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AMERICAN ARBITRATION ASSOCIATION

CHRIS GARNER and ANDREW LINDEN,
on behalf of themselves, and on behalf of
other members of the general public similarly
situated;

Claimants,

v.

INTER-STATE OIL COMPANY, a
California Corporation; and DOES 1 through
100, inclusive;

Respondents.

Case No.: 01-21-0003-6413

Arbitrator: Kenneth H. Yoon, Esq.

CLASS ACTION

**[PROPOSED] REVISED ORDER
GRANTING CLAIMANTS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

Hearing Date: September 7, 2021

Hearing Time: 11:00 a.m.

Hearing Place: AAA Teleconference

Filed: June 13, 2018

Arb Filed: April 28, 2021

Trial: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Motion for Preliminary Approval of Class Action Settlement came before Arbitrator
3 Kenneth H. Yoon presiding, on September 7, 2021. The Arbitrator having considered the papers
4 submitted in support of the Motion, additional supplemental papers, and renewed Motion for
5 Preliminary Approval, HEREBY ORDERS THE FOLLOWING:

6 1. The following Class is conditionally certified for purposes of settlement only: All hourly-
7 paid or non-exempt employees who worked or have worked for Respondent in California
8 at any time during the time period from June 14, 2014 through June 30, 2021.

9 2. The Arbitrator grants preliminary approval of the Settlement based upon the terms set
10 forth in the Joint Stipulation and Settlement Agreement attached hereto as **Exhibit 1**. Capitalized terms
11 shall have the definitions set forth in the Settlement.

12 3. The Settlement appears to be fair, adequate, and reasonable to the Classes. The
13 Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only
14 to any objections that may be raised at the final approval hearing and final approval.

15 4. Claimants Chris Garner and Andrew Linden ("Claimants") are conditionally approved
16 as the Class Representatives for the Class.

17 5. The proposed Class Representative Enhancement Payment of up to \$10,000 payable to
18 each Claimant for their agreement to a general release of claims and their services as Class
19 Representatives are conditionally approved.

20 6. Douglas Han, Shunt Tatavos-Gharajeh, and Talia Lux of Justice Law Corporation are
21 conditionally approved as Class Counsel for the Classes.

22 7. The proposed awards of up to \$1,200,000 in Attorney Fee Award and up to \$30,000 in
23 Cost Award to Class Counsel are conditionally approved.

24 8. A final approval hearing on the question of whether the Settlement, Attorney Fee
25 Award, Cost Award, and the Class Representative Enhancement Payments should be finally approved
26 as fair, reasonable and adequate as to Participating Class Members is scheduled on the date and time
27 set forth in Paragraph 15 below.

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1 9. The Arbitrator confirms Phoenix Class Action Administration Solutions as the
2 Settlement Administrator.

3 10. The proposed payment of no more than \$20,000 in costs to Phoenix Class Action
4 Administration Solutions for its services as the Settlement Administrator is conditionally approved.

5 11. The Arbitrator also hereby approves and orders payment from the Gross Settlement
6 Amount the PAGA Payment of \$100,000 (75% of which shall be paid to the LWDA, and 25% of
7 which shall become part of the Net Settlement Amount distributable to Eligible Aggrieved
8 Employees).

9 12. The Arbitrator approves, as to form and content, the Notice of Class Action Settlement
10 as attached as **Exhibit A** to the Settlement. The Court approves the procedure for Class Members to
11 participate in, to opt out of, and to object to, the Settlement as set forth in the Notice of Class Action
12 Settlement. The Court approves, as to the form and content, of the Election Not to Participate Forms
13 (“Exclusion Forms”) the Class Members may use to opt out of the Settlement attached as **Exhibit B1**
14 **and B2** to the Settlement.

15 13. The Arbitrator directs the mailing of the Notice of Class Action Settlement by first class
16 mail to Class Members in accordance with the implementation schedule set forth in paragraph 15
17 below. The Arbitrator finds the dates selected for the mailing and distribution of the Notice of Class
18 Action Settlement, as set forth in the Implementation Schedule, meet the requirements of due process
19 and provide the best notice practicable under the circumstances and shall constitute due and sufficient
20 notice to all persons entitled thereto.

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14. The Arbitrator orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Respondent to submit Database for the Classes to Settlement Administrator	30 calendar days after entry of the Preliminary Approval Order
b.	Deadline for Settlement Administrator to mail the Notice of Class Action Settlement to Settlement Class Members	14 calendar days after entry of Preliminary Approval Order
c.	Deadline for Class Members to request for exclusion from Settlement or postmark objections to Settlement to the Settlement Administrator	45 calendar days after initial mailing of the Notice of Class Action Settlement to Participating Class Members
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement	7 calendar days before the Final Approval Hearing
f.	Deadline for Class Counsel to file Motion for Attorneys' Fees, Costs and Class Representative Enhancement Award	7 calendar days before the Final Approval Hearing
g.	Final Approval Hearing and Final Approval	December 17, 2021 at 10:00 a.m.

IT IS SO ORDERED.

Dated:

BY _____
Kenneth H. Yoon

EXHIBIT 1

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Arbitrator, this Settlement Agreement is between Claimants Chris Garner and Andrew Linden (“Claimants”) and Respondent Inter-State Oil Co., its owners, officers and managers, and all of its related and affiliated entities (“Respondent”). Claimants and Respondent collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which is currently estimated at \$6,950, shall not exceed \$20,000. All Administration Costs shall be paid from the Qualified Settlement Fund.
- B. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- C. **Attorney Fee Award**: The amount, not to exceed 40% of the Gross Settlement Amount or \$1,200,000, finally approved by the Arbitrator and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Qualified Settlement Fund and will not be opposed by Respondent.
- D. **Case or Class Action**: The Complaint filed by Claimants Chris Garner and Andrew Linden entitled *Chris Garner et al. v. Inter-State Oil Co.*, Case No. 01-21-0003-6413 in the American Arbitration Association proceeding.
- E. **Class**: All hourly-paid or non-exempt employees who worked or have worked for Inter-State Oil Co. in California at any time during the Class Period.
- F. **Class Counsel**: Douglas Han, Shunt Tatavos-Gharajeh, and Talia Lux of Justice Law Corporation.
- G. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- H. **Class Notice or Notice**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to the Arbitrator’s approval.

- I. **Class Period**: The time period from June 14, 2014 through June 30, 2021 or the date the Arbitrator grants preliminary approval, whichever date is earlier.
- J. **Class Representatives or Claimants**: Chris Garner and Andrew Linden.
- K. **Class Representative Enhancement Payment**: The amount the Arbitrator awards to Claimants Chris Garner and Andrew Linden for their services as a Class Representatives, which will not exceed \$10,000 each. These payments shall be paid from the Qualified Settlement Fund and will not be opposed by Respondent. This enhancement is subject to approval of the Arbitrator. If the Arbitrator awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- L. **Cost Award**: The amount that the Arbitrator awards Class Counsel for payment of actual litigation costs, which shall not exceed \$30,000. The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Respondent. The Cost Award is subject to the Arbitrator's approval. If the Arbitrator awards less than the amount request, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- M. **Counsel for Respondent**: Alexandra M. Asterlin, Esq. of Palmer Kazanjian Wohl Hodson LLP.
- N. **Arbitrator**: Kenneth H. Yoon, Esq. of American Arbitration Association.
- O. **Respondent**: Inter-State Oil Co.
- P. **Effective Final Settlement Date**: The effective date of this Settlement will be the date the Arbitrator enters a final award and order granting final approval of the settlement.
- Q. **Eligible Aggrieved Employees**: The aggrieved employees eligible to recover the PAGA payment shall consist of all hourly-paid or non-exempt employees who worked or have worked for Inter-State Oil Co. in California at any time during the Class Period between February 13, 2019 through June 30, 2021 ("PAGA Timeframe"). Eligible Aggrieved Employees may not object to or request to be excluded from the PAGA portion of the settlement.
- R. **Exclusion Form**: The Election Not To Participate or Opt-out Form, substantially similar to the form attached hereto as **Exhibit B1 and Exhibit B2**, subject to the Arbitrator's approval. Class members and Aggrieved employees may not request exclusion or opt out of the PAGA portion of the settlement.

- S. **Judgment or Final Approval:** The final order entered by the Arbitrator finally approving this Agreement.
- T. **Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary Three Million Dollars (\$3,000,000). This is the gross amount Respondent can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Arbitrator; (3) the Class Representative Enhancement payment paid to the Class Representatives, as approved by the Arbitrator; (4) Administration Costs, as approved by the Arbitrator; (5) Respondent's portion of payroll taxes on the wage portion of the Class Members' Individual Settlement Payment; and (6) the PAGA Payment to the LWDA and to Eligible Aggrieved Employees, as approved by the Arbitrator. No portion of the Gross Settlement Amount will revert to Respondent for any reason.
- U. **Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.
- V. **LWDA:** California Labor and Workforce Development Agency.
- W. **Net Settlement Amount or NSA:** The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class Representative Enhancements, the portion of the PAGA Payment paid to the LWDA and Eligible Aggrieved Employees, Respondent's portion of payroll taxes on the wage portion of the Class Members' Individual Settlement Payment, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Class Members who do not request exclusion from the Settlement.
- X. **PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- Y. **PAGA Payment:** The PAGA Payment consists of \$100,000 of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the Class Action. Seventy-five percent (75%) of the PAGA Payment (\$75,000) shall be paid to the LWDA, and twenty-five percent (25%) (\$25,000) of the PAGA Payment shall be part of the Net Settlement Amount distributed to Eligible Aggrieved Employees, on a pro rata basis, as set forth below.

- Z. Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
- AA. Parties:** Claimants Chris Garner and Andrew Linden as individuals, Class Representatives, PAGA Representatives, and Respondent Inter-State Oil Co.
- BB. Preliminary Approval or Preliminary Approval Order:** The Arbitrator's order preliminarily approving the proposed Settlement.
- CC. Qualified Settlement Fund or QSF:** A fund within the meaning of Treasury Regulation § 1.468B-1, 26 C.F.R. § 1.468B-1 et seq., that is established by the Settlement Administrator for the benefit of Participating Class Members, Claimants and Class Counsel.
- DD. Released Claims:** As of the Effective Final Settlement Date, claims to be released by the Class Members include any and all claims under state, or local law, whether statutory or common law arising out of the claims expressly pleaded in the Demand and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts pleaded in the Demand for: (1) failure to pay regular and overtime wages under state and federal law; (2) failing to maintain and provide accurate time records and wage statements; (3) failure to pay minimum wage; (4) failure to timely pay final wages; (5) waiting time penalties; (6) failure to provide or pay for meal breaks; (7) failure to provide or pay for rest periods; (8) failure to pay sick pay at the regular rate of pay; (9) failure to provide or pay for split shift and reporting time pay; (10) failure to reimburse business expenses; (11) statutory penalties under PAGA; and (12) violation of California's unfair competition law. The release only applies to periods of time when Class Members were members of the Class (i.e., excluding periods of time in an exempt position).
- EE. Released Parties:** Inter-State Oil Co. and its affiliated companies, parents, members, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them and all working with or in concert with them or connected with them.
- FF. Response Deadline:** Forty-five (45) calendar days from the initial mailing of the Notice.
- GG. Settlement Administration:** The Settlement Administrator will conduct a National Change of Address Database search for the address of all former employee Class Members. The Settlement Administrator will mail the Notice by first class U.S. mail to all Class Members at the address Respondent has on file for those Class Members and to all former employee Class Members at the

address resulting from the NCOA database search. The Notice will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive Notice after the steps outlined above have been taken will still be bound by the Settlement and/or Judgment.

HH. Settlement Administrator: The third-party administrator agreed upon by Parties to administer this Settlement is Phoenix Settlement Administrators.

II. RECITALS

- A.** Prior to the mediation, the Parties conducted significant investigation and discovery of the facts and law both before and after the Class Action was filed. Prior to mediation, Respondent produced hundreds of documents relating to its policies, practices, and procedures regarding reimbursement of business expenses, paying Class Members for all hours worked, meal and rest period policies, and payroll and operational policies. As part of Respondent's production, Claimants also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Claimants to understand the number of workdays in the Class Period. Claimants also interviewed several of Class Members who worked for Respondent throughout the Class Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.
- B. Benefits of Settlement to Class Members.** Claimants and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Respondent through trial and through any possible appeals. Claimants and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Claimants and Class Counsel have conducted extensive settlement negotiations, including formal mediation on April 23, 2021. Based on the foregoing, Claimants and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.
- C. Respondent's Reasons for Settlement.** Respondent recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Respondent have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Claimants. Respondent, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

- D. Respondent's Denial of Wrongdoing.** Respondent generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Class Action is not appropriate for class treatment. Respondent asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Class Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Respondent or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Claimants can serve as an adequate Class Representatives. There has been no final determination by any arbitrator as to the merits of the claims asserted by Claimants against Respondent or as to whether a class or classes should be certified, other than for settlement purposes only.
- E. Claimants' Claims.** Claimants assert that Respondent's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Claimants, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Class Action. However, in the event that this Settlement is finally approved by the Arbitrator, none of Claimants, Class Members, or Class Counsel will oppose Respondent's efforts to use this Agreement to prove that Claimants and Class Members have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, that Respondent is obligated to pay under this Settlement Agreement is Three Million Dollars (\$3,000,000).
- B. Notice to the Labor and Workforce Development Agency ("LWDA").** On February 13, 2020, Claimant Andrew Linden filed and served his Notice of Labor Code Violations Pursuant to Labor Code Section 2699.3. Thus, Claimants have satisfied their notice obligations under the PAGA.
- C. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Arbitrator must certify the Class as defined in this Agreement for the sole purposes of settling this matter. Should the Arbitrator not approve either the Class or PAGA portions of the settlement, no inference

regarding the suitability for Class or PAGA treatment shall be taken from this Agreement.

- D. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Claimants and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Arbitrator should certify any claims in a non-settlement context in this Class Action or in any other lawsuit. If the Settlement does not become effective, Respondent reserves the right to contest any issues relating to class certification and liability.
- E. Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Claimants shall be appointed as the representative for the Class.
- F. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Arbitrator appoint Class Counsel to represent the Class.
- G. Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.

1. Calculation.

- a. Individual Settlement Share Calculation.** Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of days he or she worked as a Class Member during the respective Class Period based on the Class data provided by Respondent, divided by (ii) the total number of days worked by any and all Class Members during the Class Period based on the same Class data, which is then multiplied by the Net Settlement Amount. A partial shift worked in a given day will be credited as a day for purposes of this calculation. Therefore, the value of each Participating Class Member's Individual Settlement Share ties directly to the amount of days that he or she worked.
- 2. Tax Withholdings.** Each Participating Class Member's Individual Settlement Share will be apportioned as follows: 33 1/3% wages, 33 1/3% interest, and 33 1/3% penalties, and reimbursements. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made

subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. The employees' share of payroll tax withholdings shall be withheld from each persons' Individual Settlement Share.

H. Settlement Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

- 1. To the Claimants (Chris Garner and Andrew Linden).** In addition to their respective Individual Settlement Shares, and subject to the Arbitrator's approval, Claimants will receive up to Ten Thousand Dollars and Zero Cents each as a Class Representative Enhancement Payment. The Settlement Administrator will pay the Class Representative Enhancement Payment out of the Qualified Settlement Fund. An IRS Form 1099 will be issued to Claimants with respect to their Class Representative Enhancement Payments. In the event the Arbitrator does not approve the entirety of the application for the Class Representative Enhancement Payments, the Settlement Administrator shall pay whatever amount the Arbitrator awards, and neither Respondent nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Claimants, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
- 2. To Class Counsel.** Class Counsel will apply to the Arbitrator for, and Respondent agrees not to oppose, a total Attorney Fee Award not to exceed forty percent (40%) or \$1,200,000 of the GSA and a Cost Award not to exceed \$30,000. The Settlement Administrator will pay the Arbitrator-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Fund. The Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. In the event the Arbitrator does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Arbitrator awards, and neither Respondent nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

- 3. To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. The Settlement Administrator will calculate the amount of the Participating Class Members' and Respondent's portion of payroll withholding taxes and pay those amounts from the Gross Settlement Sum. The Settlement Administrator will submit Respondent's portion of payroll withholding tax and forward those amounts along with each person's Individual Settlement Share withholdings to the appropriate taxing authorities.
 - 4. To the Settlement Administrator.** The Settlement Administrator - Phoenix Settlement Administrators- will pay to itself Administration Costs (reasonable fees and expenses) approved by the Arbitrator not to exceed \$6,950. This will be paid out of the Qualified Settlement Fund. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
 - 5. To Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Qualified Settlement Fund.
 - 6. To Eligible Aggrieved Employees.** The Settlement Administrator shall pay each eligible aggrieved employee according to their proportional share, which will be calculated and will be based upon the total number of pay periods he or she was employed during the PAGA Timeframe. The individual share will be calculated by determining the total number of pay periods the Eligible Aggrieved Employees were employed during the PAGA Timeframe (i.e., the sum of all pay periods of employment for each eligible aggrieved employee), and dividing that number into the \$25,000 amount allocated to Eligible Aggrieved Employees to determine the monetary value assigned to each pay period. That number will then be multiplied by the individual eligible aggrieved employee's total number of pay periods employed during the PAGA Timeframe to determine that individual's proportional share.
- I. Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Phoenix Settlement Administrators shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Notice to the putative Class Members; keeping track of any objections or requests for exclusion from Class Members; performing skip traces and re-mailing Notices and Individual Settlement Shares to Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's Individual

Settlement Share; providing weekly status reports to Respondent's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; maintaining a website to host documents related to the Demand and settlement; providing a due diligence declaration for submission to the Arbitrator prior to the Final Approval hearing; mailing Individual Settlement Shares to Participating Class Members; calculating and mailing the aggrieved employees Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members and Claimants with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Arbitrator upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to Legal Aid At Work, including the administration of related tax reimbursements; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in Phoenix Settlement Administrators or otherwise have a relationship with Phoenix Settlement Administrators that could create a conflict of interest.

J. CIRCULAR 230 DISCLAIMER. Each Party to this Agreement (for purposes of this section, the "Acknowledging Party" and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that:

- (1) No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended);
- (2) The Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and
- (3) No attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

K. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

- a. Claimants will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice and Exclusion Form. Class counsel will submit to Respondent's counsel for approval drafts of the Class Notice and Exclusion Form ("Notice Packets") to Class Members.
 - b. At the Preliminary Approval hearing, the Claimants will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representatives, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.
 - c. Should the Arbitrator decline to conditionally certify the Class or to preliminarily approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement shall be determined by the Arbitrator, and the Arbitrator's determination on these amounts shall be final and binding, and that the Arbitrator's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement in and of itself, shall not operate to terminate or cancel this Settlement Agreement.
- 2. Notice to Class Members.** After the Arbitrator enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:
- a. Within Thirty (30) calendar days after entry of the Preliminary Approval Order, Respondent shall deliver to the Settlement Administrator an electronic database, which will list for each Class Member: last known addresses, telephone numbers and/or emails to the extent they are available, and social security numbers and dates worked. ("Database"). If any or all of this information is unavailable to Respondent, Respondent will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a search of the National Change of Address Database for the address of all

former Respondent employee Class Members. The Database shall be based on Respondent's payroll, personnel, and other business records. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential other than to use it to effectuate the terms of this Settlement.

- b.** Within fourteen (14) calendar days after entry of the receipt of the Class Member Database, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by Respondent and the results of the NOCA search performed on all former Respondent employee Class Members.
- c.** If a Class Notice is returned because of an incorrect address, within ten (10) days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Class Notice shall be re-mailed to the original address. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or forwarded mail, will have an additional ten (10) days to postmark an Exclusion Form, or file, serve an objection to the Settlement, or dispute the days worked. The Settlement Administrator shall mark on the envelope whether the Class Notice is a re-mailed notice.
- d.** Class Members may dispute the information provided in their Class Notice, but must do so in writing, via first class mail, and it must be postmarked by the Response Deadline. To the extent Class Members dispute the number of days to which they have been credited or the amount of their Individual Settlement Share, Class Members must produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Respondent's records, Respondent's

records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible days that should be applied and/or the Individual Settlement Share to which the Class Member may be entitled.

- e. If any Exclusion Form received is incomplete or deficient, the Settlement Administrator shall send a letter informing the Class Member of the deficiency and allow fourteen (14) days to cure the deficiency. If after the cure period the Exclusion Form is not cured, it will be determined that the Class Member did not exclude himself or herself from the Settlement and will be bound by the Settlement.
- f. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Respondent's Counsel of the number of Notice Packets mailed, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed, and the number of Exclusion Forms received.
- g. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Arbitrator by Class Counsel no later than ten (10) calendar days before the Final Approval hearing. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. Objections to Settlement. The Class Notice will provide that the Class Members who wish to object to the Settlement may do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline.

- a. **Format.** Any Objections shall: (a) state the objecting person's full name, address, and telephone number; (b) include the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

- b. Notice of Intent to Appear.** Class Members who file objections to the Settlement may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel.
- 4. Request for Exclusion from the Settlement ("Opt-Out").** The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator an Exclusion Form. The Class Notice will also specifically inform all Class Members that Eligible Aggrieved Employees may not opt-out or request exclusion from the PAGA settlement. The written request for exclusion must: (a) include the Class Member's name, address, and last four digits of the social security number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked no later than the Response Deadline.
 - a. Confirmation of Authenticity.** If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed Exclusion Form will not participate in or be bound by the Settlement and Judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely Exclusion Form will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Arbitrator, and by the Judgment, regardless of whether he or she has objected to the Settlement.
 - b. Report.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
 - c. Respondent's Option to Terminate.** If more than ten percent (10%) of the Class Members submit Exclusion Forms,

Respondent, at its sole option, may withdraw from the Settlement and this Agreement is null and void.

5. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

6. Motion for Final Approval.

- a. Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement; and (5) PAGA Payment. Class Counsel will also move the Arbitrator for and order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Class Members who do not opt out of the Settlement.
- b. If the Arbitrator does not grant Final Approval of the Settlement, or if the Arbitrator's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Respondent to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Arbitrator of a lesser amount than sought by Claimants and Class Counsel for the Class Representative Enhancement, the Attorney Fee Award, and/or the Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- c. Upon Final Approval of the Settlement, the Parties shall present to the Arbitrator a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Arbitrator shall have continuing jurisdiction over the Class Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Arbitrator rules and applicable law.

7. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that Arbitrator's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount.
8. **Disbursement of Settlement Shares and Payments.** Subject to the Arbitrator finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Arbitrator's Final Approval Order and Judgment. The maximum amount Respondent can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. The Settlement Administrator shall keep Respondent's Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Respondent's Counsel and Class Counsel.
- a. **Funding the Settlement:** No later than twenty-one (21) calendar days after the Effective Final Settlement Date, Respondent shall deposit the Gross Settlement Amount of Three Million Dollars (\$3,000,000) needed to pay the entire GSA by wiring the funds to the Settlement Administrator. In the event there are objectors to the Joint Stipulation and Settlement Agreement, payment shall be made within twenty-one (21) calendar days after the time to appeal has run or all appeals have been exhausted, whichever occurs later. Respondent shall also at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Members' Individual Settlement Share.
- b. **Disbursement:** Within fourteen (14) calendar days after the Funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancements, the PAGA Payment, and the Administration Costs. The Settlement Administrator will forward a check for 75% of the PAGA Payment to the LWDA for settlement of the PAGA claim. After such payment, Respondent shall have no liability for PAGA claims by or on behalf of Participating Class Members during the Class Period, which are released under this Agreement.
- c. **QSF:** The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.468B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will

be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

9. Uncashed Checks. Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred twenty (120) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next thirty (30) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 30-day period after mailing the reminder notice, the Settlement Administrator will, within one hundred fifty (150) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to Legal Aid At Work.

10. Final Report by Settlement Administrator. Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

11. Respondent's Legal Fees. Respondent is responsible for paying for all of Respondent's own legal fees, costs, and expenses incurred in this Class Action outside of the Gross Settlement Fund.

L. Release of Claims. As of the Effective Final Settlement Date, Class Members, who do not submit a timely and valid request for exclusion, hereby release, remise and forever discharge the Released Parties from the Released Claims for the Class Periods. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Claims.

M. Release of PAGA Claims. As provided in the Release of Claims, as of the Effective Final Settlement Date, this settlement forever bars Claimants, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible Aggrieved Employees during the PAGA Timeframe, from pursuing any action under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, against, the Released Parties based on or arising out of alleged violations of Labor Code sections alleged in the Case.

N. Claimants' Release of Claims and General Release. As of the Effective Final Settlement Date, and in exchange for the Class Representative Enhancement Payment to the Claimants in their respective amounts, in recognition of their work

and efforts in obtaining the benefits for the Class, and undertaking the risk for the payment of costs in the event this matter had not successfully resolved, Claimants hereby provides a general release of claims for themselves and their spouse, heirs, successors and assigns, and forever releases, remises, and discharges the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, arising from the beginning of time through the date the Arbitrator grants Preliminary Approval, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to their employment with Respondent or the remuneration for, or termination of, such employment. This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys' fees, costs, actual, compensatory and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of local, state or federal law; all claims for failure to prevent harassment, discrimination, and/or retaliation; all claims for failure to engage in the interactive process and/or to provide reasonable accommodation; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing; all claims for misrepresentation, fraud, fraudulent inducement, detrimental reliance, and other similar claims; all claims for unpaid commissions, wages, or other benefits, including minimum wage, overtime, double time, vacation, associated penalties and/or premiums, and expense reimbursement; all claims for rest or meal periods and associated penalties and/or premiums; any claim for unlawful or unfair business practices; all claims for emotional distress; any and all claims which were or could have been asserted by Claimants and all claims generally relating to Claimants' application for employment, alleged employment and the cessation thereof, including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order, including without limitation:

- (a) The Civil Rights Acts of 1866, 1964, and 1991, as amended;
- (b) 42 U.S.C. § 1981;
- (c) The California Fair Employment and Housing Act;
- (d) Section 503 of the Rehabilitation Act of 1973;
- (e) The Fair Labor Standards Act (including the Equal Pay Act);
- (f) The California and United States Constitutions;
- (g) The California Labor Code;
- (h) The California Business and Professions Code;
- (i) The California Government Code;
- (j) The Employee Retirement Income Security Act, as amended;
- (k) The California Family Rights Act;

- (l) The Americans with Disabilities Act;
- (m) The Family Medical Leave Act;
- (n) The California Pregnancy Discrimination Act;
- (o) The California Wage Orders;
- (p) The National Labor Relations Act;
- (q) The Immigration Reform and Control Act;
- (r) The California Occupational Safety and Health Act, or the Federal equivalent;
- (s) The Worker Adjustment and Retraining Notification Act;
- (t) The Age Discrimination in Employment Act of 1967, as amended;
- (u) The Older Workers' Benefit Protection Act;
- (v) The California Whistleblower Protection Act;
- (w) The Fair Credit Reporting Act;
- (x) The California Consumer Credit Reporting Agencies Act;
- (y) The California Investigative Consumer Reporting Agencies Act; and
- (z) The Families First Coronavirus Response Act and similar local, state, and federal laws.

This Release in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California Civil Code section 1542, that is, the extinguishment of obligations herein designated. Claimants' Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

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.

If any claim is not subject to release, Claimants waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Respondent or any of the other Released Parties identified in this Settlement Agreement is a party.

O. Miscellaneous Terms

- 1. No Admission of Liability.** Respondent makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Respondent reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Respondent denies that it has engaged in any unlawful activity, has failed to comply

with the law in any respect, has any liability to anyone under the claims asserted in the Class Action, or that but for the Settlement, a Class should be certified in the Class Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Respondent of liability or wrongdoing. This Settlement and Claimants' and Respondent's willingness to settle the Class Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).

- 2. No Effect on Employee Benefits.** The Class Representative Enhancement Payments and/or Individual Settlement Shares paid to Claimants and Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Claimants or the Participating Class Members. The Parties agree that any Class Representative Enhancements and/or Individual Settlement Shares paid to Claimants or the Participating Class Members under the terms of this Agreement do not represent any modification of Claimants' or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Respondent. Further, any Class Representative Enhancement Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Respondent.
- 3. No Solicitation of Individual Settlements.** Respondent and its Counsel agree that until and unless the Arbitrator does not grant Final Approval of the Settlement and/or the Settlement Agreement becomes null and void, Respondent and its Counsel will not attempt to procure any individual settlements from the Class Members related to the claims alleged in this Case. Respondent may execute severance and release agreements with employees as may be appropriate in Respondent's best business judgment. Respondent will inform any such employees of this Case prior to executing such an agreement. Furthermore, nothing in this Settlement Agreement shall limit Respondent's current contractual obligations to its employees or its rights to create, implement or modify a severance program. Should this clause be violated, Claimants reserves the right to terminate the Settlement Agreement. Claimants and their counsel agree that until and unless the Arbitrator does not grant Final Approval of the Settlement and/or the Settlement Agreement becomes null and void, Claimants and their counsel shall not attempt to procure from Class Members any requests for exclusion from the Settlement. Should this clause be violated, Respondent reserves the right to terminate the Settlement Agreement.

- 4. Publicity.** Class Counsel and Claimants agree to discuss the terms of this Settlement only in declarations submitted to a court or arbitration to establish Class Counsel's adequacy to serve as class counsel, in declarations submitted to a court or arbitration in support of motions for preliminary approval, Final Approval, for attorneys' fees/costs, and any other pleading filed with the Arbitrator in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. Class Counsel and Claimants agree to decline to respond to any media inquiries concerning the Settlement. Claimants and Class Counsel represent and agree that they have not and will not issue any press release, publication, or otherwise disclose this Agreement or this Settlement to the press, media, websites, or any service which reports verdicts and settlements. Claimants and Class Counsel further agree not to, at any time or in any manner, talk about, write about, disclose, or otherwise publicize or cause to be publicized, the confidential, proprietary, or trade secret information of the Released Parties.
- 5. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 6. Authorization to Enter Into Settlement Agreement.** Class Counsel and Respondent's Counsel warrant and represent that they are authorized by Claimants and Respondent, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Arbitrator, and in all cases, all such documents, supplemental provisions, and assistance of the Arbitrator will be consistent with this Agreement.
- 7. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are

inserted for convenience of reference only and do not constitute a part of this Agreement.

- 8. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Class Action in abeyance, including outstanding written discovery, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Arbitrator.
- 9. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
- 10. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 11. No Prior Assignment.** Claimants hereby represents, covenants, and warrants 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 rights herein released and discharged.
- 12. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 13. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Class Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 14. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.

- 15. Jurisdiction of the Arbitrator.** The Arbitrator shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Arbitrator for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- 16. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Arbitrator first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- 17. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 18. Escalator Clause.** Respondent represents that that there are approximately 412 Class Members who collectively worked approximately 70,000 workweeks during the Class Period through July 2021. Respondent will provide a declaration verifying the number of Class Members and workweeks worked during the Class Period. The Gross Settlement Amount will increase proportionally with added workweeks if the number exceeds a 10% increase or Respondent shall have the option to limit the class period so that the Gross Settlement Amount does not exceed the amount listed in section I(T) or the option to void the Agreement.
- 19. Dismissal of State Court Actions.** Upon final approval of the settlement, Claimants shall cause the state court actions be dismissed with prejudice.
- 20. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: ^{09/13/2021}_____, 2021

CHRIS GARNER

Christopher Ryan Garner

Dated: _____, 2021

ANDREW LINDEN

Dated: _____, 2021

INTER-STATE OIL CO.

Brent Andrews
President/Chief Executive Officer
Inter-State Oil Co.

Dated: _____, 2021

JUSTICE LAW CORPORATION

Douglas Han, Esq.
Attorneys for Claimants Chris Garner, Andrew
Linden, and on behalf of themselves and all others
similarly situated

Dated: _____, 2021

PALMER KAZANJIAN WOHL HODSON LLP

Alexandra Asterlin, Esq.
Attorneys for Respondent Inter-State Oil Co.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____, 2021

CHRIS GARNER

Dated: ^{09/14/2021}
_____, 2021

ANDREW LINDEN

Andrew Linden

Dated: _____, 2021

INTER-STATE OIL CO.

Brent Andrews
President/Chief Executive Officer
Inter-State Oil Co.

Dated: 9/14, 2021

JUSTICE LAW CORPORATION

[Signature]

Douglas Han, Esq.
Attorneys for Claimants Chris Garner, Andrew
Linden, and on behalf of themselves and all others
similarly situated

Dated: _____, 2021

PALMER KAZANJIAN WOHL HODSON LLP

Alexandra Asterlin, Esq.
Attorneys for Respondent Inter-State Oil Co.

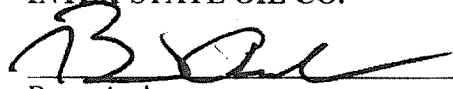
IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____, 2021 **CHRIS GARNER**

Dated: _____, 2021 **ANDREW LINDEN**

Dated: 9/15, 2021 **INTER-STATE OIL CO.**

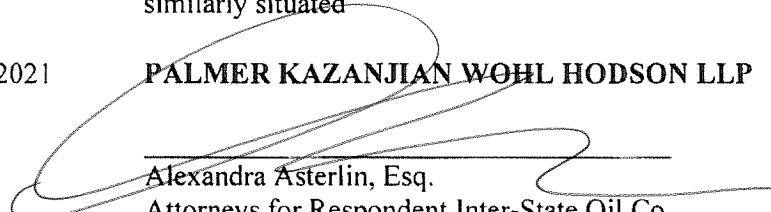


Brent Andrews
President/Chief Executive Officer
Inter-State Oil Co.

Dated: _____, 2021 **JUSTICE LAW CORPORATION**

Douglas Han, Esq.
Attorneys for Claimants Chris Garner, Andrew
Linden, and on behalf of themselves and all others
similarly situated

Dated: 9/15, 2021 **PALMER KAZANJIAN WOHL HODSON LLP**



Alexandra Asterlin, Esq.
Attorneys for Respondent Inter-State Oil Co.

EXHIBIT A

AMERICAN ARBITRATION ASSOCIATION

Chris Garner et al. v. Inter-State Oil Co.

Case No. 01-21-0003-6413

NOTICE OF CLASS ACTION SETTLEMENT

*An Arbitrator authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All hourly-paid or non-exempt employees who worked or have worked for Inter-State Oil Co. in California at any time from June 14, 2014 through [INSERT DATE].

The arbitrator from the American Arbitration Association has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Arbitrator has certified the following class for settlement purposes ("Class" or "Class Members"):

All hourly-paid or non-exempt employees who worked or have worked for Inter-State Oil Co. in California at any time from June 14, 2014 through [INSERT DATE].

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received This Notice?

The personnel records of Inter-State Oil Co. (“Respondent” or “Inter-State Oil Co.”) indicate that you may be a Class Member. The Settlement will resolve all Class Members’ Released Claims, as defined in Section No. 9 below, during the time period from June 15, 2014 through [INSERT DATE] (“Class Period.”)

Claimant filed for Preliminary Approval on July 27, 2021 before American Arbitration Association, Arbitrator Kenneth H. Yoon. The Arbitrator conditionally certified the Class for Settlement purposes only on [INSERT DATE] and directed that potential Class Members receive this Notice.

The Arbitrator has determined only that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

The Arbitrator will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2021 at [time a.m./p.m.], before Kenneth H. Yoon, located at 751 N. Fair Oaks Avenue Suite 101, Pasadena, CA 91103.

2. What Is This Case About?

The action entitled *Chris Garner et al. v. Inter-State Oil Co.* was commenced by Claimants Chris Garner and Andrew Linden in the American Arbitration Association (Case Number 01-21-0003-6413) as a class action.

Claimants Chris Garner and Andrew Linden are referred to in this Notice as “Claimants.” Claimants’ action against Respondent sought damages, restitution, penalties, interests, costs and attorney’s fees and other relief based on the following alleged causes of action: 1) failure to pay overtime; 2) failure to provide meal period premiums; 3) failure to provide rest breaks 4) failure to pay minimum wages; 5) final wages not timely paid; 6) failure to comply with itemized employee wage statement provisions; 7) failure to reimburse business expenses; 8) violations of the Labor Code Private Attorneys General Act of 2004; and 9) violation of the Unfair Competition Law.

The Arbitrator has not made any determination as to whether the claims advanced by Claimants have any merit.

In other words, the Arbitrator has not determined whether any laws have been violated, nor has it decided in favor of Claimants or Respondent; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Respondent expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Claimants or to the Class.

3. Am I A Class Member?

You are a Class Member if you are currently or were formerly an hourly-paid or non-exempt employee employed by Inter-State Oil Co. in California at any time from June 15, 2014 through June 30, 2021.

4. How Does This Class Action Settlement Work?

In this action, Claimants sued on behalf of themselves and all other similarly situated hourly-paid or non-exempt employees worked in California at any time during the Class Period. Claimants and these other current and former employees in these positions comprise a “Class” and are “Class Members.” The settlement of this action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Claimants and Class Counsel believe the Settlement is fair and reasonable. The Arbitrator must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Arbitrator’s file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact the Settlement Administrator at [contact information], and they will provide you with a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Claimants and the Class	Attorneys for Respondent
JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Talia E. Lux 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259	PALMER KAZANJIAN Alexandra Asterlin 2277 Fair Oaks Blvd., Suite 455 Sacramento, California 95825 Telephone: (916) 442-3552 Facsimile: (916) 640-1521

The Arbitrator has decided that Justice Law Corporation is qualified to represent the Class Members.

If you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Respondent will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Arbitrator grants final approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Payment based on your total number of workdays you worked as a Class Member in California during the Class Period. You will release all of the Released Claims, as defined in Section 9 below, and you will give up your right to pursue the Released Claims.

- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this action. If the Arbitrator grants final approval of the Settlement, you will not receive an Individual Settlement Payment and you will not give up the right to sue the Released Parties, including Respondent, for any the Released Claims as defined in Section 9 below. However, if you qualify as an Eligible Aggrieved Employee you will not be able to opt-out of the PAGA payment portion of the settlement but will be paid your portion of the PAGA payment.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not wish to participate in the Settlement, you may be excluded from the Settlement (*i.e.*, “opt out”) by sending a timely an opt out form. A form (“ELECTION NOT TO PARTICIPATE IN (‘OPT OUT’ FROM) CLASS ACTION SETTLEMENT”) has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes this same information. If you opt out of the Settlement, you will not be releasing the claims set forth in Section 9, except if you are an Eligible Aggrieved Employee, in which case regardless of whether you opt out, you as well as all Eligible Aggrieved Employees will release statutory penalties under PAGA. The Exclusion Form must be signed, dated, and mailed by First Class U.S. Mail, **postmarked no later than [REDACTED], 2021** to: **Chris Garner et al. v. Inter-State Oil Co. C/O PHOENIX SETTLEMENT ADMINISTRATORS, [INSERT ADDRESS]**.

Please be advised that if you are both a Class Member and an Eligible Aggrieved Employee, while you can exclude yourself from the class action settlement, you cannot exclude yourself from PAGA portion of the settlement (see Section 11).

If you received a re-mailed Class Notice, whether by skip-trace or forwarded mail, you will have an additional ten (10) days to postmark an Exclusion Form, or file and serve an objection to the Settlement. The envelope should indicate whether the Class Notice has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

The Arbitrator will exclude any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the action if the Settlement receives final approval from the Arbitrator.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing it to the Settlement Administrator at [address] by [the Response Deadline]. The Objection must state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

Class Members who file valid objections to the Settlement may appear at the Final Approval Hearing, either in person or through the objector's own counsel. Class Members' timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing.

Settlement Class members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Again, to be valid and effective, any objections must be mailed to the Settlement Administrator postmarked on or before [the Response Deadline].

If the Arbitrator rejects the Notice of Objection, the Class Member will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What Are the Released Claims?

If the proposed Settlement is approved by the Arbitrator, a Final Judgment will be entered by the Arbitrator. All Class Members who do not opt out of the Settlement will be bound by the Arbitrator's Final Judgment and will fully release and discharge Inter-State Oil Co. and its affiliated companies, parents, members, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them and all working with or in concert with them or connected with them (hereinafter "Released Parties"). The Released Claims are as follows:

A. Released Claims.

The claims that Claimants and the other Participating Class Members are releasing in exchange for the consideration provided for by the Settlement are claims to be released by the Class Members include any and all claims under state, or local law, whether statutory or common law arising out of the claims expressly pleaded in the Demand and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts pleaded in the Demand for: (1) failure to pay regular and overtime wages under state and federal law; (2) failing to maintain and provide accurate time records and wage statements; (3) failure to pay minimum wage; (4) failure to timely pay final wages; (5) waiting time penalties; (6) failure to provide or pay for meal breaks; (7) failure to provide or pay for rest periods; (8) failure to pay sick pay at the regular rate of pay; (9) failure to provide or pay for split shift and reporting time pay; (10) failure to reimburse business expenses; (11) statutory penalties under PAGA; and (12) violation of California's unfair competition law. The release only applies to periods of time when Class Members were members of the Class (i.e., excluding periods of time in an exempt position).

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Respondent could be required to pay under this Agreement shall be up to but no more than \$3,000,000 (“Gross Settlement Amount” or “GSA”).

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payment to Claimants in an amount up to \$10,000 each for prosecution of the Class Action, risks undertaken for the payment of attorneys’ fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator, Phoenix Settlement Administrators, currently estimated at \$6,950 but it is not to exceed \$20,000; (3) a PAGA payment of \$75,000 (75% of \$100,000 allocated to the Labor Code Private Attorney General Act of 2004 claims) to the California Labor Workforce Development Agency (“LWDA”), with the remaining twenty-five percent (25%) (\$25,000) of the PAGA Payment to be distributed to Eligible Aggrieved Employees; (4) Respondent’s share of payroll taxes on the wage portion of the Individual Settlement Payment; (5) payment to Class Counsel for Class Counsel fees in an amount not to exceed \$1,200,000 (40% of the Gross Settlement Amount) for attorneys’ fees; and (6) payment to Class Counsel of Cost Award in an amount not to exceed \$30,000 for litigation costs. All of these payments are subject to the Arbitrator’s approval.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed among all Class Members who have not opted out. The Settlement Administrator will calculate the individual settlement shares for Participating Class Members. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the Class Member’s number of workdays as a Class Member during the Class Period based on the Class data provided by Respondent, divided by (ii) the total number of days worked by any and all Class Members in the Class during the Class Period based on the same Class data, which is then multiplied by the Net Settlement Amount. A partial shift worked in a given day will be credited as a day for purposes of this calculation. Therefore, the value of each Participating Class Member’s Individual Settlement Share ties directly to the amount of days that he or she worked.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on Respondent’s records which show you worked [REDACTED] workdays between the dates of June 14, 2014 and June 30, 2021.

If you believe the number of eligible workdays records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [address] on or before [the Response Deadline]. Any evidence submitted will be carefully weighed and the Claimants’ counsel and Respondent’s Counsel will make a final determination.

Thirty-three and one-third percent (33 1/3%) of your Individual Settlement Payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Payment only and reported on an IRS Form W-2. The remaining sixty-six and two-thirds (66 2/3%) of your Individual Settlement Payment will be treated as penalties and interest and will be paid pursuant to an IRS Form 1099.

Respondent is expected to fund the Gross Settlement Amount within thirty (30) days after the arbitrator grants final approval of the settlement. Your Individual Settlement Share will be distributed within approximately two months after the arbitrator grants final approval of the settlement.

It is strongly recommended that upon receipt of your Individual Settlement Payment check, you immediately cash it or cash it before the 120-day void date shown on each check. If any checks remain uncashed or not deposited

by the expiration of the 120-day period after mailing, the Settlement Administrator will, within one hundred and fifty (150) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to the charity Legal Aid At Work.

11. *What is the PAGA Payment and Am I Eligible for it?*

Under the terms of the settlement, \$100,000 has been set aside as a PAGA payment. This portion is the total amount of civil penalties collected on behalf of the State of California. From this amount, \$75,000 will be sent to the State of California. Aggrieved employees will share \$25,000 based on the number of pay periods they worked.

You are an “aggrieved employee” eligible to share the PAGA payment under the settlement (“Eligible Aggrieved Employee”), if you are a current or former current and former nonexempt or hourly paid employee who worked for Respondent within the State of California between February 13, 2019 and June 30, 2021 (“PAGA Timeframe”).

The individual share will be calculated by determining the total number of pay periods the Eligible Aggrieved Employees were employed during the PAGA Timeframe (i.e., the sum of all pay periods of employment for each eligible aggrieved employee), and dividing that number into the \$25,000 amount allocated to Eligible Aggrieved Employees to determine the monetary value assigned to each pay period. That number will then be multiplied by the individual Eligible Aggrieved Employee’s total number of pay periods employed during the PAGA Timeframe to determine that individual’s proportional share.

Based on your total number of pay periods, your individual PAGA settlement payment is \$ [redacted]. This amount is in addition to your share in paragraph 10. You are responsible for paying any federal, state or local taxes owed as a result of this payment.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Arbitrator gives final approval. If you exclude yourself from the Class Action only, you will still be bound by the PAGA release.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

12. *How Will the Attorneys for the Class and the Class Representatives Be Paid?*

The attorneys for Claimants and the Class will be paid from the Gross Settlement Amount. Subject to the Arbitrator’s approval, the attorneys for Claimants and the Class shall be paid an amount not to exceed 40% of the Gross Settlement Amount (or \$1,200,000) for attorney fees and up to \$30,000 for litigation costs.

Respondent is responsible for all of its own attorneys’ fees and costs.

As set forth in Section 10 above, the Claimants will also be paid a Class Representative Enhancement Payment, subject to the Arbitrator’s approval.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the “Inter-State Oil Co. class action settlement.”

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings.

You may also contact the Settlement Administrator, whose contact information is above, and they will provide you with an electronic copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE ARBITRATOR OR THE ARBITRATOR'S OFFICE FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT B1

ELECTION NOT TO PARTICIPATE IN ("OPT OUT" FROM) CLASS ACTION SETTLEMENT

American Arbitration Association
Chris Garner et al. v. Inter-State Oil Co.
Case No. 01-21-0003-6413

DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE SETTLEMENT.

THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN _____, 2021. IT MUST BE SENT VIA REGULAR U.S. MAIL.

PLEASE MAIL THIS EXCLUSION FORM VIA REGULAR U.S. MAIL TO:

INTER-STATE OIL CO. SETTLEMENT ADMINISTRATOR, C/O PHOENIX SETTLEMENT ADMINISTRATORS [INSERT ADMINISTRATOR ADDRESS]

IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION REFERRED TO ABOVE, AND NOT TO BE INCLUDED IN THE CLASS OF CLAIMANTS IN THAT ACTION. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT.

I confirm that I have received and reviewed the Notice of Class Action Settlement in this action. I have decided to be excluded from the Class, and I have decided **not** to participate in the proposed settlement.

Dated: _____

(Signature)

(Last Four Digits of Social Security Number)

(Type or print name and former name(s))

(Telephone Number)

(Address)

(Address continued)

EXHIBIT B2

ELECTION NOT TO PARTICIPATE IN ("OPT OUT" FROM) CLASS ACTION SETTLEMENT

American Arbitration Association
Chris Garner et al. v. Inter-State Oil Co.
Case No. 01-21-0003-6413

DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE SETTLEMENT.

THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN _____, 2021. IT MUST BE SENT VIA REGULAR U.S. MAIL.

PLEASE MAIL THIS EXCLUSION FORM VIA REGULAR U.S. MAIL TO:

INTER-STATE OIL CO. SETTLEMENT ADMINISTRATOR, C/O PHOENIX SETTLEMENT ADMINISTRATORS [INSERT ADMINISTRATOR ADDRESS]

IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION REFERRED TO ABOVE, AND NOT TO BE INCLUDED IN THE CLASS OF CLAIMANTS IN THAT ACTION. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT, EXCEPT MY PORTION OF THE CIVIL PENALTIES THAT IS ALLOCATED TO THE CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 LABOR CODE §§ 2698, *et seq.* ("PAGA") SETTLEMENT.

I ALSO UNDERSTAND THAT IF I ELECT TO OPT OUT OF THIS CLASS ACTION SETTLEMENT, ANY CLAIMS I HAVE WILL NOT BE RELEASED; EXCEPT THAT, EVEN IF I ELECT TO OPT OUT, I CANNOT PURSUE ANY ACTION UNDER PAGA AGAINST THE RELEASED PARTIES FOR ANY CLAIMS THAT AROSE BETWEEN FEBRUARY 13, 2019 AND JUNE 30, 2021.

I confirm that I have received and reviewed the Notice of Class Action Settlement in this action. I have decided to be excluded from the Class, and I have decided **not** to participate in the proposed settlement.

Dated: _____

(Signature)

(Last Four Digits of Social Security Number)

(Type or print name and former name(s))

(Telephone Number)

(Address)

(Address continued)

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On September 16, 2021, I served the foregoing document described as

Attorney(s) for Defendant Inter-State Oil Company

I placed such documents in a Golden State Overnight (GSO) mailer addressed to the party or parties listed above with delivery fees fully pre-paid for next-business-day Golden State Overnight (GSO) delivery, and caused it to be delivered to a Golden State Overnight (GSO) drop-off box before the pickup deadline on the stated date.

The above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

PROOF OF SERVICE

1 **[X] STATE**

2 I declare under penalty of perjury under the laws of the State of California that the above
3 is true and correct.

4 Executed on September 16, 2021, at Pasadena, California.

5 

6 _____
Anna Okada

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is aokada@justicelawcorp.com

On September 17, 2021, I served the foregoing document described as

**[PROPOSED] REVISED ORDER GRANTING CLAIMANTS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

for the following case: **Garner v. Inter-state Oil Co.**
LWDA/Court Case No.: **LWDA Case No.: CM-772677-20**
Arbitration Case No.: 01-21-0003-6413
American Arbitration Association

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 17, 2021, at Pasadena, California.



Anna Okada