SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

JESSICA VASQUEZ and YANETH RODRIGUEZ MELGAR, in a Representative capacity only, and on behalf of other members of the general public similarly situated,

Plaintiff,

v.

SALKHI FAMILY HOLDINGS, INC., a California Corporation; SALKHI PETROLEUM, INC., a California Corporation; and DOES 1-10, inclusive.

Defendants.

CASE NO. MSC21-02223

[~~PROPOSED~~] ORDER APPROVING PAGA SETTLEMENT

Dept.: 39
Judge: Hon. Edward G. Weil

TO ALL PARTIES HEREIN AND THEIR ATTORNEYS OF RECORD:

The Court's tentative ruling granting Plaintiff's Motion Seeking Approval of PAGA Settlement became the Order of the Court on November 6, 2025. The parties were directed to provide an updated Proposed Order. Accordingly, good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1) The Court has reviewed and approves the terms of the parties settlement pursuant to the Private Attorneys General Act (PAGA), attached hereto as Exhibit 1. The Court finds that the settlement is fair, reasonable, and adequate, and grants the motion to approve. The Court further approves the specific proposed allocations as follows: Specifically, the Court approves the Gross Settlement Amount of $575,000.00 which is broken down as follows:

   * **$191,667.00** Attorneys' Fees (33% of total settlement value);
   * **$9,610.68** PAGA Counsel Expenses Payment
   * **$7,850.00** Settlement Administrator Fees
   * **$30,000.00** Plaintiffs' Enhancement Award ($10,000.00 each)
   * **$251,904.24** Total PAGA Penalty. 75% shall be assigned and transmitted to the LWDA as penalties. The remaining 25% ($83,968.08) shall be allocated to the PAGA employees.

2) Attorneys fees are awarded in the amount of $191,667.00. However, 5% of the total attorneys' fees awarded shall be withheld by the settlement administrator pending the compliance hearing.

3) Judgment in accordance with the terms of the parties' PAGA Settlement Agreement, and the specific allocations described therein are approved; and

4) The Court will retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement pursuant to Code of Civil Procedure section 664.6.

///

5) The settlement agreement provides for a nine (9) month payment plan to fully fund the Settlement, followed by an 180 day period in which the aggrieved employees have to deposit settlement checks. Due to this timeline, the Court will set a status hearing on Settlement Compliance for April 8, 2027 at 9:00 a.m. in Department 39 to confirm the completion of the settlement process.

IT IS SO ORDERED.

Dated: 11/18/2025

Hon. Edward Weil

HONORABLE EDWARD G. WEIL
JUDGE OF THE SUPERIOR COURT

Exhibit 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

JESSICA VASQUEZ, YANETH RODRIGUEZ MELGAR, in a Representative capacity only, and on behalf of other members of the general public similarly situated, Plaintiff, v. SALKHI FAMILY HOLDINGS, INC., a California Corporation; SALKHI PETROLEUM, INC., a California Corporation; and DOES 1-10, inclusive. Defendants.	Case No. MSC21-02223 **PAGA SETTLEMENT AGREEMENT**

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Contra Costa ("Court"), Plaintiffs Jessica Vasquez, Yaneth Rodriguez Melgar and Kahlil Martin ("Plaintiffs") and Defendants Salkhi Family Holdings, Inc. and Salkhi Petroleum, Inc. ("Defendants") (collectively with Plaintiffs, the "Parties") hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of Plaintiffs' claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means the Complaint filed in the instant action entitled *Vasquez v. Salkhi Family*, No. MSC21-02223 (Contra Costa County Superior Court).

2. "Aggrieved Employees" means all persons who were employed by Defendants in the State of California in non-exempt positions at any time during the Settlement Period.

3. "Court" means the Superior Court for the State of California, County of Contra Costa.

4. "Gross Settlement Amount" means the settlement amount of Five Hundred Seventy-Five Thousand Dollars ($575,000) to be paid by Defendants in full satisfaction of all Settled Claims arising from the Action.

5. "LWDA" means the California Labor and Workforce Development Agency.

6. "Martin Action" means the Complaint filed by Kahlil Martin against Defendants in Alameda County Superior Court, Case No. 22CV012416.

7. "PAGA Penalties Fund" means the Gross Settlement Amount less the Attorneys' Fees and Costs, Service Awards, and Settlement Administrator Costs.

8. "Plaintiffs' Counsel" means Capstone Law APC, Sullivan & Yaeckel Law Group, APC and Schneider Wallace Cottrell Konecky, LLP.

9. "Service Awards" means the amounts to be paid to Plaintiffs as payment for their service on behalf of the LWDA and Aggrieved Employees and for general releases of all claims arising out of their employment with Defendants.

10. "Settled Claims" means any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could have been alleged to have been violated in the Action with respect to Aggrieved Employees based on the facts alleged in the Action during the Settlement Period.

11. "Settlement Period" means August 25, 2020 through June 1, 2024.

TERMS

12. Amendment of Operative Pleadings. The parties stipulate to the filing of an amended Complaint that adds all of the PAGA claims alleged by Plaintiff Martin in the related action. Martin will file a dismissal of the Martin Action within 10 days of the Approval of this Settlement.

13. Gross Settlement Amount. In consideration for Plaintiffs' promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendants will pay Five Hundred Seventy-Five Thousand Dollars ($575,000) ("Gross Settlement Amount") to settle the Action. The Gross Settlement Amount includes Plaintiffs' attorneys' fees, litigation costs and expenses, consideration for Plaintiffs' service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendants.

14. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

14(a) Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

14(b) To determine each Aggrieved Employee's payment from the PAGA

Penalties Fund, Defendants will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

14(c) This Settlement is entered based on Defendants' estimate that Aggrieved Employees worked during the Settlement Period a total of 16,542 pay periods for Salkhi Petroleum and 4,482 for Salkhi Family Holdings. _ If the total number of Pay Periods worked during the Settlement Period is greater than ten percent (10%) of this estimate, Defendants shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the Aggrieved Employees (e.g., if the number of pay periods increases by 11%, the Gross Settlement Amount will increase by 1%). Alternatively, the Defendants can elect to decrease the Settlement Period to limit the number of pay periods to no more than the total number stated above, plus 10%.

14(d)

15. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiffs' Counsel for Attorneys' Fees and Costs of not more than One Hundred Ninety One Thousand Six Hundred Sixty Seven Dollars ($191,667), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiffs' Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Fourteen Thousand Five Hundred_Dollars ($14,500.00), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel will be added to the PAGA Penalties Fund.

16. Service Awards. For general releases of all claims Plaintiffs may have against Defendants, and/or Defendants' past or present parents, subsidiaries, affliated companies, officers, directors, owners, employees, partners, agents or insurers, arising out of their employment, and for their

service on behalf of the LWDA and Aggrieved Employees, Defendants agree not to oppose or impede any application or motion by Plaintiffs for a service award of up to Ten Thousand Dollars ($10,000), each ("Service Awards"). Upon receipt of the Service Awards, Plaintiffs will be deemed to have fully released and discharged Defendants from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendants arising out of, or relating to, Plaintiffs' employment with Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

17. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Service Awards sought by Plaintiffs is not ultimately awarded by the Court.

18. Settlement Administration Costs. The Parties will retain ILYM Group, Inc., as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there are approximately One Thousand Five Hundred (1,500) Aggrieved Employees, Settlement Administration Costs are estimated at Seven Thousand Eight Hundred Fifty Dollars ($7,850).

19. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment").

20. Funding of the Settlement. Within thirty (30) calendar days after entry of the Order and Judgment, Defendants will deposit half of the Gross Settlement Amount into the QSF to be established by the Settlement Administrator ("First Installment"). Within two hundred and forty (240) calendar days after the First Installment, Defendants will deposit the remaining half of the Gross Settlement Amount into the QSF ("Second Installment"). Within fourteen (14) calendar days aft the Second Installment, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement.

21. List of Aggrieved Employees. On or before the date of the Second Installment, Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

22. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social

Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the LWDA. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

23. Settled Claims. Upon entry of the Order and Judgment, Plaintiffs and all Aggrieved Employees, including by the Court's approval of this Settlement the State of California to the extent represented in this Action by the plaintiffs as proxies of the State of California and the LWDA, will be forever barred from pursuing against Defendants and/or Defendants' past or present parents, subsidiaries, affliated companies, officers, directors, owners, employees, partners, agents or insurers, any and all Settled Claims during the Settlement Period. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement.

24. No Right to Exclusion or Objections by Representative Action Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

25. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

26. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of

action or right herein released and discharged.

27. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

28. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

29. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

30. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.

31. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

32. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

33. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

34. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

35. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

36. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

37. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

38. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

39. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

40. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

41. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and

conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

42. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

43. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

44. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

45. Confidentiality. The Parties agree to keep the terms and existence of this Agreement strictly confidential, and shall not reveal the terms and existence of this Agreement to any other person or entity, except as required by operation of this Agreement, including notification to the Court, the LWDA, the administrator, and the Aggrieved employees. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms and existence of this Agreement and Settlement.

46. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,

statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 2/21/2025

DocuSigned by:

250FEF84323E43C...

Jessica Vasquez

PLAINTIFF

Dated: 2/21/2025

Signed by:

Yaneth Rodriguez

556247D11A9C458...

Yaneth Rodriguez Melgar

PLAINTIFF

Dated: ____________________

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Kahlil Martin

DEFENDANT

Dated: ____________________

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Authorized Signatory for Salkhi Family Holdings, Inc.

DEFENDANT

Dated: ____________________

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Authorized Signatory for Salkhi Petroleum, Inc.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: ____________________

____
Jessica Vasquez

PLAINTIFF

Dated: ____________________

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Yaneth Rodriguez Melgar

PLAINTIFF

Dated: 12 / 27 / 2024

KM
Kahlil Martin

DEFENDANT

Dated: 03/18/2025

Arash Salkhi (Mar 18, 2025 10:22 PDT)

Authorized Signatory for Salkhi Family Holdings, Inc.

DEFENDANT

Dated: 03/18/2025

Arash Salkhi (Mar 18, 2025 10:22 PDT)

Authorized Signatory for Salkhi Petroleum, Inc.

Salkhi Long Form Pltfs Signatures

Final Audit Report 2025-03-18

Created:	2025-03-17
By:	Michael Farbstein (maf@farbstein.com)
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"Salkhi Long Form Pltfs Signatures" History

Document created by Michael Farbstein (maf@farbstein.com)
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Document e-signed by Arash Salkhi (asalkhi@salkhi.com)
Signature Date: 2025-03-18 - 5:22:57 PM GMT - Time Source: server

Agreement completed.
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

JESSICA VASQUEZ, YANETH RODRIGUEZ MELGAR, in a Representative capacity only, and on behalf of other members of the general public similarly situated, Plaintiff, v. SALKHI FAMILY HOLDINGS, INC., a California Corporation; SALKHI PETROLEUM, INC., a California Corporation; and DOES 1-10, inclusive. Defendants.	Case No. MSC21-02223 **AMENDMENT TO PAGA SETTLEMENT AGREEMENT**

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

This Amendment to the parties original "PAGA Settlement Agreement" (the "Agreement") is made and entered into by and between Plaintiffs Jessica Vasquez, Yaneth Rodriguez Melgar and Kahlil Martin ("Plaintiffs") and Defendants Salkhi Family Holdings, Inc. and Salkhi Petroleum, Inc. ("Defendants") (collectively with Plaintiffs, the "Parties"). In consideration of the promises and mutual covenants and agreements herein contained, the Parties hereby Amend the Parties' original PAGA Settlement Agreement as follows:

AMENDMENTS TO SETTLEMENT AGREEMENT

Pursuant to the discussion with the Court at the October 2, 2025 Approval hearing, the

Parties make the following amendment to the Agreement. Given that the Court's tentative ruling was to approve all other aspects of the Settlement, the Parties submit on that tentative subject to this one modification of the Parties' Agreement:

1. Paragraph 22. Paragraph 22 of the Agreement is modified tor reflect the Parties agreement that unclaimed funds will now be sent to the State's Unclaimed Property Fund in the name of the employee. Specifically, this new language supersedes that which is in paragraph 22, of the Parties' original Agreement:

> Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b). All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

DocuSigned by:

Dated: 10/16/2025

B50FEF84923E43C...

Jessica Vasquez

PLAINTIFF

Firmado por:
Yaneth Rodriguez Melgar
429EA9F1F0E645C

Dated: 10/14/2025

Yaneth Rodriguez Melgar

PLAINTIFF

Dated: ____________________

Kahlil Martin

DEFENDANT

Arash Salkhi (Oct 20, 2025 23:02:16 PDT)

Dated: 20/10/2025

Arash Salkhi

Authorized Signatory for Salkhi Family Holdings, Inc.

DEFENDANT

Arash Salkhi (Oct 20, 2025 23:02:16 PDT)

Dated: 20/10/2025

Arash Salkhi

Authorized Signatory for Salkhi Petroleum, Inc

PLAINTIFF

Dated: ____________________

____
Yaneth Rodriguez Melgar

PLAINTIFF

Dated: 10 / 07 / 2025

Km
____
Kahlil Martin

DEFENDANT

Dated: ____________________

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Authorized Signatory for Salkhi Family Holdings, Inc.

DEFENDANT

Dated: ____________________

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Authorized Signatory for Salkhi Petroleum, Inc

Amendment to PAGA Settlement Agreement Pltf Signatures

Final Audit Report 2025-10-21

Created:	2025-10-16
By:	Michael Farbstein (maf@farbstein.com)
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