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Attorneys for Plaintiff JOSE DUVAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

JOSE DUVAL, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

MEL DAWSON, INC. DBA DAWSON OIL
COMPANY, a Delaware corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 34-2020-00276862-CU-OE-GDS

CLASS ACTION

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE**

Trial Date: Not Yet Assigned
Action Filed: March 5, 2020

1 This Joint Stipulation of Settlement and Release (the “Settlement Agreement” or “Agreement”)
2 is made and entered into by and between plaintiff JOSE DUVAL (the “Named Plaintiff”), individually
3 and as a representative of the Class (as defined below), on the one hand, and defendant MEL DAWSON,
4 INC. dba DAWSON OIL COMPANY (“Defendant” or “Dawson Oil”), on the other hand, subject to the
5 terms and conditions set forth below and subject to the preliminary and final approval of the Court. The
6 Named Plaintiff and Dawson Oil are referenced collectively herein as the “Parties.” This Settlement
7 Agreement supersedes any and all prior memoranda of understanding and is intended by the Parties to
8 fully, finally and forever, resolve, discharge and settle the Released Claims (as defined below), subject
9 to the terms and conditions hereof.

10 NOW, THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the undersigned, that
11 this Action shall be settled, subject to the approval of the Court, pursuant to the following terms and
12 conditions:

13 **1. Definitions**

14 As used herein, for the purpose of this Settlement Agreement only, the following terms shall be
15 defined as follows:

16 1.1 The “Action” means the putative class action lawsuit captioned above, entitled *Jose*
17 *Duval v. Mel Dawson, Inc. dba Dawson Oil Company*, pending in the Superior Court of the State
18 California, County of Sacramento, Case No. 34-2020-00276862-CU-OE-GDS.

19 1.2 “Claim Form” means the form that will be mailed to Settling Class Members advising
20 them of the need to make a claim to receive an Individual Settlement Amount, as agreed upon by the
21 Parties in the form attached as **Exhibit 1**, as may be modified by the Court. In order for a Settling Class
22 Member to be eligible to receive his/her Individual Settlement Amount, the Settling Class Member will
23 be required to return a valid Claim Form in a timely manner.

24 1.3 The “Class” is defined as all hourly or non-exempt employees of Defendant who worked
25 for Defendant within the State of California, at any time between March 5, 2016 through the date of
26 preliminary approval or December 31, 2020, whichever date is earlier.

27 1.4 “Class Member” means a member of the Class.
28

1 1.5 “Class Counsel” means the attorneys of record for the Named Plaintiff: Douglas Han and
2 Shunt Tatavos-Gharajeh of Justice Law Corporation, who, subject to Court approval and certification,
3 also represent the Class.

4 1.6 “Class Notice” means the Notice of Class Action Settlement to be mailed to Class
5 Members advising them of this Settlement, as agreed upon by the Parties in the form attached hereto as
6 **Exhibit 2**, as may be modified by the Court.

7 1.7 “Class Period” or “Relevant Period” means March 5, 2016 through the date of
8 preliminary approval of the Settlement or December 31, 2020, whichever date is earlier.

9 1.8 “Class Representative” means the named plaintiff, Jose Duval, subject to Court approval
10 and certification.

11 1.9 “Court” means the Superior Court of the State of California, County of Sacramento, or
12 any other court that takes jurisdiction over the Action.

13 1.10 “Effective Date” means: (a) if no objections are timely filed, the date of entry of the Final
14 Approval Order and Judgment by the Court; (b) if objections are timely filed and overruled, and no
15 appeal is taken of the Final Approval Order, the last expiration date of the time for filing all notices of
16 appeal from the Final Approval Order; or (c) if an appeal is taken, the latest of (i) the date of final
17 affirmance of an appeal of the Final Approval Order; (ii) the expiration of the time for a petition for en
18 banc review, and if review is granted, the date of final affirmance; (iii) the expiration of the time to file a
19 writ of certiorari with respect to the order and, if certiorari is granted, the date of final affirmance
20 following review pursuant to that grant, or (iv) the date of final dismissal of any appeal from the order or
21 the final dismissal of any proceeding on review of certiorari with respect to the order that has the effect
22 of confirming the order; or (v) if any appeal results in reversal of the Final Approval Order and
23 Judgment, the “Effective Date” of any subsequent Judgment shall be determined as described in this
24 paragraph. For purposes of determining the Effective Date, the Parties agree that only the Third District
25 Court of Appeal has jurisdiction over any appeals, except for any appellate procedure over which the
26 United States Supreme Court may exercise jurisdiction.

27 1.11 “Final Approval Hearing” means the hearing at which the Court will make a final
28 determination whether the terms of the Settlement Agreement are fair, reasonable and adequate for the

1 Class and meet all applicable requirements for approval and, if the Settlement is so approved, whether
2 judgment should be entered thereon, whether the Class Representative's application for a service award
3 should be granted, and whether and to what extent an application by Class Counsel for an award of
4 reasonable attorneys' fees and reimbursement of their reasonable costs and expenses should be granted.

5 1.12 "Final Approval Order" means the final order entered by the Court approving the
6 Settlement following the Final Approval Hearing, which may include a Judgment.

7 1.13 "Fee Award" means the Court-approved attorneys' fees, costs and expenses awarded to
8 Class Counsel, which shall be paid from the Gross Settlement Amount.

9 1.14 "Gross Settlement Amount" means the maximum aggregate settlement amount of One
10 Hundred and Forty-Five Thousand Dollars and No Cents (\$145,000.00) that Defendant may be required
11 to pay, inclusive of (a) the Individual Settlement Payments to be paid to Settlement Class Members; (b)
12 Class Counsel's Fee Award, (c) the Administration Expenses, (d) the Class Representative's Service
13 Award, and (e) the PAGA payment.

14 1.15 "Individual Settlement Payment" means the settlement amount that Defendant will pay
15 each Settling Class Member who submits a valid and timely Claim Form and does not opt out and each
16 Non-Settling Class Member who does not opt out (as defined in Section 5).

17 1.16 "Judgment" means the Judgment and Order Regarding Final Approval of Class Action
18 Settlement entered by the Court.

19 1.17 "Net Settlement Amount" means the amount of the Gross Settlement Amount after
20 deductions for Class Counsel's Fee Award, the Administration Expenses, the Class Representative's
21 Service Award, and the PAGA Payment. The Net Settlement Amount will be divided among the Non-
22 Settling Class Members and the Settling Class Members, as follows: Two Thousand Dollars and No
23 cents (\$2,000.00) of the Net Settlement Amount will be allocated to Non-Settling Class Members, and
24 the remainder to the Settling Class Members. The remainder to the Settling Class Members will be
25 subject to an offset of Thirty-Thousand Dollars and No Cents (\$30,000.00) for the amount that
26 Defendant has already paid to the Settling Class Members. Therefore, the maximum that will be paid to
27 Settling Class Members is approximately Thirty-Four Thousand, Two Hundred and Fifty Dollars and No
28 Cents (\$34,250.00). Defendant agrees to pay a minimum of 50% of the remainder of the Net Settlement

1 Amount that will be paid to Settling Class Members (the remainder of the Net Settlement Amount that
2 will be paid to Settling Class Members is approximately Thirty-Four Thousand Two Hundred and Fifty
3 Dollars and No Cents [\$34,250.00]) to Settling Class Members who have submitted valid and timely
4 Claim Forms and have not opted out. In the event that the sum of the valid and timely claims submitted
5 by Settling Class Members is less than the 50% of the Net Settlement Amount allocated to Settling Class
6 Members (minus the \$30,000 offset), the difference between 50% of the Net Settlement Amount
7 allocated to Settling Class Members (minus the \$30,000 offset) and the sum of the valid and timely
8 claims submitted by Settling Class Members will be allocated proportionally among the participating
9 Settling Class Members.

10 1.18 “Non-Settling Class Member” refers to a Class Member who has not previously signed a
11 settlement agreement with Defendant to settle the claims asserted in the Action.

12 1.19 “PAGA Payment” refers to the amount of the Gross Settlement Amount that will be
13 allocated to the claim for civil penalties pursuant to the Private Attorneys General Act (“PAGA”). The
14 amount of the PAGA Payment shall be Four Thousand Dollars and No Cents (\$4,000.00). Seventy-five
15 percent (75%) of the PAGA Payment will be paid to the California Labor and Workforce Development
16 Agency (i.e., Three Thousand Dollars and No Cents [\$3,000.00]), and the remaining 25% will be paid to
17 Class Members as part of the Net Settlement Amount (i.e., One Thousand Dollars and No Cents
18 [\$1,000.00]).

19 1.20 “Preliminary Approval Order” refers to the order by the Court granting preliminary
20 approval of the Settlement and directing the Parties to disseminate notice of the Settlement to the Class
21 Members.

22 1.21 “Released Parties” means MEL DAWSON, INC., dba DAWSON OIL and all of its past,
23 present, and future parents, subsidiaries, companies, divisions and affiliates, and other current or former
24 related entities thereof, and all of the past, present, and future shareholders, officers, directors,
25 employees, independent contractors, agents, members, personal representatives, insurers, legal counsel,
26 and successors and assigns of said entities, its predecessors, successors, present and former affiliates,
27 parents, subsidiaries, insurers, officers, directors, agents, members, shareholders, general partners,
28 limited partners, owners, beneficiaries, representatives, heirs, assigns (including, without limitation, any

investors, trusts, or other similar affiliated entities), attorneys, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Action.

1.22 “Service Award” means the Court’s award of monetary enhancement/incentive payment to the Class Representative for his services in filing and litigating this action as a class representative, which shall be paid from the Gross Settlement Amount.

1.23 “Settlement” means the agreement to fully resolve the claims and disputes that were or could have been asserted in this Action pursuant to the terms and conditions of this Agreement.

1.24 “Settlement Administration Expenses” means those expenses incurred by the Settlement Administrator in effectuating the Settlement.

1.25 “Settlement Administrator” means Simpluris, Inc..

1.26 “Settlement Class” means those persons who are members of the Class who have not properly and timely opted out of the Settlement.

1.27 “Settlement Class Member” means any person who is included in the Settlement Class who has not properly and timely opted out of the Settlement.

1.28 “Settling Class Member” refers to any Class Member who previously signed a settlement agreement with Defendant to settle the claims asserted in the Action.

1.29 Additional defined terms appear where needed throughout the Settlement Agreement.

2. Litigation Background and Recitals

2.1 On or about March 5, 2020, Named Plaintiff Jose Duval filed a complaint in Sacramento County Superior Court (Case Number 34-2020-00276862-CU-OE-GDS) as a putative class action under California Code of Civil Procedure section 382. Named Plaintiff’s complaint alleged: (1) failure to pay all overtime wages (pursuant to Labor Code §§ 510 and 1198); (2) failure to provide compliant meal periods (pursuant to Labor Code §§ 226.7 and 512(a); (3) failure to provide compliant rest periods (pursuant to Labor Code § 226.7); (4) failure to pay all minimum wages (pursuant to Labor Code §§ 1194, 1197, and 1197.1; (5) failure to pay all wages due at the time of termination (pursuant to Labor Code §§ 201-203); (6) failure to provide accurate, itemized wage statements (pursuant to Labor Code § 226); (7) failure to reimburse for business expenses (pursuant to Labor Code §§ 2800 and 2802); and (8)

1 violation of California Business & Professions Code § 17200 *et seq.* Named Plaintiff sought unpaid
2 wages, general and special damages, actual consequential, and incidental losses, penalties, restitution,
3 attorneys' fees and costs, pre-judgement interest, and liquidated damages.

4 2.2 On or about December 11, 2020 Named Plaintiff filed a First Amended Complaint. The
5 First Amended Complaint added a claim for civil penalties under the Private Attorneys General Act (the
6 "PAGA") for the alleged violations of the Labor Code in the Complaint.

7 2.3 In settling the Action, Defendant denies the allegations made in the Action, as well any
8 liability or wrongdoing of any kind associated with the claims alleged in the Action, and further denies
9 that the Action is appropriate for class or representative treatment for any purpose other than Settlement.

10 2.4 Since before the filing of the Action and through settlement, Class Counsel has conducted
11 a thorough investigation into the facts of this Action, including reviewing Defendant's documents and
12 policies, and analyzing pay and time data.

13 2.5 The Parties have engaged in significant formal and informal discovery. Class Counsel
14 conducted extensive investigation of the claims alleged in the Action, including, but not limited to,
15 reviewing a significant amount of class information prior to entering into this Settlement, including
16 information relating to the class size and number of payroll periods in which Class Members worked,
17 Defendant's policies, relevant correspondence, and the personnel files and payroll records for the Class
18 Representative.

19 2.6 After lengthy arms-length negotiation, the Parties agreed to settle the Action on the terms
20 and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty associated with
21 litigation. In so doing, Defendant does not admit any liability and maintains its position that it is not
22 liable for any claims alleged or that could have been alleged in the Action.

23 2.7 Class Counsel represent that they have thoroughly investigated the Class Representative's
24 claims against Defendant, that they have conducted their own investigation into the underlying facts,
25 events and issues related to the subject matter of the Action, and that they have analyzed and evaluated
26 the legal and factual base for the claims made against Defendant in the Action and the impact of this
27 Settlement Agreement on the Class Representative and the Class. Based upon their analysis and their
28 evaluation, and recognizing the substantial risks of continued litigation with respect to the claims,

1 including the possibility that the Action, if not settled now, might result in a recovery that is less
2 favorable to the Class and might not occur for several years, Class Counsel are satisfied that the terms
3 and conditions of this Agreement are fair, reasonable, and adequate, and in the best interests of the
4 Class.

5 2.8 It is the desire of the Parties that this Settlement Agreement shall fully, finally, and
6 forever settle, compromise, and discharge all disputes and claims the Class Representative and the Class
7 Members may have against the Released Parties arising from or related to the Action, as described
8 herein.

9 **3. Financial Terms of Settlement**

10 3.1 Gross Settlement Amount. Subject to preliminary approval by the Court, and in
11 consideration for the release of claims described in this Agreement, the Parties agree to settle this Action
12 pursuant to the financial terms set forth below. Defendant agrees to pay no more than the Gross
13 Settlement Amount of One Hundred Forty Five Thousand Dollars and Zero Cents (\$145,000.00) to
14 satisfy payment of the following amounts: (a) all Individual Settlement Payments to be distributed to
15 Settlement Class Members, including, but not limited to, penalties of any kind, unpaid wages, interest,
16 fees for legal and other professional services, and expenses due or claimed to be due at any time during
17 the Class Period, by all members of the Class; (b) Settlement Administration Expenses, which the
18 parties anticipate will not to exceed Five Thousand Dollars (\$5,000.00); (c) attorneys' fees to Class
19 Counsel in an amount approved by the Court upon proof, not to exceed Fifty Thousand Seven Hundred
20 and Fifty Dollars and No Cents (\$50,750.00), or up to thirty five percent (35%) of the Gross Settlement
21 Amount; (d) Class Counsel's out-of-pocket litigation costs and expenses in an amount approved by the
22 Court upon proof, but not to exceed Five Thousand Dollars (\$5,000.00); (e) a Service Award to the
23 Class Representative in an amount approved by the Court, but not to exceed Fifteen Thousand Dollars
24 each (\$15,000.00); and (f) the PAGA Payment, which is Four Thousand Dollars (\$4,000.00), 75% of
25 which will be payable to the Labor and Workforce Development Agency.

26 Subject to the provisions set forth herein, the Gross Settlement Amount is the maximum amount
27 to be paid by Defendant, and under no circumstances shall Defendant be obligated to pay any additional
28

1 amounts to the Class Representative, Class Counsel, or the Class Members under this Agreement. The
2 Gross Settlement Amount will be distributed in accordance with the terms of this Agreement.

3 3.2 Calculation and Distribution of Individual Settlement Payments. In consideration for the
4 settlement and release of the Released Claims of the Class Members against the Released Parties,
5 Defendant agrees to pay each Settlement Class Member an Individual Settlement Payment as follows:

6 (a) Each Non-Settling Class Member who does not opt out will receive a settlement
7 payment calculated as follows: each Non-Settling Class Member will receive a pro-rata share of Two
8 Thousand Dollars (\$2,000.00), determined by dividing the total number of complete workweeks that the
9 Non-Settling Class Member worked during the Class Period by the total number of complete workweeks
10 worked by all Non-Settling Class Members during the Class Period.

11 (b) Each Settling Class Member who does not opt out and who submits a valid and
12 timely Claim Form will receive a settlement payment calculated as follows: each Settling Class Member
13 will receive a pro rata share of the remaining Net Settlement Fund (after \$2,000.00 is deducted for
14 payments to the Non-Settling Class Members and \$30,000.00 is deducted for the offset) determined by
15 dividing the total number of complete workweeks that each Settling Class Member worked during the
16 Class Period by the total number of complete workweeks worked by all Settling Class Members during
17 the Class Period. If the value of the valid and timely claims submitted by Settling Class Members does
18 not equal or exceed 50% of the Net Settlement Amount (after \$2,000.00 is deducted for payments to the
19 Non-Settling Class Members and \$30,000.00 is deducted for the offset), then the difference will be
20 distributed to Settling Class Members who have submitted valid and timely Claim Forms on a
21 proportional basis.

22 (c) The number of workweeks worked by Settlement Class Members shall be
23 determined by the Settlement Administrator based on available and readily accessible employment
24 records to be provided to the Settlement Administrator confidentially by Defendant as specified below.
25 If a Class Member disputes the number of qualified workweeks he or she is determined to have worked
26 as an hourly-paid, non-exempt employee of Defendant during the Class Period, in a writing sent to the
27 Settlement Administrator within thirty (30) days of receiving the Class Notice, such dispute will be
28 resolved by the Settlement Administrator (unless Class Counsel and Defendant's counsel mutually agree

1 to a resolution of the dispute), whose decision will be final. If a Class Member contests the record
2 review of the Settlement Administrator, it will be the Class Member's responsibility and burden to
3 supply information in a writing sent to the Settlement Administrator confirming the error in the
4 calculation. Defendant's records shall control unless Defendant expressly agrees otherwise in an
5 individual case.

6 (d) Individual Settlement Payments will be distributed and paid only to Settlement
7 Class Members after entry of the Final Approval Order by the Court, pursuant to the terms of this
8 Settlement Agreement. For Settling Class Members, Individual Settlement Payments will only be
9 distributed and paid if the Settling Class Member has submitted a valid and timely Claim Form.

10 3.3 Attorneys' Fees, Costs and Expenses. In consideration for the work performed by Class
11 Counsel in this case and all of the work to be performed by Class Counsel in documenting the
12 Settlement, securing Court approval of the Settlement, and ensuring that the Settlement is fairly
13 administered and implemented, the Parties agree that Class Counsel may file an application (and
14 Defendant's counsel will not oppose the application) with the Court contemporaneous with the Final
15 Approval Motion for (i) attorneys' fees of up to Fifty Thousand Seven Hundred Fifty Dollars
16 (\$50,750.00), or up to thirty five percent (35%) of the Gross Settlement Amount), and (ii) actual
17 litigation costs and expenses incurred in connection with this Action, not to exceed Five Thousand
18 Dollars (\$5,000.00). The Fee Award shall be paid from the Gross Settlement Amount. Should the
19 Court approve a lesser fee percentage, amount of fees, and/or costs, the unapproved amounts shall be
20 part of the Net Settlement Amount.

21 (a) **Limitation on Attorneys' Fees and Costs.** Except as provided in this Settlement
22 Agreement, Defendant will not be required to pay any other expenses, costs, damages or fees incurred
23 by the Class Representative, or any Class Member, or by any of their attorneys, experts, advisors, agents
24 or representatives. Any award of attorneys' fees, costs, expenses and damages payable hereunder to
25 Class Counsel shall be in complete satisfaction of any and all claims for such attorneys' fees, costs,
26 expenses, and damages under state or federal law, which the Class Representative, the Class, Class
27 Counsel, or any other counsel have or may have against Defendant arising out of or in connection with
28 the Action and its settlement, including, but not limited to, any claims for attorneys' fees, costs and

1 expenses involved in litigating attorneys' fees, costs and expenses incurred through and after the final
2 disposition and termination of this Action. Defendant will not be responsible for distributing or
3 apportioning any Fee Award among Class Counsel and/or any other attorneys or law firms, and Class
4 Counsel will defend, hold harmless, and indemnify Defendant and its counsel, or any of them, from and
5 against any claims, damages, litigation, causes of action, and expenses, including reasonable attorneys'
6 fees, resulting from any action, proceeding or claim initiated by Class Counsel involving the
7 apportionment of the Fee Award among the Class Representative, Class Counsel, and any other
8 attorneys or law firms.

9 (b) **No Impact on Settlement.** The substance of Class Counsel's application for
10 attorneys' fees and costs is not part of this Agreement and is to be considered separately from the
11 Court's consideration of the fairness, reasonableness, adequacy and good faith of the Settlement. The
12 outcome of any proceeding related to Class Counsel's Fee Award shall not terminate this Agreement or
13 otherwise affect the Court's ruling on the Final Approval Motion.

14 3.4 Costs of Settlement Administration. The Parties have jointly selected a Settlement
15 Administrator to administer the Settlement after receiving an acceptable estimate for such services as
16 agreed by the Parties. The costs of settlement administration, which the Parties currently estimate will
17 be no more than Five Thousand Dollars (\$5,000.00), will be paid from the Gross Settlement Amount.
18 The difference between actual and Court approved settlement administration costs, if any, will revert to
19 the Net Settlement Amount.

20 The Settlement Administrator will agree to perform all necessary settlement administration
21 duties described in Section 4 below.

22 3.5 Class Representative Service Award. Subject to a request by Class Counsel and approval
23 by the Court at the Final Approval Hearing, Defendant agrees not to dispute a request to pay the Class
24 Representative a Service Award in the total amount of up to Fifteen Thousand Dollars (\$15,000.00)
25 each. Any Court-approved Service Award will be paid to compensate the Class Representative for his
26 efforts in connection with this Action and will be paid from the Gross Settlement Amount. This amount
27 will be reported on an IRS Form 1099 (not subject to withholdings or payroll taxes) and will be received
28 by the Named Plaintiff in addition to any Individual Settlement Payment to which he is entitled.

1 3.6 Taxes and Withholdings.

2 (a) **Tax Treatment of Individual Settlement Payments.**

3 (i) The Parties agree that, based on the claims asserted in the Action, the
4 Individual Settlement Payments will be allocated as follows: thirty-three and a third percent (33.3%) to
5 interest, thirty-three and a third percent (33.3%) to penalties, and thirty-three and a third percent (33.3%)
6 to wages. The portion of the Individual Settlement payments allocated to penalties and interest will be
7 reported on an IRS Form 1099. The portion of the Individual Settlement Payments allocated to wages
8 will be reported on an IRS Form W-2. In addition, any of the employer's share of payroll taxes on any
9 portion of each Individual Settlement Payment are to be paid separate and apart from the Gross
10 Settlement Amount.

11 (ii) It is understood that, as part of the consideration provided by Defendant,
12 any claims for additional benefits under employee benefit plans or other plans maintained by Defendant
13 at any time that could potentially or arguably result from payment of any proceeds distributed under this
14 Agreement, shall be released pursuant to this Agreement.

15 (b) Any tax obligation arising from the Individual Settlement Payments, Service
16 Award, and/or Fee Award payments made under the terms of this Agreement, will be the sole
17 responsibility of each person receiving such amount. Each Settlement Class Member is responsible to
18 report and pay appropriate taxes due on the Settlement Payment received. Each Settlement Class
19 Member shall be solely responsible for any tax liability, penalties or costs assessed with respect to said
20 Settlement Class Member in connection with the Individual Settlement Payment(s).

21 **4. Administration of Settlement**

22 4.1 Engagement of Settlement Administrator.

23 (a) The Parties have agreed to appoint Simpluris, Inc. to perform the duties of
24 Settlement Administrator. In the event the Court does not approve the appointment of Simpluris, the
25 Parties will meet and confer to select an alternate Settlement Administrator.

26 (b) The Settlement Administrator shall perform the following notice and other claims
27 administration functions: (i) prepare, print and disseminate the Class Notice to all Class Members (and
28 the Claim Form to all Settling Class Members), including taking appropriate steps to trace and locate

any Class Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (ii) track the Class Notice and Claim Form mailing and any exclusion requests or objections; (iii) receive, independently review, and resolve any challenges from Class Members (in consultation with Class Counsel and Defendant's counsel), including any associated documentation regarding the number of pay periods in which they performed work for Defendant; (iv) promptly furnish to Class Counsel and counsel for Defendant copies of all written objections, requests for exclusion, and any rescission statements received; (v) establish the necessary bank accounts and obtain the necessary tax identification number to administer the Settlement; (vi) administer the Settlement, including determining each putative Class Member's status as a member of the Class and their Individual Settlement Payments; (vii) distribute the Individual Settlement Payments to Non-Settling Class Members and Settling Class Members who have submitted valid and timely Claim Forms, payments of the court-approved Service Award to the Class Representative and the court-approved Fee Award to Class Counsel; (viii) file any necessary tax forms; and (ix) pay any residual funds from uncashed checks to the *cy pres* beneficiary as provided for below.

(c) The Settlement Administrator will maintain the confidentiality of the identities and contact information for the Class Members and will not disclose that information to anyone other than Defendant. The Settlement Administrator will provide Class Counsel and Defendant's counsel with periodic summary reports setting forth the total number of Class Notices that were returned as undeliverable, the total number of timely objections and requests for exclusion received, and when applicable, the total number of uncashed Individual Settlement Payments.

(d) The Settlement Administrator will maintain records of its work, which shall be available for inspection upon request by Class Counsel or Defendant's counsel.

4.2 Application for Preliminary Approval Order. Within sixty (60) days of the date on which this Agreement is fully executed, the Class Representative will move the Court for preliminary approval of the Settlement. Class Counsel will only file the Preliminary Approval Motion following review and approval by Defendant, after providing Defendant with at least five (5) business days to review said Motion. In connection with the Preliminary Approval Motion, the Class Representative will apply for an Order: (a) preliminarily approving the Settlement under the legal standards relating to the preliminary

1 approval of class action settlements; (b) preliminarily certifying the Class as provided in this Settlement
2 Agreement, for settlement purposes only; (c) appointing Class Counsel as counsel for the Class, for
3 settlement purposes only; (d) appointing the Class Representative as the representative of the Class, for
4 settlement purposes only; (e) approving the form of the Class Notice and Claim Form, and finding the
5 proposed method of disseminating the Class Notice and Claim Form meets all legal requirements, and is
6 the best notice practicable under the circumstances; (f) establishing the procedures and deadlines by
7 which Settling Class Members may submit Claim Forms to receive an Individual Settlement Payment;
8 (g) establishing the procedures and the deadline by which Class Members may assert objections to the
9 certification of the Class and/or to the Settlement; (h) establishing a deadline for the Parties to submit
10 papers/briefing in response to any objections and in support of final approval of the Settlement; (i)
11 establishing procedures and the deadline by which individuals may exclude themselves from the
12 Settlement; and (j) providing that, pending this Court's final determination of whether the proposed
13 Settlement will be approved and in aid of the Court's jurisdiction and to prevent a multiplicity of
14 lawsuits, the Class Representative, and anyone acting on their behalf (including, but not limited to,
15 attorneys, representatives and agents of any Class Member), waive and release and are barred and
16 enjoined from instituting, commencing, or continuing to prosecute, directly or indirectly, as an
17 individual or collectively, representatively, derivatively, or on behalf of himself or herself, or in any
18 other capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration
19 or mediation proceeding or any other similar proceeding, any and all claims against any Released Party
20 that asserts any Released Claims (as defined below in Section 5) that would be released and discharged
21 upon entry of the Final Approval Order, except as the Court may further order upon application of a
22 Class Member and notice to all Parties. Any person who violates such injunction shall pay the costs and
23 attorneys' fees incurred by any Released Party as a result of the violation.

24 4.3 Notice to Class Members. Within fourteen (14) calendar days of the date of the Order
25 Granting Preliminary Approval or court approval of the Class Notice and Claim Form, whichever is
26 later, Defendant will provide the Settlement Administrator with a list in excel format, with the following
27 information: the names, last known addresses, last known telephone numbers and social security
28 numbers of each Class Member; the dates of employment worked by each Class Member for Defendant

1 during the Relevant Period, and whether the Class Member previously signed a settlement agreement
2 with Defendant (the "Class List").

3 (a) The Class List and any other data provided by Defendant to the Settlement
4 Administrator and/or Class Counsel pursuant to this Agreement, shall be presumed to be accurate, and
5 shall be held in strict confidence to be used solely for the purpose of this Settlement, and shall not be
6 disclosed to anyone outside of the Settlement Administrator. The Parties shall provide the Settlement
7 Administrator with any updated or different addresses or phone numbers they obtain from Class
8 Members prior to the Claim Bar Date.

9 (b) Neither Defendant nor the Settlement Administrator will provide the Class List or
10 the name, contact information and/or any financial information of Class Members to the Class
11 Representative, Class Counsel, any other Class Member, or to any other person or entity.

12 (c) Upon its receipt of the Class List, the Settlement Administrator will access the
13 National Change of Address ("NCOA") Database and any other databases used by the Settlement
14 Administrator, update the addresses maintained by Defendant, and advise Defendant of the updated
15 address.

16 (d) Within fourteen (14) calendar days after receiving the Class List, the Settlement
17 Administrator shall mail the Class Notice and Claim Forms (to Settling Class Members) in the form
18 attached hereto as **Exhibits 1 and 2** (the "Notice") by bulk first class mail, forwarding requested, to the
19 Class Members at the addresses identified through the process described above.

20 (e) As to any Class Notices/Claim Forms that are returned by the Post Office as
21 undeliverable, the Settlement Administrator will perform one skip trace procedure within ten (10)
22 calendar days after receiving notice that a Class Notice/Claim Form is undeliverable. If this procedure
23 reveals a new address, the Settlement Administrator will within ten (10) calendar days thereafter re-mail
24 the Notice to the new address (the "Second Mailing").

25 (f) If any party or the Settlement Administrator determines, based upon further
26 review of available data, that a person previously identified as being a Class Member should not be so
27 included or identifies a person who would have been included as a Class Member but was not so
28 included, the Settlement Administrator will promptly delete or add such person as appropriate and

1 immediately notify Class Counsel and Defendant's Counsel prior to such deletions or additions (and the
2 reasons therefore). Defendant's Counsel shall be given the opportunity to oppose any such deletion or
3 addition by the Settlement Administrator.

4 (g) The time periods and methodologies set forth herein reflect the Parties' best
5 current belief as to their ability to make such identification, and it is understood that Defendant, in
6 undertaking the tasks set forth herein, shall use reasonable efforts to identify all Settlement Class
7 Members and to determine their last known addresses, Social Security numbers and employment dates
8 during the Relevant Period. Other than the obligations set forth in this Settlement Agreement,
9 Defendant shall have no additional obligation to identify or locate any Class Member or have any
10 liability in connection with the provision of information to the Settlement Administrator or otherwise.

11 (h) The Parties agree that the proposed Class Notice and Claim Form constitutes the
12 best notice practicable under the circumstances and constitutes due and sufficient notice of the pendency
13 of the Action, the who do not submit Claim Forms within sixty (60) calendar days of mailing will not
14 be entitled to receive an Individual Settlement Payment, although they will still be bound by the terms of
15 the Settlement. Claim Forms must be postmarked no later than sixty (60) calendar days from the date of
16 mailing in order to be considered valid and timely. Claim Forms must be mailed to the Settlement
17 Administrator. In order for a Claim Form to be considered valid and timely, it must be signed by the
18 Settling Class Member and must be postmarked no later than sixty (60) calendar days from the date of
19 mailing.

20 4.4 Class Member Opt-Out.

21 (a) Any Class Member may elect to opt out of the Settlement by a written, signed
22 statement to the Settlement Administrator that he or she is opting out of the Settlement ("Request for
23 Exclusion"). The Request for Exclusion must contain the Class Member's name, the last four digits of
24 his/her Social Security Number or Tax ID Number, address, and telephone number. It must also contain
25 words that clearly describe the Class Member's intention to opt out of the Settlement, such as: "I elect to
26 exclude myself from the settlement in the *Duval v. Dawson Oil* litigation" in order to be valid. To be
27 timely and effective, all exclusion requests must be postmarked no later than sixty (60) calendar days
28 after the initial mailing of the Notice by the Settlement Administrator or, if a Second Mailing is sent to a

1 Class Member, within forty-five (45) days of the date of the Second Mailing (the “Claim Bar Date”).
2 The Settlement Administrator will send all Requests for Exclusion that it receives to Defendant’s
3 counsel by .pdf, if requested. A Class Member who fails to comply with the opt-out procedure set forth
4 herein on or before the Claim Bar Date will not be excluded and will instead be bound by all provisions
5 of the Settlement Agreement and all orders issued pursuant thereto.

6 (b) Any Class Member who elects to opt out of the Settlement in the manner and
7 within the time limits specified above and in the Class Notice: (i) shall not have any rights under the
8 Settlement Agreement; (ii) shall not be entitled to receive any compensation under the Settlement
9 Agreement; (iii) shall not have standing to submit any objection or appeal to the Settlement Agreement;
10 and (iv) shall not be bound by the Settlement Agreement, including all orders issued pursuant thereto.

11 (c) The Parties agree that neither they nor their counsel will solicit or otherwise
12 encourage directly or indirectly Class Members to request exclusion from the Class, object to the
13 Settlement or to appeal any order denying or overruling such requests or objections.

14 4.5 Objections to the Settlement. Any Class Member may object to certification of the
15 proposed Class for settlement purposes or to the proposed Settlement, or any portion thereof (including,
16 but not limited to, preliminary certification, Service Award, Fee Awards, etc.). The Class Notice will
17 provide notice that Class Members who wish to object to the Settlement must file with the Court and
18 send to the Settlement Administrator and counsel for the Parties, not later than the Claim Bar Date, a
19 written statement objecting to the Settlement, the proposed Class, or any portion thereof, and setting
20 forth the specific grounds for the objection. The statement also must indicate whether the Class Member
21 intends to appear and object to the Settlement at the Final Approval Hearing, and failure to so indicate
22 will constitute a waiver of the right to appear at the hearing. A Class Member who does not serve an
23 objection in the manner and by the deadline specified above will be deemed to have waived all
24 objections and will be foreclosed from making any objections to the Settlement, whether by appeal or
25 otherwise. The Settlement Administrator will send all objections by .pdf to Defendant’s counsel and to
26 Class Counsel no later than three (3) business days after receipt thereof. Any Class Member who
27 submits a Request for Exclusion may not file objections to the Settlement. The Parties may file written
28

1 responses to any filed objections with the Court no later than seven (7) calendar days before the Final
2 Approval Hearing.

3 4.6 Effect of Settlement. Except for persons who properly elect to opt out of the Class in the
4 manner and within the time limits specified above and in the Class Notice, all Class Members shall be
5 deemed to be within the Class for all purposes under this Settlement Agreement, and shall be bound by
6 the terms and conditions of this Settlement Agreement (including the release and waiver provisions
7 herein), including all orders issued pursuant thereto, and shall be deemed to have waived all unstated
8 objections and opposition to the fairness, reasonableness, and adequacy of this Settlement Agreement,
9 and any of its terms, even if the Class Member does not submit a valid and timely claim.

10 4.7 Motion for Judgment and Final Approval. No later than fifteen (15) calendar days before
11 the Final Approval Hearing, the Class Representative will file a Motion for Judgment and Final
12 Approval. Class Counsel will only file said Motion following review and approval of the Motion by
13 Defendant, after providing Defendant at least five (5) business days to review said Motion. The Final
14 Approval Hearing shall be held at the Court's convenience. At the Final Approval Hearing, the Class
15 Representative and Defendant will use their best efforts to urge the Court to confirm the certification of
16 the Class for settlement purposes, to grant final approval of the Settlement in its entirety (including any
17 modification made thereto with the consent of the Parties as provided herein), and to enter a Final
18 Approval Order and Judgment as set forth in Section 4.8.

19 4.8 Final Approval Order and Judgment. The Final Approval Order and Judgment shall
20 include the following provisions: (a) approving the settlement as fair, adequate, reasonable and binding
21 on all Class Members who have not timely opted out; (b) finding that the dissemination of the Class
22 Notice and Claim Form in the form and manner ordered by the Court was accomplished as directed, met
23 the requirements of due process, was the best notice practicable under the circumstances, and constituted
24 due and sufficient notice to all persons entitled thereto; (c) finding that the Class Representative and
25 Class Counsel herein have fairly and adequately represented and protected the interests of the Class at
26 all times in the Action; (d) directing the Parties to implement the terms of the Settlement Agreement,
27 including, without limitation, the provisions regarding the payment of the Individual Settlement
28 Payments to each Settlement Class Member as set forth in this Settlement Agreement, the payment of

1 the Fee Award, the Service Award to the Class Representative and the costs of administration; (e)
2 defining the Class; (f) releasing and discharging the Released Parties from any and all liability with
3 respect to the Released Claims as provided herein after all payments have been made as set forth above;
4 (f) providing that in order to protect the continuing jurisdiction of the Court, prevent a multiplicity of
5 lawsuits, and protect and effectuate the Court's judgment in the Action, the Class Representative and all
6 Class Members, and anyone acting on their behalf (including, but not limited to, attorneys,
7 representatives, and agents of the Class Representative or any Class Member), are permanently and
8 forever barred and enjoined from instituting, commencing, or continuing to prosecute, directly or
9 indirectly, as an individual or collectively, representatively, derivatively, or on behalf of himself or
10 herself, or in any other capacity of any kind whatsoever, any action in this Court, any other court, or any
11 arbitration or mediation proceeding or any other similar proceeding, against any Released Party that
12 asserts any claims that are Released Claims under the terms of the Settlement; and providing that any
13 Person who violates such injunction shall pay the costs and attorneys' fees incurred by any Released
14 Party as a result of the violation; (g) awarding reasonable attorneys' fees and costs to Class Counsel,
15 subject to the limitations set forth herein, or reserving jurisdiction with respect thereto; (h) awarding
16 service awards to the Class Representative, subject to the limitations set forth herein, or reserving
17 jurisdiction with respect thereto; (i) reserving continuing and exclusive jurisdiction over all matters
18 related to the administration and consummation of the terms of this Settlement, over the enforcement,
19 construction and interpretation of this Settlement Agreement and/or the Judgment, including, but not
20 limited to, the provisions therein enjoining any further litigation of Released Claims, and over the Class
21 Representative and all Class Members (and their attorneys and law firms) in connection therewith; and
22 (j) ordering that the Settlement Agreement shall operate as a full, complete, and final release of all the
23 Released Claims of all Class Members who do not submit a valid exclusion request, and as an effective
24 covenant not to sue.

25 4.9 Funding of Settlement and Other Payments.

26 (a) Within seven (7) calendar days after the Final Approval Order, the Settlement
27 Administrator will provide Defendant with a calculation of the Individual Settlement Amounts pursuant
28 to the Final Approval Order.

1 (b) Within fourteen (14) calendar days after the Effective Date, Defendant will
2 deposit money into an account, through the Settlement Administrator, in an amount equal to the amount
3 awarded for the Fee Award, the Administration Expenses, the Class Representative Service Award, the
4 PAGA Payment, the total payments to Non-Settling Class Members, and the total payments to Settling
5 Class Members.

6 4.10 Calculation of Individual Settlement Payments and Distribution of Gross Settlement
7 Amount.

8 (a) Within twenty-one (21) calendar days after Effective Date, the Settlement
9 Administrator will issue and distribute the Individual Settlement Payments to the Settlement Class
10 Members pursuant the terms of this Settlement Agreement and the Final Approval Order (including
11 payments to Non-Settling Class Members and to Settling Class Member who have submitted valid and
12 timely Claim Forms). However, the deadlines for the payment of Individual Settlement Payments to
13 particular Settlement Class Members may be extended to provide for the resolution of any disputes
14 regarding the validity or amounts of any claims. The Settlement Administrator will mail the payments
15 to the last known address in the Settlement Administrator's records for each Settlement Class Member,
16 taking into account any updated address provided by Class Members to the Settlement Administrator
17 during the Notice process. All checks issued shall indicate on their face that, consistent with standard
18 bank procedures, they are void if not negotiated within one hundred and twenty (120) days of their
19 issuance. The date of mailing of the settlement checks to the eligible Settlement Class Members shall be
20 conclusively determined according to the records of the Settlement Administrator. The Settlement
21 Administrator will be responsible for mailing the checks and any necessary tax reporting forms to the
22 Settlement Class Members and Defendant.

23 (i) To the extent Settlement Class Members fail to cash their settlement
24 checks within ninety (90) days of their issuance, the unclaimed funds will be paid in accordance with
25 California Code of Civil Procedure section 384. Any Settlement Class Member who fails to cash a
26 settlement check within the one hundred and twenty (120) days provided herein shall waive his or her
27 right to receive the Individual Settlement Payment, but will nonetheless remain a member of the Class
28 and shall be bound by the terms and conditions of this Settlement Agreement.

(ii) Defendant, Class Counsel, and counsel for Defendant will not be liable for checks cashed by persons other than the Settlement Class Members. Each Settlement Class Member will be deemed to have released Defendant from all liability as set forth in this Agreement, even if his or her check is cashed by a person other than to whom the check is written.

(b) No later than twenty-one (21) calendar days after the Effective Date, the Settlement Administrator will distribute: (i) to the Class Representative the amount awarded by the Court for the Class Representative Service Award; (ii) to Class Counsel the Fee Award; (iii) the Settlement Administration Expenses pursuant to the terms of this Settlement Agreement and the Final Approval Order; and (iv) 75% of the PAGA Award to the Labor and Workforce Development Agency. The Settlement Administrator will be responsible for issuing and mailing the checks and any necessary tax reporting forms to the Class Representatives, Class Counsel, and Defendant.

4.11 No Impact on Employee Benefit Plan, Policy or Bonus Program. The Parties agree that the amounts paid under this Settlement Agreement will not affect any previously credited hours of service under any employee benefit plan, policy, or bonus program sponsored by Defendant. To the extent permitted by the terms of the Plan as such exists at the time of the payment, the amounts paid under this Settlement Agreement will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, Defendant (self-insured or not) employee benefit plans, policies, or bonus programs. Any payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on an ongoing forward basis as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's employee benefit plans, policies, or bonus programs. Defendant retains the right to modify the language of its employee benefit plans, policies, and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for the purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement. Defendant is not opining on the terms of any such plan, each of which speaks for itself.

5. Release of Claims.

1 5.1 Upon entry of the Order Granting Final Approval, (a) the Class Representative, on his
2 own behalf and as the Class Representative, (b) each Class Member who does not timely opt-out, and (c)
3 all persons purporting to act on their behalf or purporting to assert a claim under or through them,
4 including, but not limited to, their spouses, dependents, attorneys, heirs and assigns, beneficiaries,
5 devisees, legatees, executors, estates, administrators, transferees, trustees, conservators, guardians,
6 personal representatives, and successors-in-interest, whether individual, class, collective, representative,
7 legal, equitable, direct or indirect, or any other type or in any other capacity (collectively, the “Releasing
8 Class Parties”), shall be deemed to fully and completely release and forever discharge Dawson Oil and
9 the Released Parties from any and all claims, complaints, causes of action, counterclaims, remedies,
10 liabilities, losses, debts, demands, sums of money, covenants, contracts, agreements, promises, damages
11 or judgments, costs, expenses, attorneys’ fees, and/or set-offs whatsoever in law or in equity, whether
12 known or unknown, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, that could
13 have been asserted based on the factual allegations in the operative complaint in the Action, including,
14 but not limited to, any and all past and present matters, claims, complaints, causes of action or demands
15 relating to, resulting from or in any way connected to claims that were pled or that could have been pled
16 based on the factual allegations in the operative complaints in the Action, including, but not limited to,
17 claims under California Labor Code sections 201–204, 218, 221, 226, 226.2, 226.7, 510, 512, 1194,
18 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, 2802, and claims under California Business and
19 Professions Code sections 17200-17204, against the Released Parties (the “Released Claims”).

20 Class Members may hereafter discover facts in addition to or different from those they now know
21 or believe to be true with respect to the subject matter of the Released Claims. However, on entry of the
22 Order Granting Final Approval (and to the extent provided for in this section), all Class Members who
23 have not timely excluded themselves from the Settlement shall be deemed to have, by operation of the
24 Final Judgment, fully, finally, and forever settled and released any and all of the Released Claims,
25 whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist,
26 or heretofore have existed, upon any theory of law or equity now existing or coming into existence in
27 the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or
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1 a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
2 different or additional facts which are released by this Agreement.

3 5.2 The Class Representative, on behalf of himself and his heirs, executors, administrators,
4 and representatives, shall and does hereby forever release, discharge, and agree to hold harmless the
5 Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
6 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses,
7 debts, and expenses (including attorney fees and costs), known or unknown, at law or in equity, which
8 he may now have or may discover after the signing of this Settlement Agreement, arising out of or in
9 any way connected with his employment with Defendant, including the Released Claims, claims that
10 were asserted or could have been asserted in the operative Class Action Complaint for Damages in the
11 Action, and any and all transactions, occurrences, or matters between the Parties occurring prior to the
12 date this Settlement Agreement is fully executed. Without limiting the generality of the foregoing, this
13 release shall include, but not be limited to, any and all claims under the (a) Americans With Disabilities
14 Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of
15 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Fair Labor Standards Act, as amended; (f) the Equal
16 Pay Act; (g) the Employee Retirement Income Security Act, as amended; (h) the Consolidated Omnibus
17 Budget Reconciliation Act; (i) the Rehabilitation Act of 1973; (j) the Family and Medical Leave Act; (k)
18 the Civil Rights Act of 1966; (l) the California Fair Employment and Housing Act; (m) the California
19 Constitution; (n) the California Labor Code; (o) the California Government Code; (p) the California
20 Civil Code; and (q) any and all other federal, state, and local statutes, ordinances, regulations, rules, and
21 other laws, and any and all claims based on constitutional, statutory, common law, or regulatory grounds
22 as well as any other claims based on theories of wrongful or constructive discharge, breach of contract
23 or implied contract, fraud, misrepresentation, promissory estoppel, or intentional and/or negligent
24 infliction of emotional distress, or damages under any other federal, state, or local statutes, ordinances,
25 regulations, rules, or laws. This release is for any and all relief, no matter how denominated, including,
26 but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages,
27 liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs, and
28 Class Representative hereby forever releases, discharges, and agrees to hold harmless Defendant and the

Released Parties from any and all claims for attorney fees and costs arising out of the matters released in this Settlement Agreement.

The Class Representative specifically acknowledges that he is aware of and familiar with the provisions 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 that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Class Representative, being aware of Section 1542, hereby expressly waives and relinquishes all rights and benefits he may have under Section 1542 as well as any other statutes or common law principles of a similar effect. The Class Representative may hereafter discover facts in addition to or different from those which he now knows or believes to be true with respect to the subject matter of all the claims referenced herein, but stipulates and agrees that, upon the Effective Date, the Class Representative shall and hereby does fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts.

5.3 Each Class Member who has not submitted a valid Request for Exclusion forever agrees that he or she shall not institute any action seeking, nor accept, damages or penalties of any nature, attorneys' fees and costs, or any other relief from any other suit, class, collective, or representative action, administrative claim or other claim of any sort or nature whatsoever against Released Parties, for the Released Period, arising from any claims released in this Section. This release shall become effective at such time as Defendant has complied with all of its obligations pursuant to the Settlement Agreement.

5.4 Release of Fees and Costs for Settled Matters. Class Counsel and the Class Representative, on behalf of the Class and each individual Class Member, hereby irrevocably and unconditionally release, acquit and forever discharge any claim that they may have against Defendant for attorneys' fees or costs associated with Class Counsel's representation of the Class Representative and the Class. Class Counsel further understand and agree that any Fee Award approved by the Court

1 will be the full, final and complete payment of all attorneys' fees and costs associated with Class
2 Counsel's representation of these individuals. Except as otherwise provided in this Settlement
3 Agreement, the Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or
4 otherwise, incurred by them or arising out of this Action and will not seek reimbursement thereof from
5 any Party to this Agreement.

6 5.5 No Other Liability. The Settlement Agreement shall be in full settlement, compromise,
7 release and discharge of the Released Claims and each of them, and the Released Parties shall have no
8 further or other liability or obligation to any member of the Settlement Class or any other Releasing
9 Class Party with respect to the Released Claims, except as expressly provided herein. If necessary, the
10 Parties will stipulate to an injunction prohibiting any Class Member from bringing or participating in
11 any judicial, arbitral, or administrative action involving the Released Claims to the extent permitted by
12 law.

13 5.6 Prohibition on Subsequent Assertion of Released Claims. The Class Representative and
14 the Settlement Class, and to the fullest extent allowed by law, all Releasing Class Parties, are prohibited
15 from ever asserting a Released Claim, and from commencing, joining or participating in, or voluntarily
16 assisting in a lawsuit or adversarial proceeding against Defendant, the Released Parties, or any of them,
17 based on the Released Claims. Excluded from this prohibition are any instances where any individual is
18 legally compelled to testify through service of a subpoena or other process.

19 5.7 No Other Actions. The Class Representative represents and warrants that, except for this
20 Action and the PAGA action, he does not have any lawsuit, claim, charge, grievance or complaint
21 (collectively, a "Claim") against the Released Parties pending in any forum, including without
22 limitation, any local, state or federal agency or court, in connection with the Released Claims.

23 5.8 Covenants Not to Sue. The Class Representative and Class Members further represent
24 and warrant, to the extent permitted by law, that they will not, at any time on or after the Effective Date,
25 file or assist in the filing of any Claim against the Released Parties in any forum, including without
26 limitation, any local, state or federal agency or court, in connection with, arising out of or related to the
27 Released Claims, and if any forum, agency or court assumes jurisdiction of any such Claim and/or
28 purports to bring any such proceedings, in whole or in part, on behalf of any Class Member, he or she

1 will request that forum, agency or court to withdraw and/or dismiss such Claim with prejudice. The
2 Class Representative expressly agrees that he will not participate in any class, collective, or
3 representative action of any kind or nature against the Released Parties related to the Released Claims
4 and that he will opt out of or withdraw his consent for participation in any such class, collective, or
5 representative action, and even if he does not opt out or withdraw his consent for participation, he will
6 not be entitled to recover or participate in such actions in any way. Furthermore, even in the event that
7 Class Members may be permitted by law to be joined in any such Claim, they understand and agree that
8 they may not recover any amount in judgment or otherwise in any such Claim as a result of their release
9 of the Released Claims set forth herein and acceptance of the terms and conditions of this Settlement
10 Agreement. Notwithstanding this Covenant Not to Sue, any Party may bring an action to enforce this
11 Settlement Agreement. The prevailing party in any such action is entitled to recovery of their
12 reasonable attorneys' fees and other litigation costs incurred.

13 5.9 No Assignment of Rights. The Class Members warrant and represent that they have not
14 assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate to any person or
15 entity any of the Released Claims or any rights, claims, or causes of action arising out of the Released
16 Claims. This warranty and representation of non-assignment shall survive the execution of this
17 Settlement Agreement and the dismissal of the Action. No Individual Settlement Payment shall be paid
18 to any person or entity with respect to whom the Class Representative and/or any Class Member have
19 assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate any of the
20 Released Claims or any rights, claims, or causes of action arising out of, in connection with or related to
21 the Released Claims. In addition, Class Members shall defend, hold harmless, and indemnify the
22 Released Parties, or any of them, from and against any claims, damages, litigation, causes of action, and
23 expenses, including reasonable attorneys' fees, resulting from any breach by the Class Member of this
24 warranty and representation, or any breach by the Class Member of his or her release of the Released
25 Claims.

26 5.10 Labor Code Section 2804. The Parties acknowledge and agree that any payment to Class
27 Members under this Agreement includes payment for expenses that allegedly were not paid to Class
28 Members in the past. The Parties acknowledge and agree that there is a genuine dispute as to whether

Defendant paid Class Members for all of their business expenses in the past, and that Class Members are agreeing to waive any claims under Labor Code section 2802 for past business expenses in exchange for valuable consideration. The Parties acknowledge and agree that they are not waiving their right to indemnification for their expenses in the future that arise after the date of this Settlement Agreement. The Parties also acknowledge that they have read Labor Code section 2804, which is pasted below, and will not take the position in the Lawsuit or in any other legal proceeding that this Agreement is null and void under Labor Code section 2804, which reads as follows:

Any contract or agreement, express or implied, made by any employee to waive the benefits of this article [including Labor Code section 2802] or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.

5.11 No Violation of California Labor Code Section 206.5. The Parties agree that they are entering into a stipulated settlement in a court action where the principles of res judicata, merger or bar apply and operate to bar a new action. As such, the Parties further agree that the execution of the above release constitutes an exception to, and does not violate, California Labor Code Section 206.5, because there is a good-faith dispute as to whether any wages are due at all to any Settlement Class Member. Each Class Member is therefore also deemed to have acknowledged and agreed that Section 206.5 is not applicable to the Parties. Section 206.5 provides, in pertinent part, as follows:

NO EMPLOYER SHALL REQUIRE THE EXECUTION OF ANY RELEASE OF ANY CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE, OR TO BECOME DUE, OR MADE AS AN ADVANCE ON WAGES TO BE EARNED, UNLESS PAYMENT OF SUCH WAGES HAS BEEN MADE.

6. Non-Disparagement. The Class Representative agrees to refrain from making any disparaging, derogatory, or otherwise negative comments or statements about Defendant or any of the Released Parties in any way related to the Action.

7. Use of Defendant's Confidential Information. Class Counsel represent that they have received Defendant's confidential information during the course of discovery in this Action. The Parties reaffirm their prior obligations and covenants with respect to this confidential information, and agree that they will continue to honor these obligations and covenants. Accordingly, the Class Representatives and

Class Counsel agree not to disclose or use any information related to this Action for any purpose other than the settlement of this Action, including any information learned during this Action, the documents or discovery responses provided to Class Counsel by Defendant, and/or any information in those documents or responses, except for use of such confidential information to enforce this Settlement Agreement or any of its terms or provisions, or in the event Preliminary or Final Approval is not granted. Furthermore, to the extent the Class Representative or Class Counsel have any originals or copies of Defendant's documents, with the exception of documents directly relating to the Class Representative's employment that were not obtained through this Action (e.g., pay stubs and letters), the Class Representative and Class Counsel agree to destroy or to return such originals and copies of such documents to Defendant upon the Effective Date of the Settlement.

8. Preliminary Timeline for Completion of Settlement. The preliminary schedule for notice, approval, and payment procedures carrying out the Settlement is as follows. The schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the Class, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Settlement Agreement, as described above. In the event of such modification, the Parties shall cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

Proposed Timing	Event
Within fourteen (14) calendar days after entry of Preliminary Approval Order	Defendant to provide a Class List to the Settlement Administrator, in excel format, containing the following information: names of Class Members, most recent mailing addresses, most recent phone numbers, and social security numbers of all Class Members, as well as the Class Members' dates of employment as hourly, non-exempt employees who worked for Defendant within the State of California during the Class Period, and whether the Class Member previously signed a settlement agreement with Defendant
Fourteen (14) calendar days after receipt of Class List	Settlement Administrator to mail Settlement Notices to Class Members

Proposed Timing	Event
Ten (10) calendar days after each Notice is returned as undeliverable	Settlement Administrator to complete trace/search efforts and send a follow up mailing of the Notice
Sixty (60) calendar days after the Settlement Administrator postmarks the Notice to Class Members	Deadline for Class Members to raise any challenges to the workweek calculations or length of service calculations used in calculating their Individual Settlement Payment with the Settlement Administrator
Sixty (60) calendar days after the date the Settlement Administrator postmarks the Class Notice and Claim Form to Settling Class Members, or forty-five (45) calendar days after the Second Mailing if a Second Mailing is sent to a Settling Class Member	Deadline by which Settling Class Members must postmark a Claim Form, submit written objections or Requests for Exclusion
Final Approval Hearing	Not earlier than one-hundred (100) calendar days after the date the Motion for Preliminary Approval is filed with the Court
Within seven (7) calendar days after entry of the Final Approval Order	Settlement Administrator to provide Defendant with final calculation of payments from the Net Settlement Amount
Within fourteen (14) calendar days after the Effective Date	Defendant to deposit with the Settlement Administrator an amount equal to the amount awarded for the Service Awards, the Fee Award, the Settlement Administration Expenses, the PAGA Payment, the Individual Settlement Payments for Non-Settling Class Members, and the Individual Settlement Payments for all Settling Class Members who have submitted valid and timely Claim Forms
Within twenty-one (21) calendar days after the Effective Date	Settlement Administrator to distribute the Service Award, Fee Award, the Settlement Administration Expenses, and the Individual Settlement Payments and the required tax forms to the Settlement Class Members
One hundred and twenty (120) calendar days from the date on which the Individual Settlement Payments are mailed to Settlement Class Members	Deadline for Settlement Class Members to negotiate Individual Settlement Payment checks

9. **Conditions of the Settlement.** This Settlement Agreement is subject to and conditioned upon:
- (1) the Court's preliminary approval of the Settlement memorialized in this Settlement Agreement; (2) the Court's final approval of the Settlement after Court-approved notice is mailed to Class Members; (3)

Entry of the Final Approval Order and Judgment in the Action; and (4) any appeals resolved or the time to file any notice of appeal having expired.

10. Voiding or Modifying the Settlement Agreement. Other than as specified above, this Settlement Agreement may not be changed, altered, or modified, except in a writing signed by the Parties hereto. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

11. Right to Rescission of Agreement. As described in Section 4.5 above, Class Members may choose to opt out of the Class by submitting a Request for Exclusion. Any such Class Member who opts out of the Class (an "Opt-Out Class Member") will receive no part of the Net Settlement Amount. If more than five percent (5%) of Class Members opt out of the Class, or are otherwise excluded from the Class, Defendant shall have the right, in the exercise of its sole discretion, to nullify this Settlement Agreement and all of its terms if, by seven (7) days prior to the date of the Final Approval Hearing, Defendant serves written notice of its decision to exercise this option on Class Counsel. As a result of any such nullification, this Settlement Agreement, the Settlement and any action taken or to be taken in connection therewith shall be terminated and shall become void and have no further force and effect, except for the obligation of Defendant to pay for expenses incurred by the Settlement Administrator in connection with the notice and administration of the Settlement on or before the date on which Defendant withdraws from the Settlement.

12. Parties' Authority. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

13. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to effectuate the terms of this Settlement Agreement, including, but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation

of Defendant and its counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement Agreement.

14. No Admission of Liability or Wrongdoing; Inadmissibility of Settlement as Evidence.

14.1 By entering into this Agreement, Dawson Oil in no way admits any violation of law or any liability whatsoever to the Class Representative and/or the Class, individually or collectively. Dawson Oil expressly denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Dawson Oil. Likewise, by entering into this Agreement, Dawson Oil in no way admits to the suitability of this case for class or collective action litigation other than for purposes of settlement. Rather, Dawson Oil has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

14.2 Settlement of this Action, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the settlement: (a) are not, shall not be deemed to be, and may not be used as an admission or evidence of any wrongdoing or liability on the part of Dawson Oil or of the truth of any of the factual allegations in any and all complaints filed in the action; (b) are not, shall not be deemed to be, and may not be used as an admission or evidence of fault or omission on the part of Dawson Oil in any civil, criminal, administrative or arbitral proceeding; and (c) are not, shall not be deemed to be, and may not be used as an admission or evidence of the appropriateness of these or similar claims for class certification or administration or collective action treatment other than for purposes of administering this Agreement. The Parties understand and agree that this Agreement is a settlement document and shall not be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce this Settlement Agreement or in defense of any claims released or barred by this Agreement.

15. Class Certification for Settlement Purposes. For settlement purposes only, the Parties agree that the Class may be certified. For purposes of settling this lawsuit only, the Parties stipulate and agree that the requisites for establishing class action certification with respect to the Class Members have been

1 and are met. In the event that the Settlement is not preliminarily or finally approved, or the Settlement is
2 otherwise terminated or rendered null and void, any certification of the Class shall be automatically
3 vacated and shall not constitute evidence or a binding determination that the requirements for
4 certification of a class for trial purposes or any other purpose in the Action or in any other actions are
5 satisfied. In such circumstances, Defendant expressly reserves all rights to challenge certification of a
6 class for trial purposes or any other purpose in the Action or in any other related or consolidated actions
7 on all available grounds as if no class had been certified for Settlement purposes in the Action, and no
8 reference to the prior certification of a class, or any documents related thereto, shall be made for any
9 purpose.

10 **16. Finality; Effect of the Settlement Not Being Final.**

11 16.1 Finality. The approval of the Settlement shall be considered final on the Effective Date.
12 Except as expressly stated herein, none of Defendant's payment obligations under this Settlement
13 Agreement shall become effective until the Effective Date, but Defendant may waive this condition in
14 writing at its sole discretion.

15 16.2 Effect of Settlement Not Being Final. In the event that the Settlement as provided for in
16 this Settlement Agreement does not become final, or does not become effective for any reason other
17 than the failure of any Party to perform such Party's obligations hereunder (except as to the Settlement
18 not becoming final because of any appeal, which circumstance can be waived by Defendant), then the
19 Settlement Agreement shall become null and void and of no further force and effect, and all
20 negotiations, proceedings, and statements relating thereto shall be without prejudice as to the rights of
21 any and all Parties hereto and their respective predecessors and successors, shall be inadmissible to
22 prove liability, and all Parties and their respective predecessors and successors shall be deemed to have
23 reverted to their respective positions in the Action as of the date and time immediately prior to the
24 execution of this Settlement Agreement, with no class certified and except as otherwise expressly
25 provided herein.

26 **17. Settlement Termination.** In the event that (a) the Court declines to enter preliminary or final
27 approval of the Settlement Agreement or to enter the Judgment or any part thereof as provided for
28 herein, or the Parties hereto fail to consent to the entry of alternative forms of Judgment in lieu thereof,

1 or if after such consent the Court declines to enter such alternate form of Judgment; or (b) any
2 conditions to the Settlement are not satisfied or (c) the Court disapproves this Settlement, or any term
3 contained in this Settlement Agreement, except as provided in this Section 17, including any
4 amendments hereto, and such disapproval becomes final by reason of its affirmance on appeal or lapse
5 of time or otherwise; or (d) the Court approves this Settlement, including any amendments hereto, but
6 any such judgment and approval is finally modified or reversed on appeal, then, in any such event, this
7 Settlement shall be void, and any Preliminary Approval Order or any Final Approval Order and
8 Judgment shall be vacated upon application to the Court. In such event, (i) this Settlement Agreement
9 and the Settlement shall be terminated and become void and of no effect; (ii) any action taken or to be
10 taken in connection with this Settlement Agreement and the Settlement shall become null and void and
11 of no effect, (iii) this Settlement Agreement and the Settlement and any hearings or proceedings
12 thereunder shall not be referred to or used as evidence for or against any party or Class Member in this
13 or any other action or proceeding, (iv) all pre-trial proceedings, including discovery, shall resume thirty
14 (30) calendar days thereafter as if this Settlement had not been proposed for approval of the Court. In
15 the event that any monies for attorneys' fees, costs, and expenses have been paid to Class Counsel or
16 any monies for an enhancement have been paid to the Class Representative, Class Counsel and the Class
17 Representative agree to return immediately such monies within ten (10) calendar days.

18 **18. Extensions of Time.** Without further order of the Court, the Parties hereto may agree in writing
19 to reasonable extensions of time to carry out any of the provisions of the Settlement. In addition, to the
20 extent that any deadline set forth in this Settlement Agreement falls on a Saturday, Sunday, or legal
21 holiday, that deadline shall be continued until the following business day.

22 **19. Force Majeure.** The failure of any party to perform any of its obligations hereunder shall not
23 subject such party to any liability or remedy for damages, or otherwise, where such failure is occasioned
24 in whole or in part by acts of God, fires, earthquakes, other natural disasters, explosions, floods, wars,
25 sabotage, or terrorist acts beyond the reasonable control of such party.

26 **20. Material Terms of Agreement and Severability.**

27 20.1 The Parties agree that the provisions in Section 5 of this Agreement, as well as the
28 representations and warranties set forth in Sections 6 and 7 of this Agreement, are material terms. A

failure of the Court to approve any material term of this Settlement Agreement shall render the entire Settlement Agreement voidable and unenforceable as to all Parties herein at the option of either Party. Additionally, if the Judgment is reversed or modified as to any material term or declared or rendered void as to any material term, then (1) at the option of either Party, this Settlement Agreement shall be considered null and void and (2) neither this Agreement nor any of the released negotiations or proceedings will be of any force or effect.

20.2 The parties agree that Sections 3.3, 3.4, 3.5, and 3.6 of this Settlement Agreement are severable from the remainder of the Settlement Agreement only in the sense that any reduction in amount by the Court of Class Counsel's Fee Award, the Service Award, the Settlement Administration Expenses, or a change by the Court with respect to the tax treatment of the Individual Settlement Payments shall in no way affect the validity and effect of the remainder of this Settlement Agreement.

21. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by this Court. To the extent permitted by law, the Court will have and retain continuing jurisdiction over the Action and all Parties, to the fullest extent necessary or convenient to enforce and effectuate the terms and intent of the Settlement Agreement and all matters provided for herein, and to interpret it, until all related matters are fully resolved.

22. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Class Counsel:

JUSTICE LAW CORPORATION
Douglas Han
Shunt Tatavos-Gharajeh
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103

To Defendant's Counsel:

MEDINA McKELVEY LLP
Brandon McKelvey
Timothy Nelson
983 Reserve Drive
Roseville, California 95678

If the identity of the person(s) to be notified for any party changes, or their address changes, that party shall notify all other parties of said change in writing.

1 **23. General Provisions.**

2 23.1 Captions and Interpretations. Section titles or captions contained herein are inserted as a
3 matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
4 this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is
5 contractual and not merely a recital.

6 23.2 Construction. The Parties hereto agree that the terms and conditions of this Settlement
7 Agreement are the result of extended, arms-length negotiations between the Parties and that this
8 Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to
9 which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement. This
10 Settlement Agreement is entered into freely and voluntarily only after each party carefully read and
11 reviewed it with counsel, and it reflects the conclusion of each party that this Settlement Agreement and
12 the Judgment and the releases, waivers, and covenants contemplated hereby are in the best interest of
13 said Party and the Class. This Settlement Agreement has been entered into without any coercion and
14 under no duress. The Parties acknowledge and agree that all Parties had an equal hand in drafting this
15 Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one party or
16 another.

17 23.3 Authority of Attorneys. Each of the attorneys executing this Settlement Agreement on
18 behalf of one or more Parties hereto warrants and represents that he or she has been duly authorized and
19 empowered to execute this Settlement Agreement on behalf of each such respective party and to bind
20 them to the terms hereof.

21 23.4 Integration Clause. This Settlement Agreement sets forth the entire agreement between
22 the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements,
23 understandings, representations, and statements, whether oral or written and whether by a Party or such
24 Party's legal counsel, regarding the subjects covered herein. No rights hereunder may be waived except
25 in writing. The Parties acknowledge that no representations, inducements, warranties, promises, or
26 statements relating to the subjects covered herein, oral or otherwise, have been made by any of the
27 Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference
28 herein, and further agree that no other agreement, covenant, representation, inducement, promise or

statement relating to the subjects covered herein not set forth in writing in this Settlement Agreement, shall be valid or binding.

23.5 Modification or Amendment. This Settlement Agreement may not be modified or amended except in a writing signed by all signatories hereto or their successors in interest.

23.6 Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the Class Members, and their respective heirs, executors, administrators, successors and assigns, and upon any corporation, partnership or other entity into or with which any Party hereto may merge, combine or consolidate. As used in the preceding sentence and elsewhere throughout this Settlement Agreement, “including” shall mean including without limitation.

24. Counterparts. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. A facsimile signature shall have the same force and effect as the original signature, if and only if it is transmitted from counsel for one party to the other. Such transmissions shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement.

24.1 Waivers. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

24.2 Governing Law. This Settlement Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of California, without regard for the law of the State regarding conflicts of laws or choice of law. Any orders or judgments entered by the Court in conjunction with the proceedings relating to or arising out of this Settlement Agreement shall be construed and enforced under, and all issues relating to the preclusive effect of such orders or judgments shall be determined by, the laws of the State of California relating to the construction, enforcement, and preclusive effect of orders and judgments entered by state courts.

24.3 Regulation. In the event that any provision in this Settlement Agreement shall be affected by any rule, regulation, ordinance, order, directive, or statute by any unit of government, whether state, federal, or local, such rule, regulation, ordinance, order, directive, or statute shall supersede and take precedence over any such provision of this Settlement Agreement to the contrary and in no event shall Defendant be in violation of this Settlement Agreement nor shall this Settlement Agreement be in any way affected should Defendant take any action or change any of their business practices to comply with such state, federal, or local rules, regulations, ordinances, or statutes currently in force or enacted in the future.

[SIGNATURES TO FOLLOW]

7

Dated: December __, 2020

Jose Durat

JOSE DUVAL
Named Plaintiff/Class Representative

MEL DAWSON, INC. dba DAWSON OIL COMPANY

Dated: December 16, 2020

By: Kasey E. Fray

1 **Approved Only as to Form and Content by Class Counsel, and of Section 7**

2 Dated: December 1, 2020

JUSTICE LAW CORP.

3
4 By: 

5 Douglas Han
6 Shunt Tatavos-Gharajeh
7 Attorneys for Plaintiff JOSE DUVAL, individually,
8 and on behalf of all others similarly situated

9 **Approved Only as to Form and Content by Defendant's Counsel**

10 Dated: December 1, 2020

MEDINA McKELVEY LLP

11
12 By: 

13 Brandon McKelvey
14 Timothy Nelson
15 Attorneys for Defendant
16 MEL DAWSON, INC. dba DAWSON OIL
17 COMPANY
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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, California 91103 and my electronic service address is arivera@justicelawcorp.com

On December 18, 20, I served the foregoing document described as

JOINT STIPULATION OF SETTLEMENT AND RELEASE

for the following case: **Duval v. Mel Dawson, Inc. dba Dawson Oil Company**
LWDA/Court Case No.: **LWDA-CM-776622-20**
34-2020-00276862
Sacramento County Superior Court

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 December 18, 2020, at Pasadena, California.



Allana Rivera