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INC.

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

10 Coordination Proceeding
Special Title (Rule 3.550)

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12 **INFINITY ENERGY WAGE AND
HOUR CASES**

13 Infinity Energy, Inc. v. Jeffrey

14
15 Bucio v. Infinity Energy, Inc.

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17 Aznoe v. Infinity Energy, Inc.

18
19 AND RELATED CROSS-ACTIONS.

**JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 5139**

**STIPULATION RE: CALCULATION
OF GROSS SETTLEMENT FUND**

*Infinity Energy, Inc. v. Jeffery and related
cross-complaint only*

Originally filed in Superior Court of California
County of Riverside, **NO. MVC1907343**

Date: October 21, 2022
Time: 8:30 a.m.
Dept: C-74
Judge: Hon. Keri G. Katz

20 Cross-Complainants LUKAS JEFFERY, JOHN LYMAN, and LOUIS CISNEROS (for
21 simplicity referred to as "**Plaintiffs**") and Cross-Defendant INFINITY ENERGY, INC. ("**Infinity**") by
22 and through their respective counsel of record, hereby enter into this Stipulation to agree that the amount of
23 the Gross Settlement Fund in the Joint Stipulation of Class Action Settlement entered into by the above-
24 referenced parties on March 19, 2022 (the "**Settlement Agreement**") and preliminarily approved by the
25 Court on May 6, 2022 is now THREE MILLION FOUR HUNDRED FIFTY-FOUR THOUSAND FOUR
26 HUNDRED NINE AND 70/100ths DOLLARS (\$3,454,409.70) based on the following:

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28 1. The Settlement Agreement created a Gross Settlement Fund of \$3,000,000 based

1 on Infinity's representation that the Class List would contain 1,366 Class Members with Total
2 Workweeks of 32,424.

3 2. The Settlement Agreement also required that if the Class List turned in by Infinity
4 to the Settlement Administrator had a greater number than represented by more than 5%, then the
5 Gross Settlement Fund would increase on a pro-rata basis.

6 3. According to Simpluris, the Class List had an increase of 470 Class Members and
7 6,532 workweeks (not rounded) over what was represented by Infinity.

8 4. The parties, though counsel, hereby agree that using the additional unrounded
9 workweeks from the Class List is the fair and appropriate method to calculate the Gross
10 Settlement Fund, which would result in Infinity paying an additional \$454,409.70 as part of the
11 Gross Settlement Fund, for a total Gross Settlement Fund of \$3,454,409.70.

12 Except as otherwise provided in this Stipulation, the Settlement Agreement shall remain
13 unchanged. To the extent capitalized terms are used, but not defined, in this Stipulation, such terms
14 are used as defined in the Settlement Agreement. Each person signing this Stipulation on behalf of
15 a party represents and warrants that he is authorized to sign this Stipulation on behalf of his client.

16 IT IS SO STIPULATED:
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19 Dated: 9/9/2022

KEEGAN & BAKER, LLP

By:

Jason E. Baker, Esq.

John J. Weber, Esq.

Attorneys for LUKAS JEFFERY, JOHN
LYMAN, and LOUIS CISNEROS

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24 Dated 9/9/2022

ELGUINDY, MEYER & KOEGEL, APC

By:

David M. Daniels, Esq.

Attorneys for INFINITY ENERGY, INC.