date no later than fifteen (15) calendar days after the date on which the Court enters the Preliminary Approval Order, or such other date as is agreed by the parties or ordered by the Court.

**2.3. Settlement Funding Deadline.**

“Settlement Funding Deadline” means the date ten (10) days after the date on which the Court enters the Preliminary Approval Order, or such other date as is

agreed by the parties or ordered by the Court. Any Settling Defendant may deposit its portion of the Settlement Fund at an earlier date if it elects to do so.

**2.4. Notice Dissemination Deadline.**

“Notice Dissemination Deadline” means the date thirty (30) days after the date on which the Court enters the Preliminary Approval Order, or such other date as is agreed by the parties or ordered by the Court.

**2.5. Exclusion Deadline.**

“Exclusion Deadline” means the date thirty (30) days after the Notice Dissemination Deadline, or such other date as is ordered by the Court.

**2.6. Objection Deadline.**

“Objection Deadline” means the date thirty (30) days after the Notice Dissemination Deadline, or such other date as is ordered by the Court.

**2.7. Exclusion Reporting Deadline.**

“Exclusion Reporting Deadline” means the date ten (10) days after the Exclusion Deadline, or such other date as is ordered by the Court.

**2.8. Distribution Calculation Deadline.**

“Distribution Calculation Deadline” means the date twenty (20) business days after the Effective Date, or such other date as is agreed by the parties or ordered by the Court.

**2.9. Distribution Deadline.**

“Distribution Deadline” means the date fourteen (14) days after the Distribution Calculation Deadline, or such other date as is agreed by the parties or ordered by the Court.

### **3. PROCEDURE FOR APPROVAL OF SETTLEMENT**

#### **3.1. Preliminary Approval of the Settlement Agreement and Certification of the Settlement Class.**

On or before the Preliminary Approval Motion Deadline, the Class Representatives must move the Court to enter the Preliminary Approval Order. Settling Defendants will not oppose that motion. The parties stipulate that, for the purposes of settlement only, the requirements of Trial Rule 23 for class certification are satisfied and that, subject to Court approval, the Settlement Class should be certified. The parties agree that, if this Settlement is not approved by the Court for any reason, the Settlement Class shall be decertified and Settling Defendants shall have the absolute right to contest class certification in the each of the Settling Consolidated Cases, and that this Settlement may not be used as evidence in support of class certification or the merits of Plaintiffs' claims in any of the Settling Consolidated Cases or any other case.

#### **3.2. Notice to Settlement Class Members.**

##### **3.2.1. Preparation of the Class Member List.**

Notice by direct mail or e-mail is appropriate in this case for the members of the Settlement Class. No later than the Class Member List Preparation Deadline, the Settling Defendants must provide the Settlement Administrator with the Class Member List. The Class Member List shall include for each Class Member their name, mailing address, and e-mail address, if available. For purposes of preparing the Class Member List, joint or co-owners or lessees of an automobile purchased or leased from Settling Defendants will be treated as one person, and the Class

Member List need only identify one purchaser or lessee per automobile and both parties to the transaction shall be deemed to have received that notice. The parties acknowledge that the Class Member List contains confidential information that must not be disseminated to anyone other than the Settlement Administrator, which must treat the information as confidential, and that the Class Member List will only be used for the purpose of carrying out this Settlement and will be deleted within 180 days after the distribution of settlement funds is complete. The Settlement Administrator, as a condition of its engagement, will enter a non-disclosure agreement acknowledging its duties to the Settling Defendants to adhere to the confidentiality terms of this Settlement. For postal mailing addresses on the Class Member List, the Settlement Administrator will update the address if an updated address is indicated in the National Change of Address database provided by the United States Postal Service. If the Settlement is not approved the Class Member List shall be deleted by the Settlement Administrator immediately and certification of the deletion shall be provided within five business days to the Settling Defendant's Counsel. The Settlement Administrator shall comply with all privacy protection requirements of State and Federal laws, rules or regulations, including but not limited to, the Gramm Leach Bliley Act and all regulations related thereto or issued thereunder.

**3.2.2. Dissemination of Notice.**

On or before the Notice Dissemination Deadline, the Settlement Administrator must make the Long Form Notice available on a settlement website established and maintained by the Settlement Administrator and shall send the

Summary Notice to all members of the Settlement Class. For each member of the Settlement Class for whom an e-mail address is listed on the Class Member List, Notice will be sent by e-mail. For each person on the Class Member List for whom no e-mail address is provided, or for whom an e-mailed Notice is returned as undeliverable, Notice will be sent by U.S. mail using the addresses provided on the Class Member List, as updated through the United States Postal Service's National Change of Address database. If any mailed Notice is returned as undeliverable with a forwarding address the Settlement Administrator must forward the Notice by mail to the listed forwarding address within a reasonable time after receipt of the returned Notice. If any mailed Notice is returned as undeliverable without a forwarding address the Settlement Administrator must attempt to locate the correct address through a reasonable search and must forward the Notice to the address obtained from the search, if any, within a reasonable time.

### **3.3. Opting Out of the Settlement.**

Any member of the Settlement Class who mails a written request to be excluded from the Settlement Class to the Settlement Administrator, postmarked no later than the Exclusion Deadline, will be excluded from the Settlement Class and will not be a Class Member. The request for exclusion must (i) refer to the "Indiana Auto Doc Fees Settlement;" (ii) state the person's name, address, and telephone number; (iii) request exclusion from the settlement; (iv) be signed by the person requesting exclusion; and (v) be sent to the Settlement Administrator by U.S. mail with a postmark on or before the Exclusion Deadline. In joint customer transactions, if either party opts out both customers shall be excluded from the

Settlement Class. No later than the Exclusion Reporting Deadline, the Settlement Administrator must prepare a list of names for those persons who have timely chosen to exclude themselves (“Exclusion List”) and forward a copy of the Exclusion List to Class Counsel, who must promptly file the list of excluded Class Members with the Court.

If more than 25% of total members of the Settlement Class choose to exclude themselves from the Settlement Class, each Settling Defendant may, in their sole discretion, choose to withdraw from this Settlement. Any Settling Defendant must exercise this right by sending written notice of their withdrawal to Class Counsel within ten (10) days of the Exclusion Reporting Deadline.

#### **3.4. Objecting to the Settlement.**

Any Class Member may object to this Settlement by filing with the Court, and serving on Class Counsel and Settling Defendants’ Counsel, a written objection postmarked no later than the Objection Deadline. All objections must (i) refer to the “Auto Doc Fees Litigation, Cause No. 49D01-1904-PL-013575;” (ii) state the person’s name, address, and telephone number; and (iii) include a written statement setting forth all of the bases for the objection, accompanied by any evidence that the Class Member intends to offer in support of any objection; (iv) be signed by the Settlement Class List member who was identified on the Notice; and (v) be sent by U.S. mail, first class and postage prepaid, with a postmark no later than thirty (30) days after the Objection Deadline to the Clerk of the Court, Class Counsel, and Counsel for Settling Defendants. Class Members, or their counsel, who wish to appear in person or by counsel at the Final Approval Hearing must file with the Court and serve on

Class Counsel and Settling Defendants' Counsel at least fifteen (15) days before the Final Approval Hearing a notice of their intent to appear.

**3.5. Final Approval of the Settlement.**

Prior to the Final Approval Hearing, Class Counsel must move the Court to enter the Final Approval Order consistent with the terms of the Settlement.

Settling Defendants shall not oppose that motion.

**4. BENEFIT TO CLASS MEMBERS**

**4.1. Cash Settlement Fund.**

Settling Defendants must pay the Settlement Fund into the Escrow Account no later than the Settlement Funding Deadline. The Settlement Fund shall be held by the Settlement Administrator in the Escrow Account for the benefit of the Class Members to provide for the payments set forth in this Settlement, subject to Court approval.

**4.1.1. Formula for Distribution to Class Members.**

Class Members' distributions from the Net Settlement Fund will be determined on a pro rata basis, based on the amount of Automobile Document Preparation Fees paid by Class Members according to the Class Member List after excluding Class Members who have timely chosen to exclude themselves from the Settlement Class, which will be established by the Settlement Administrator based on the transaction data provided by Settling Defendants. The following formula will determine each Class Member's distribution:

*Class Member's Pro Rata %*

$$= \frac{\text{Automobile Document Preparation Fees Paid by That Class Member}}{\text{Total Automobile Document Preparation Fees Paid by All Class Members}}$$

*Class Member's Distribution = Class Member's Pro Rata % × Net Settlement Fund*

**4.1.2. Direct Distribution to Class Members—No Claims Process.**

No later than the Distribution Calculation Deadline, the Settlement Administrator must provide to Class Counsel and Settling Defendants' Counsel a redacted listing of the distribution amount due from the Net Settlement Fund to each Class Member. The parties acknowledge that this distribution information contains confidential information that shall be redacted and such information (names, addresses and emails) shall not be disseminated to Class Counsel except as agreed by the parties or ordered by the Court. The Settlement Administrator must treat the information as confidential, and that this information will only be used for the purpose of carrying out this Settlement and will be deleted within 180 days after the distribution of Net Settlement Fund is complete.

**4.1.2.1. Distribution to Class Members.**

No later than the Distribution Deadline, the Settlement Administrator will issue payments to Class Members from the Settlement Fund in the amounts provided by this Settlement. If any payment is returned undeliverable, the Settlement Administrator must make a reasonable attempt to locate an updated address to send the payment. The Settlement Administrator must also process requests for reissuance of checks. Checks shall be valid for 180 days from the Distribution Deadline.



#### **4.1.3. Distribution of Unclaimed Funds.**

Any funds remaining in the Escrow Account resulting from unclaimed settlement funds ten (10) days after the expiration of the last checks mailed by the Settlement Administrator will be delivered by the Settlement Administrator to the Indiana Unclaimed Property Fund, and shall be allocated and remitted to the Indiana Unclaimed Property Fund in the name of each Class Member who has not received any Class Member Distribution or Distributions owed to that Class Member (including where a Distribution check was mailed but not cashed before expiration), and in the amount of the Class Member Distribution or Distributions owed to that Class Member.

#### **4.1.4. No Reversion to Settling Defendants.**

In no event will any portion of the Settlement Fund revert to Settling Defendants, except that, if the Effective Date fails to occur (because, for example, final approval is denied or if any Settling Defendant timely exercises its right to withdraw from the Settlement under Section 3.3), then Settling Defendants shall have the right to immediate return of the monies then remaining in the Settlement Fund, less the costs of notice and administration already incurred.

#### **4.2. Payment of Costs of Notice and Settlement Administration.**

The costs of providing notice and settlement administration will be paid from the Settlement Fund. In no event may Settling Defendants recoup the costs of notice and settlement administration, including in the event that this Settlement is not granted final approval or final approval is reversed on appeal.

## **5. RELEASES AND TERMINATION OF THE SETTling CONSOLIDATED CASES**

### **5.1. Release of Settling Defendants.**

Upon the Effective Date, the Class Representatives and the Class Members (collectively, “Releasing Parties”), and each of their respective co-buyers, co-leasees, executors, representatives, heirs, predecessors, successors, bankruptcy trustees, guardians, wards, agents and assigns, and all those who claim through them or who assert claims on their behalf, fully and irrevocably release and forever discharge the Settling Defendants and each of their present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former officers, directors, employees, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, predecessors, successors, agents and assigns of each of them (collectively, “Released Parties”), from all claims, rights, demands, charges, complaints, actions, damages, causes of action, obligations, liabilities, or suits for any type of relief, including, without limitation, actual, statutory, or punitive damages, restitution or other monetary relief of any and every kind, and all claims for declaratory or injunctive relief, and including, without limitation, those based on any federal, state, or local law, statute, regulation, or common law, whether known or unknown, suspected or unsuspected, raised or that could have been raised in the Settling Consolidated Cases related to Automobile Document Preparation Fees paid by Settlement Class members to Settling Defendants.

## **5.2. Termination of the Settling Consolidated Cases.**

Each of the Settling Consolidated Cases will be dismissed by the entry of the Final Approval Order, which will provide for the entering a final judgment approving this Settlement and the dismissal of all of the Class Members' claims with prejudice, and the dismissal of all other claims in each of the Settling Consolidated Cases without prejudice.

## **6. NO ADMISSION OF LIABILITY**

Settling Defendants are entering into this Settlement and agreeing to the form and content of the related documents solely to compromise and settle the claims brought in each of the Settling Consolidated Cases and to avoid the expense and uncertainty of continued litigation in each of the Settling Consolidated Cases. This Settlement and any of the related documents shall never be construed as an admission of liability or any type of wrongdoing or misconduct or of any fault or fact whatsoever, and Settling Defendants expressly deny any wrongdoing, misconduct, or liability in any of the Settling Consolidated Cases.

The Class Representatives are entering into this Settlement and agreeing to the form and content of the related documents to avoid the expense and uncertainty of continued litigation in each of the Settling Consolidated Cases. Neither this Settlement nor any of the related documents can ever be construed as an admission that any of the claims lack merit or that any valid defense to the claims exists, or that the Class Representatives and Settlement Class Members would not prevail on the merits of the claims in any of the Settling Consolidated Cases.

**7. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS.**

**7.1. Attorneys' Fees and Expenses**

Settling Defendants and their counsel will take no position on any request by Class Counsel to the Court to be paid attorneys' fees and expenses from the Settlement Fund. Any fees, costs, or expenses approved by the Court must be awarded and payable out of the Settlement Fund and shall be distributed to Class Counsel no later than three (3) days after the Effective Date.

**7.2. Class Representative Awards**

Settling Defendants and their counsel will take no position on any request for the Class Representatives to be paid a Class Representative service award from the Settlement Fund. Any Class Representative service award must be approved by the Court and must be awarded and payable out of the Settlement Fund and shall be distributed to the Class Representatives no later than three (3) days after the Effective Date.

**8. MISCELLANEOUS**

**8.1. Best Efforts to Effectuate Agreement**

The Class Representatives, Class Counsel, Settling Defendants, and Settling Defendants' Counsel agree to undertake good faith efforts to effectuate this Settlement, including: (i) all steps that may be appropriate or necessary to secure the Court's preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving

the Settlement. However, Settling Defendants and their Settling Defendant's Counsel will only be obligated to either join in or not object to Class Counsel's arguments made in any opposition to a challenge or appeal.

**8.2. Reservation of Rights if This Settlement Agreement Is Not Approved or Becomes Void.**

If this Settlement is not approved by the Court, if and any Settling Defendant exercises the right to withdraw based on the number of Class Members who choose to exclude themselves, or if Plaintiffs exercise any right to withdraw, this Settlement then becomes null and void, and: (i) no act, statement, or filing in furtherance of this Settlement may be used to support or oppose the certification of any class in any of the Settling Consolidated Cases; (ii) all the parties to this Settlement shall be returned to the same position in each of the Settling Consolidated Cases that they were in on the day before the Execution Date; and (iii) Settling Defendants shall be entitled to object to certification of any class in any of the Settling Consolidated Cases.

**8.3. Integration Clause.**

This Settlement, and all exhibits to it, constitute the entire agreement between the parties, can be modified only in writing, and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter of this Settlement. The Settlement is an integrated agreement, and no promise, inducement, or agreement separate from this Settlement has been made to the parties. The terms

of this Settlement, and all exhibits to it, are binding upon and inure to the benefit of each of the parties and their respective successors, heirs, and assigns.

**8.4. Execution in Counterparts.**

This Settlement may be executed in counterparts, and each counterpart, when executed, shall be deemed to be an original.

**8.5. No Construction Against the Drafter.**

Each party has participated in negotiating and drafting this Settlement through counsel, so if an ambiguity or question of intent or interpretation arises, this Settlement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party.

**8.6. Publicity**

Class Counsel will not issue a white paper, press release, internet post, text message, email, advertisement, or any similar communication or initiate any communications with the media concerning this Settlement or the Settling Consolidated Cases. Any statements to the media will be limited to a joint statement to be agreed upon separately by the parties.

**8.7. Choice of Law, Forum, and Stipulation to Jurisdiction.**

This Settlement, and all exhibits to it, shall be governed by the laws of the State of Indiana, and the parties stipulate that the Court has jurisdiction over them for purposes of administering, interpreting, and enforcing this Settlement. All proceedings relating to the administration, interpretation, and enforcement of this Settlement and related documents must be brought in the Court.

**8.8. Headings Not Substantive.**

The section headings and titles in this Settlement are for informational purposes only and may not be read or otherwise used to determine the intent of the parties.

**8.9. Warranties Relating to Number of Transactions.**

Settling Defendants warrant that the total number of Automobile Document Preparation Fees paid by the Settlement Class does not exceed 171,000.


**8.10. Confirmatory Discovery.**

Class Counsel may conduct confirmatory discovery, including by affidavit and/or a Trial Rule 30(B)(6) deposition of each Defendant in each of the Settling Consolidated Cases, limited to confirming the source, accuracy, and completeness of the data provided for purposes of mediation and the Settlement. If Settling Defendants fail to provide confirmatory discovery, or confirmatory discovery reveals that the total number of Automobile Document Preparation Fees paid by the Settlement Class exceed 171,000, Plaintiffs may withdraw from this Settlement by sending a written letter of withdrawal and the basis therefore to Settling Defendant's Counsel prior to the Notice Dissemination Deadline.

**9. SIGNATURES**

Agreed to as of the dates of execution below.

**PLAINTIFFS IN SETTLING CONSOLIDATED CASES:**

By   
Irwin B. Levin  
Cohen & Malad, LLP  
One Indiana Square, Suite 1400  
Indianapolis, IN 46204

Date: July 29, 2022

**DEFENDANTS IN SETTLING CONSOLIDATED CASES:**

<b>MICHAEL BENOSKY v. BUTLER MOTORS, INC. et al. Cause No. 49D01-1904-PL-013575</b>	
<p><b>Settling Defendants:</b></p> <p><b>Butler Motors, Inc.</b> <b>Butler Toyota,</b> <b>Butler Toyota, Inc.</b> <b>Butler Scion</b> <b>Butler Toyota</b></p> <p>By: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>Counsel:</b></p> <p>Michael P. Shanahan William N. Ivers Mallor Grodner LLP 101 W. Ohio Street, Suite 1600 Indianapolis, IN 46204</p> <p>Geoffrey M. Grodner Mallor Grodner LLP 511 Woodcrest Drive Bloomington, IN 47401</p> <p>Hamish S. Cohen Sean P. Burke Raymond J. Biederman Mattingly Burke Cohen Biederman LLP 155 E. Market Street, Suite 400 Indianapolis, IN 46204</p>

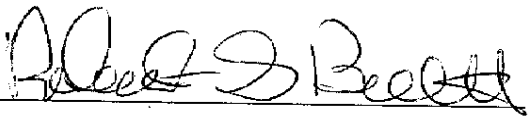



**PLAINTIFFS IN SETTling CONSOLIDATED CASES:**

By \_\_\_\_\_  
Irwin B. Levin  
Cohen & Malad, LLP  
One Indiana Square, Suite 1400  
Indianapolis, IN 46204

Date: \_\_\_\_\_

**DEFENDANTS IN SETTling CONSOLIDATED CASES:**

<b>MICHAEL BENOSKY v. BUTLER MOTORS, INC. et al.</b> <b>Cause No. 49D01-1904-PL-013575</b>	
<b>Settling Defendants:</b>  <b>Butler Motors, Inc.</b> <b>Butler Toyota,</b> <b>Butler Toyota, Inc.</b> <b>Butler Scion</b> <b>Butler Toyota</b>	<b>Counsel:</b>  Michael P. Shanahan William N. Ivers Mallor Grodner LLP 101 W. Ohio Street, Suite 1600 Indianapolis, IN 46204  Geoffrey M. Grodner Mallor Grodner LLP 511 Woodcrest Drive Bloomington, IN 47401  Hamish S. Cohen Sean P. Burke Raymond J. Biederman Mattingly Burke Cohen Biederman LLP 155 E. Market Street, Suite 400 Indianapolis, IN 46204
By: <u></u>	
Printed: <u>Robert Butler</u>	
Title: <u></u>	
Date: <u>7/29/22</u>	

**HAROLD COWDEN, II v. D-PATRICK, INC. et al.**  
**Cause No. 49D01-1905-PL-020767**

**Settling Defendants:**

D-Patrick Inc.  
D-Patrick Boonville Ford, LLC

By: 

Printed: RL Farabaugh

Title: President

Date: 7/25/22

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**SCOTT WALTERS, et al. v. ANDY MOHR AUTOMOTIVE GROUP, INC., et al.  
Cause No. 49D01-2003-PL-009617**

**Settling Defendants:**

**Andy Mohr Automotive Group, Inc.  
Andy Mohr Ford  
Andy Mohr Chevrolet  
Andy Mohr Avon Nissan  
Andy Mohr Toyota  
Andy Mohr VW  
Andy Mohr Speedway Chevy  
Andy Mohr Nissan  
Andy Mohr Honda  
Andy Mohr Hyundai  
Andy Mohr Kia  
Andy Mohr Buick GMC**

By: \_\_\_\_\_

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**STEPHEN F. LOONEY v. ROHR INDY MOTORS, INC., et al.**  
**Cause No. 49D01-1909-PL-037963**

**Settling Defendants:**

**Rohr Indy Motors Inc.**  
**Indy Honda**  
**Rohr-Tippe Motors, Inc.**  
**Bob Rohrman Motors Inc.**  
**Five Star Motors of Lafayette, Inc.**  
**Rohr-Valpo Motors, Inc.**  
**Rohr-Ette Motors, Inc.**  
**Mid-States Motors, Inc.**  
**Fort-Rohr Motors, Inc.**  
**Rohr-Law Motors Inc.**  
**Robert V. Rohrman**

By: \_\_\_\_\_

Printed:                     Ryan V Rohrman                    

Title:                     President/CEO                    

Date:                     07/20/2021                    

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