

EXHIBIT 1
AGREEMENT OF SETTLEMENT AND RELEASE

Subject to approval by the United States District Court for the Northern District of Ohio, Eastern Division, District Judge Christopher A. Boyko presiding, this Agreement of Settlement and Release (“Agreement”) is entered into between Plaintiffs Travis Pearson, Lashon Underwood, and Kyanna Williams, on behalf of themselves and others similarly situated, as defined herein, and Defendant CSK Auto Inc. n/k/a O’Reilly Auto Enterprises, LLC d/b/a O’Reilly Auto Parts (“Defendant”) this ___ day of January, 2015.

RECITALS

1. Plaintiffs Travis Pearson and Lashon Underwood filed this Action in the United States District Court for the Northern District of Ohio, Eastern Division on November 12, 2012. (Doc. 1). A First Amended Class and Collective Action Complaint was filed on December 20, 2012, adding Kyanna Williams as a named-Plaintiff. (Doc. 4). Plaintiffs subsequently filed a Second Amended Collective Action Complaint on April 1, 2013. (Doc. 29).
2. Defendant filed an Answer to each Complaint (Docs. 13 and 38), denying all liability under any of Plaintiffs’ claims.
3. The Parties agree that bona fide disputes exist regarding Plaintiffs’ claims.

Conditional Certification and Notice

4. On March 28, 2014, the Court conditionally certified this case as a collective action under the FLSA, 29 U.S.C. § 216(b), on behalf of Plaintiffs and other similarly situated persons, defined as:

All current and former first assistant managers, second assistant managers, assistant managers, sales representatives, parts professionals or retail nonexempt employees who worked at any District 235 CSK Auto, Inc. d/b/a O'Reilly Auto Parts store during the applicable three-year period between April 1, 2010 and the present.

5. The Court's March 28, 2014 order directed the Parties to submit, by April 30, 2014, a proposed notice to Potential Opt-Ins informing them of the collective action and permitting them to join the case pursuant to § 216(b). On that date, however, the Parties jointly moved the Court to postpone the submission of a proposed notice so they could discuss possible settlement of the action on a global basis. The requested postponement of notice was granted by the Court and later extended by further stipulations and orders.

Discovery and Due Diligence

6. On May 15, 2014, Plaintiffs served a request for documents on Defendant seeking production of wage-and-hour information for Plaintiffs and Potential Opt-Ins as well as extensive documents and data generated by Defendant's computerized timekeeping system.

7. In a Joint Stipulation for Production of Documents filed June 11, 2014, the Parties agreed on a document production by Defendant to facilitate settlement negotiations and enable Plaintiffs' Counsel to fulfill their responsibility of due diligence.

The stipulated production included employee identification numbers and employment dates for all Potential Opt-Ins and a more extensive production for 15% of them, selected randomly. Defendant produced individual contact information for the randomly selected group, as well as voluminous wage-and-hour data and computerized documents necessary to fully and fairly evaluate the claims of the Plaintiffs and Potential Opt-Ins.

8. Prior to entering into settlement negotiations, Plaintiffs' Counsel conducted a comprehensive investigation, including contacting and interviewing randomly selected group members and extensively analyzing the wage-and-hour information and computerized timekeeping data provided by Defendant. Similar interviews and analyses were conducted by Defendant.

Settlement Negotiations

9. On October 31, 2014, the Parties attended a mediation in Columbus, Ohio with attorney Dan Ryan, a skilled mediator in complex wage-and-hour class action litigation.

10. The negotiation lasted over eight hours and was conducted in two phases. The mediation was successful, with the Parties first reaching agreement regarding a total settlement amount to be made available to Plaintiffs and Opt-Ins, and then separately reaching agreement on Plaintiffs' Counsel's attorneys' fees and litigation costs. The terms of the global settlement are fully incorporated within this Agreement.

11. Defendant denies and continues to deny all of the allegations embodied in this Action. Nonetheless, without admitting or conceding any liability or responsibility

for damages, Defendant has agreed to settle the Action in accordance with the terms and conditions set forth in this Agreement solely to avoid the burden, expense, and uncertainty of continued litigation.

12. Plaintiffs' Counsel have thoroughly investigated the facts and diligently pursued pre-notice discovery and due diligence, including interviews with Plaintiffs and Potential Opt-Ins and extensive analyses of wage-and-hour information and computerized timekeeping data produced by Defendant. Based on their independent investigation and evaluation of the facts and law relating to the claims asserted in this Action, including the risk of significant delay and Defendant's defenses, Plaintiffs' Counsel believe the Settlement is fair, adequate, reasonable, and in the best interests of Plaintiffs and Potential Opt-Ins.

13. Wherefore, subject to approval by the Court, the Parties have reached a binding agreement to settle the Action upon the terms and conditions set forth below.

TERMS OF THE AGREEMENT

1. Definitions Used in this Agreement

A. "Action" means the civil action in the United States District Court for the Northern District of Ohio, Eastern Division entitled *Travis Pearson, et al. v. CSK Auto, Inc., et al.*, Case No. 1:12-cv-02905.

B. "Administrative Costs" means the reasonable amount to be paid to a third-party settlement administrator for all costs connected with consummating the terms of this Agreement.

C. “Agreement” or “Settlement Agreement” shall mean this Agreement of Settlement and Release.

D. “Approval Date” means the date the Court enters an order approving this Settlement including the proposed procedure for notifying Potential Opt-Ins of their eligibility to participate in the Settlement (“Approval Order”). The “Effective Date” of this Settlement shall be 31 calendar days after the Approval Order or, if the Approval Order is appealed, the day after the Approval Order has been affirmed and is not subject to further appeal. A proposed Approval Order is attached as Exhibit 1.

E. “Defendant” shall mean and include CSK Auto Inc. n/k/a O’Reilly Auto Enterprises, LLC d/b/a O’Reilly Auto Parts, and all of its former, current, and respective officers, directors, agents, attorneys, parents, predecessors, successors, subsidiaries, and related and affiliated entities.

F. “Defendant’s Counsel” shall mean Colleen P. Lewis and Michael B. Mattingly of Dinsmore & Shohl LLP.

G. “Eligible Workweeks” as it relates to a Potential Opt-In means workweeks during the time period beginning on April 1, 2011 and ending on December 31, 2014 during which the Potential Opt-In was employed by Defendant. “Eligible Workweeks” for Plaintiffs means workweeks during the time period beginning on April 1, 2010 and ending on December 31, 2014 during which the Plaintiffs were employed by Defendant.

H. “Total Settlement Amount” means the amount of Two Hundred Fifteen Thousand Dollars and Zero Cents (\$215,000.00). This payment will cover the proposed individual settlement payments to Plaintiffs and Opt-Ins, the proposed service awards to the named Plaintiffs, and the proposed attorneys’ fees and litigation costs to Plaintiffs’ Counsel. The Total Settlement Amount shall not include Administrative Costs. Defendant will pay the reasonable cost of settlement administration to the third party settlement administrator.

I. “Opt-Ins” means and includes the Potential Opt-Ins who opt-in pursuant to the Notice and Opt-In Process set forth below in Paragraph 2(C), and who therefore receive Individual Payments consistent with Paragraph 2(B) below.

J. “Party” or “Parties” shall mean Plaintiffs and Defendant, as defined herein.

K. “Plaintiffs” shall mean and include the named Plaintiffs in the Action, Travis Pearson, Lashon Underwood, and Kyanna Williams.

L. “Plaintiffs’ Counsel” shall mean Joseph F. Scott and Ryan A. Winters, of the Scott & Winters Law Firm, LLC, and Thomas A. Downie.

M. “Potential Opt-Ins” means and includes the similarly-situated persons defined by the Court’s March 28, 2014 conditional certification order, to wit: “All current and former first assistant managers, second assistant managers, assistant managers, sales representatives, parts professionals or retail nonexempt employees who worked at any District 235 CSK Auto, Inc. d/b/a O’Reilly Auto Parts store during the applicable three-year period between April 1, 2010 and the present.”

N. “Released Claims” means any and all individual, class, or collective wage-and-hour claims that were or could have been brought based on the specific factual allegations contained in the Action, that occurred or are alleged to have occurred at any time through the Approval Date, including without limitation claims for off-the-clock work, unpaid wages, unpaid overtime compensation, penalties, liquidated damages, interest, attorneys’ fees or expenses, and further including claims under the Fair Labor Standards Act, the Ohio Minimum Fair Wage Standards Act, and the common law.

O. “Released Parties” means Defendant, including its predecessors, successors and assigns, their current and former direct and indirect parents, affiliates, subsidiaries, divisions, and related business entities, directors, shareholders, employees, agents, and representatives.

P. “Released Period” shall mean the period beginning April 1, 2010 and ending on the Effective Date.¹

Q. “Settlement” means the settlement of the Action described and defined by, and according to the terms of, the Agreement.

R. “Spreadsheet” means the electronic spreadsheet which includes the name, Employee ID, social security number, last known address, job title, and employee status of all Plaintiffs and Potential Opt-ins, and their number of Eligible Workweeks.

¹ In the event this Action did not settle, Defendant intended to argue that a 2-year statute of limitation applies to Plaintiffs’ claims. However, for purposes of settlement only, the Parties apply the 3-year statute of limitations period, which was tolled by agreement of the Parties.

2. **Settlement Amount and Allocation**

A. Total Settlement Amount. Subject to the terms and conditions of this Agreement, the total amount Defendant will pay and/or make available for distribution, in final and complete settlement of the Action, is Two Hundred Fifteen Thousand Dollars and Zero Cents (\$215,000.00) (plus the reasonable cost of administration). Subject to approval by the Court, the Total Settlement Amount will be paid and/or made available to Plaintiffs, Opt-Ins, and Plaintiffs' Counsel as provided in this Paragraph 2.

B. Individual Payment Fund. The Individual Payment Fund shall be \$116,000.00. Subject to approval by the Court, the Individual Payment Fund shall be paid and/or made available to Plaintiffs and Opt-Ins according to the Schedule of Individual Payments (Exhibit 2) ("Individual Payments"). The proposed Individual Payments were determined as follows:

1. Step 1: Plaintiffs' and Potential Opt-Ins' Eligible Workweeks. Eligible Workweeks were calculated for each Plaintiff and Potential Opt-In, consisting of: for Plaintiffs, the number of weeks worked from April 1, 2010 to December 31, 2014, and for Potential Opt-Ins, the number of weeks worked from April 1, 2011 to December 31, 2014, provided that Potential Opt-Ins were allocated at least one (1) Eligible Workweek. For part-time Potential Opt-Ins, the Eligible Workweeks were multiplied by 0.5 because they were less likely on a per-week basis to have experienced violations of the FLSA.

2. Step 2: Amount Per Eligible Workweek. The Individual Payment Fund was divided by the total of all Eligible Workweeks of the Plaintiffs and Potential Opt-Ins to determine the payment amount per Eligible Workweek.

3. Step 3: Individual Payment Amounts. The Individual Payments were calculated by multiplying the amount per Eligible Workweek by respective Plaintiff's or Potential Opt-In's Eligible Workweeks.

C. Notice and Opt-In Process. Potential Opt-Ins shall be notified of the Settlement and may obtain their Individual Payments as follows. The proposed Notice (Exhibit 3), with its attached Consent and Release Form, shall be mailed to all Potential Opt-Ins using the settlement administration procedures prescribed below. Potential Opt-Ins may opt in and obtain their Individual Payments by signing and returning the Consent and Release Form within sixty (60) calendar days after mailing of the Notice. As explained in the Notice, Potential Opt-Ins who timely sign and return the Consent and Release Form opt into the Action for the purpose of accepting the terms of this Settlement, including the release of claims.

D. Service Awards and Global Release by Plaintiffs. Subject to approval by the Court, and in exchange for their execution of this Agreement and their individual releases of claims, Plaintiffs Travis Pearson, Lashon Underwood, and Kyanna Williams shall receive service awards in the amount of \$3,000.00 in recognition of their service to Plaintiffs' Counsel and their contribution to achieving this Settlement. The service awards shall be in addition to the Individual Payments to Plaintiffs according to the Schedule of Individual Payments. To receive Individual Payments and service awards, Plaintiffs must sign Consent and Release Forms as well as this Agreement. In consideration of their service awards and Individual Payments,

Plaintiffs expressly agree to fully release the Released Parties for any and all individual, class, and collective claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown.

E. Tax Treatment of Individual Payments and Service Awards. For Individual Payments as set forth in Paragraph 2(B) above, fifty percent (50%) of the amount(s) paid to each Plaintiff and Opt-In under this Agreement shall be reported by the Settlement Administrator as wages to the appropriate taxing authorities on a Form W-2 issued to the Plaintiff and Opt-In with his or her taxpayer identification number, and shall be subject to deduction of the employee share of applicable taxes and withholdings as required by federal, state, and local law. The remaining fifty percent (50%) of the amount(s) paid to each Plaintiff and Opt-In will be allocated to liquidated damages, interest and/or penalties and reported by the Settlement Administrator as non-wage income to the appropriate taxing authorities on a Form 1099 issued to the Plaintiffs and Opt-Ins. Service awards as set forth in Paragraph 2(D) above will be treated as non-wage income and reported by Defendant to the appropriate taxing authorities on a Form 1099 issued to each Plaintiff.

F. Attorneys' Fees and Litigation Costs. Subject to approval by the Court, the agreed sum of \$90,000.00 will be distributed to Plaintiffs' Counsel as and for attorneys' fees and reimbursement of litigation costs reasonably incurred in pursuing the Action. Defendant will issue a Form 1099 to Plaintiffs' Counsel with respect to these

distributions. Plaintiffs' Counsel will advise Defendant of the respective amounts to each firm or attorney.

G. Unclaimed Individual Payment Fund. Individual Payments to Opt-Ins who do not timely cash their checks during the 90-day negotiability period shall revert back to Defendant consistent with the Settlement administration procedures prescribed below.

RELEASE OF CLAIMS

1. **Release** In accordance with the terms of this Agreement, Plaintiffs and all Opt-Ins who sign and return a Consent and Release Form (collectively, "the Releasing Parties"), shall be deemed to have irrevocably and unconditionally released and discharged the Released Parties with respect to the Released Claims. This release is intended to and shall be effective as a release of and bar to all Released Claims that have accrued as of the Effective Date.

2. **Release of Attorneys' Fees and Litigation Costs** Plaintiffs and Plaintiffs' Counsel agree that the payment of attorneys' fees and litigation costs to Plaintiffs' Counsel pursuant to this Agreement includes, satisfies, and extinguishes all claims for attorneys' fees and expenses recoverable in the Action. In consideration of such payment, Plaintiffs' Counsel release and waive any and all claims to further attorneys' fees and expenses in connection with the Action.

APPROVAL OF SETTLEMENT AND DISMISSAL OF ACTION

1. **Cooperation** The Parties agree to cooperate and take all steps necessary and appropriate to obtain final Approval of this Settlement, effectuate its terms, and cause the Action to be dismissed with prejudice.

2. **Fair, Adequate and Reasonable Settlement** The Parties agree that the Settlement is fair, adequate, and reasonable and will so represent to the Court.

3. **Joint Motion for Court Approval of Settlement** Within five (5) business days after the execution of this Agreement, the Parties will jointly move the Court for approval of the Settlement and entry of the proposed Approval Order (Exhibit 1) granting final approval of the Settlement as fair, adequate, and reasonable, approving the Total Settlement Amount, approving the proposed Schedule of Individual Payments to Plaintiffs and Potential Opt-Ins, approving the proposed service awards to Plaintiffs, approving the payment of attorneys' fees and litigation costs to Plaintiffs' Counsel, and dismissing the Action with prejudice. If the Court does not enter the proposed Approval Order, or decides to do so only with material modifications to the terms of this Agreement, or if the Approval Order is reversed or vacated by an appellate court, then this Agreement shall become null and void, unless the Parties agree in writing to modify this Agreement and the Court approves this Agreement as modified.

4. **Dismissal of the Action With Prejudice** Subject to and conditioned upon the approval by the Court of the Settlement in accordance with the terms and conditions of this Agreement, Plaintiffs and Plaintiffs' Counsel agree that this Action shall be dismissed with prejudice as to all Released Parties and all Released Claims,

with all Parties responsible for their own costs and attorneys' fees, except as otherwise specifically provided in this Agreement.

SETTLEMENT ADMINISTRATION

1. The Parties agree that this Settlement will be administered by Dahl Administration ("Settlement Administrator"). Reasonable fees and expenses of the Settlement Administrator shall be paid by the Defendant.
2. Spreadsheet and Schedule of Individual Payments. Defendant will provide the Settlement Administrator with the Spreadsheet and the Schedule of Individual Payments (Exhibit 2) within fourteen (14) calendar days after the Approval Date. New or updated contact information may be submitted to the Settlement Administrator by Plaintiffs' Counsel at any time. All Parties, Plaintiffs' Counsel, Defendant's Counsel, and the Settlement Administrator will keep all information confidential. The Parties, Plaintiffs' Counsel, and Defendant's Counsel shall provide the Settlement Administrator with all necessary cooperation, including but not limited to the execution of all documents necessary to administrator the Settlement.
3. Updating by the Administrator. The Settlement Administrator will check for new or better addresses using the National Change of Address Database.
4. First Mailing of Notice. Within seven (7) calendar days after the Effective Date, the Settlement Administrator will mail the proposed Notice (Exhibit 3), with its attached Consent and Release Form, to all Potential Opt-Ins using the Spreadsheet and the Schedule of Individual Payments provided by Defendant. The Notice shall inform the Potential Opt-Ins of their eligibility to participate in the Settlement by signing and

returning Consent and Release Forms along with completed W-4 and W-9 Forms, as well as the amount of their respective Individual Payment if they do so.

5. Undeliverable Notices. If a Notice sent to a Potential Opt-In is returned as undeliverable, the Settlement Administrator will promptly undertake reasonable steps, including the use of the Experian File One database, to determine the Potential Opt-In's current address.

6. Second Mailing of Notice. If an additional address is located for a Potential Opt-In whose notice was returned as undeliverable, the Settlement Administrator will resend the Notice to that Potential Opt-In at the updated address.

7. Consent Deadline. The Consent Deadline for a Potential Opt-In shall be sixty (60) calendar days after the First Mailing of Notice or, in the case of a Potential Opt-In for whom the first Notice was returned as undeliverable and an additional address was found, sixty (60) calendar days after the Second Mailing of Notice to that Potential Opt-In. Potential Opt-Ins will only be entitled to receive their Individual Payments if they sign and postmark a Consent and Release Form on or before the Consent Deadline.

8. Untimely Consent Forms. If a Potential Opt-In attempts to participate in the Settlement by returning a Consent and Release Form after the Consent Deadline, Defendant may, in its sole discretion, accept the untimely Consent Form or instruct the Settlement Administrator to do so.

9. Reports. (A) Thirty (30) calendar days after the First Mailing of Notice, and at monthly intervals thereafter, the Settlement Administrator shall provide to all

counsel a report setting forth the total number of Potential Opt-Ins to whom Notices were mailed, the number of Notices returned as refused, undelivered or undeliverable, and the number of Notices resent.

(B) Within fifty-five (55) calendar days after the First Mailing of Notice, the Settlement Administrator shall provide to all counsel the First Opt-In Report which shall identify the Plaintiffs and those Opt-Ins who signed and returned the Consent and Release Forms, along with completed W-4 and W-9 Forms, within 45 calendar days following the date of the First Mailing of Notice (“Initial Opt-Ins”). The First Opt-In Report shall include notice to all counsel the amount necessary to fund the Individual Payment Fund to provide for Individual Payments to the three Plaintiffs and the Initial Opt-Ins.

(C) Within seven (7) calendar days following the final Consent Deadline for all Potential Op-Ins, the Settlement Administrator shall provide to all counsel a Second Opt-In Report which shall identify all of those remaining Opt-Ins who timely sign and return the Consent and Release Forms, along with the W-4 and W-9 Forms, after the First Opt-In Report (“Remaining Opt-Ins”). The Second Opt-In Report shall include notice to all counsel the final amount necessary to fund the Individual Payment Fund to provide for Individual Payments to all of the Remaining Opt-Ins. The Administrator shall provide to all counsel proof that the Consent and Release Forms were submitted on or before the Consent Deadline. Plaintiffs’ Counsel and Defendant’s Counsel will review the proof of timeliness and cooperate in good faith to resolve any timeliness issues within seven (7) calendar days.

10. Payment of Service Awards and Attorneys Fees. Within seven (7) calendar days after the Effective Date, Defendant shall issue checks in the amount of the service awards to Plaintiffs Travis Pearson, Lashon Underwood, and Kyanna Williams and will issue checks to Plaintiffs' Counsel for the attorneys' fees and litigation costs. Defendant will issue IRS Forms 1099 to Plaintiffs and Plaintiffs' Counsel for the service awards and the attorneys' fees and costs paid under this Agreement.

11. Wiring of Individual Payment Fund. Defendant shall wire the first installment of the Individual Payment Fund within seven (7) calendar days following its receipt of the First Opt-In Report prepared by the Administrator ("First Installment"). Defendant shall wire the second installment of the Individual Payment Fund within fourteen (14) calendar days following its receipt of the Second Opt-In Report (after having reviewed and resolved any timeliness issues as set forth in Paragraph 9(C)) ("Second Installment").

12. Payment of Individual Payments by Administrator. Within seven (7) calendar days following the wiring of the First Installment by Defendant, the Settlement Administrator will issue Individual Payments to the Plaintiffs and the Initial Opt-Ins. Within seven (7) calendar days following the wiring of the Second Installment by Defendant, the Settlement Administrator will issue Individual Payments to the Remaining Opt-Ins. Checks to Plaintiffs and all Opt-Ins shall remain negotiable for ninety (90) calendar days but shall be deemed cancelled thereafter.

13. Auditing. Plaintiffs' and Defendant's Counsel shall have the right to review and audit the activities of the Settlement Administrator at reasonable times and upon reasonable notice to the Settlement Administrator and the other Party's Counsel. Information obtained will be held in confidence, except as may be necessary to seek relief from the Court.

14. Closing of Administration. When the Consent Deadline has expired for all Potential Opt-Ins, Individual Payments have been issued to all Opt-ins who have signed and returned Settlement Consent and Release Forms along with completed W-4 and W-9 Forms, and the 90-day negotiability period has elapsed for all outstanding checks, the Settlement Administrator shall so inform all counsel. Ten (10) calendar days thereafter, the administration of the Settlement shall close and the Settlement Administrator shall wire to Defendant any remaining funds.

NO ADMISSION

Nothing contained in this Settlement Agreement shall be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of Defendant, and Defendant denies any such liability. Each Party has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

CONSTRUCTION

The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by

reason of the extent to which any Party participated in the drafting of this Settlement Agreement.

MODIFICATION

This Settlement Agreement may not be changed, altered or modified, except in a writing signed by the Parties and approved by the Court.

WAIVERS, ETC. TO BE IN WRITING

No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

BINDING ON ASSIGNS

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

COUNTERPARTS

This Settlement Agreement may be executed in counterparts. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

JURISDICTION

The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement to the extent permitted by law, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Agreement. Any action to enforce this Agreement shall be commenced and maintained only in this Court.

FUTURE INQUIRIES

If Plaintiffs' Counsel receive inquiries from persons who would have been Potential Opt-Ins under this Agreement, they may inform such persons about this Settlement including the provision enabling Defendant to accept untimely Consent and Release Forms in its sole discretion.

COMMUNICATIONS WITH THE MEDIA

No Party or counsel for a Party shall issue a press release or otherwise notify or initiate communication with the media about the Settlement or terms of the Settlement Agreement or disclose any of the terms of the Settlement Agreement through oral, written, recorded or electronic communications. If Plaintiffs' Counsel or Defendant's

Counsel are contacted by the media, Plaintiffs' Counsel and Defendant's Counsel shall be permitted to respond to such inquiries by stating only that the Parties have reached a settlement agreement subject to the Court's approval or, if contacted after the issuance of the Final Approval Order, Plaintiffs' Counsel and Defendant's Counsel shall be permitted to respond to such inquiries by stating only that the Parties reached a settlement agreement which they believe is a fair and reasonable settlement of disputed claims. Plaintiffs' Counsel and Defendant's Counsel may not disclose any of the specific terms of the Settlement Agreement.

SEVERABILITY

Should any clause, sentence, provision, paragraph, or part of this Agreement be adjudged by any court of competent jurisdiction, or be held by any other competent governmental authority having jurisdiction, to be illegal, invalid, or unenforceable, such judgment or holding shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, provision, paragraph, or part of the Agreement directly involved, and the remainder of the Agreement shall remain in full force and effect.

NO WAIVER

The failure to enforce at any time, or for any period of time, any one or more of the terms of this Agreement shall not be a waiver of such terms or conditions. Moreover, it shall not be a waiver of such Party's right thereafter to enforce each and every term and condition of this Agreement.

AUTHORITY

Each signatory on behalf of Plaintiffs and Defendant represents and warrants that such Party has full authority and power to make the releases and agreements contained in this Agreement on behalf of all Parties. Each signatory further represents and warrants that such Party has not assigned, encumbered, or in any manner transferred all or a portion of the Claims covered by the releases and agreements contained herein.

GOVERNING LAW

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Ohio, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

EXTENSION OF TIME

The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice to the Court, subject to Court approval as to Court dates.

EXECUTION BY PARTIES AND COUNSEL

NAMED PLAINTIFFS

Dated: 1/24, 2015

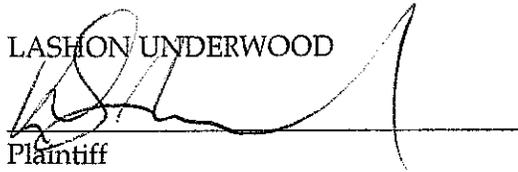
TRAVIS PEARSON



Plaintiff

Dated: 1/24, 2015

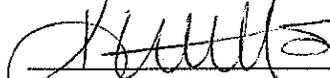
LASHON UNDERWOOD



Plaintiff

Dated: 1/24/1, 2015

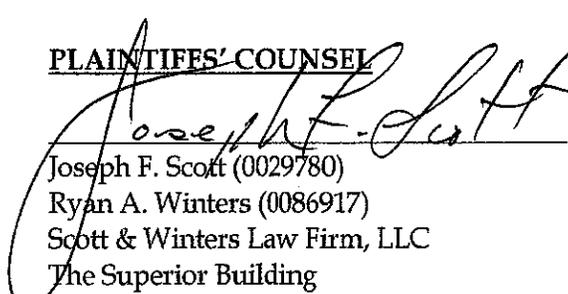
KYANNA WILLIAMS



Plaintiff

Dated: 1/25/1, 2015

PLAINTIFFS' COUNSEL



Joseph F. Scott (0029780)

Ryan A. Winters (0086917)

Scott & Winters Law Firm, LLC

The Superior Building

815 Superior Avenue E., Suite 1325

Cleveland, OH 44114

440-498-9100

jfscltd@yahoo.com

ryan@winterslawfirm.com

Thomas A. Downie (0033119)

46 Chagrin Falls Plaza #104

Chagrin Falls, Ohio 44022

440-973-9000

tom@chagrinlaw.com

Attorneys for Plaintiffs

DEFENDANT

Dated: Jan 26, 2015

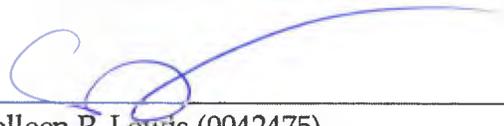
CSK Auto Inc. n/k/a O'Reilly Auto
Enterprises, LLC d/b/a O'Reilly Auto Parts
("Defendant")

By: Tamara de Wild

Its: Associate General Counsel

DEFENDANT'S COUNSEL

Dated: January 28, 2015


Colleen P. Lewis (0042475)
Michael B. Mattingly (0089847)
Dinsmore & Shohl LLP
255 East Fifth Street
Suite 1900
Cincinnati, OH 45202
T (513) 977-8426
F (513) 977-8141
colleen.lewis@dinsmore.com
michael.mattingly@dinsmore.com

Attorneys for Defendant

7431566