

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

Juan Anguiano v. Kana Pipeline, Inc.; Daniel A. Locke
Riverside County Superior Court Case No. CVRI2102234

This Settlement Agreement sets forth the terms upon which the Parties have agreed to settle the Action. All definitions below apply throughout this Settlement Agreement.

A. PARTIES AND SCOPE

1. "Named Plaintiff" means Juan Anguiano.
2. "Defendants" means the following collectively: (1) Kana Pipeline, Inc., its past and present officers, directors, employees and agents; and (2) Daniel A. Locke.
3. "The Parties" means Named Plaintiff and Defendants, collectively.
4. "The Action" means the following pending lawsuit: *Juan Anguiano v. Kana Pipeline, Inc.; Daniel A. Locke*, Riverside County Superior Court Case No. CVRI2102234.
5. "PAGA Members" means all non-exempt employees employed by Defendants in California during the PAGA Period.
6. "PAGA Period" means the time period from May 26, 2020, up to and including April 1, 2023.
7. "The Complaint" means the operative First Amended Complaint filed by Named Plaintiff in the Action on or around July 30, 2021.

B. ESSENTIAL MONETARY TERMS

8. "Gross Settlement Amount" ("GSA") means the amount of Four Hundred and Ten Thousand Dollars and Zero Cents (\$410,000.00) that Defendants will pay if the Court approves this Long-Form Settlement Agreement, and the Effective Date occurs. The GSA will fund: (a) the Aggrieved Employee Settlement Fund; (b) the LWDA Payment; (c) the award of Attorney's Fees to PAGA Counsel as defined below; (d) the award of Attorney's Costs to PAGA Counsel; (e) the Representative Enhancement Award to Named Plaintiff; and (f) the Settlement Administration Costs.
9. "Attorneys' Fees" means such attorneys' fees as the Court may award to PAGA Counsel for the services they have rendered and will render to the PAGA Members in the Action, and which shall not exceed One Hundred Thirty-Five Thousand Three Hundred Dollars and Zero Cents (\$135,300.00). This amount will cover any and all work performed and any and all attorneys' fees incurred in connection with this litigation, including without limitation: all work performed and all attorneys' fees incurred to date; and all work to be performed and attorneys' fees to be

incurred in connection with obtaining the Court's approval of this Long-Form Settlement Agreement, including addressing any objections raised and handling any appeals or other collateral challenges. Attorneys' Fees will be funded by the GSA.

10. "Attorneys' Costs" means such litigation costs as the Court may award to PAGA Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00). This amount will cover any and all litigation costs incurred in connection with this litigation, including without limitation: all litigation costs incurred to date; and all litigation costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys' Costs will be funded by the GSA.

11. "Settlement Administration Costs" means the amount from the GSA, which shall be allocated, subject to the Court's approval, to the Settlement Administrator for services rendered in administering the settlement of the Action, and which shall not exceed Six Thousand Dollars and Zero Cents (\$6,000.00).

C. ADDITIONAL DEFINITIONS

12. "Agreement" or "Settlement Agreement" shall mean this Private Attorneys General Act Settlement Agreement and Release.

13. "PAGA Member List" means the list of full names, most recent mailing addresses, most recent telephone numbers, Social Security numbers, and dates of employment or number of pay periods, as available, for all PAGA Members, which Defendants will diligently and in good faith compile from their records.

14. "PAGA Notice" means the form of notice that will be sent to each PAGA Member accompanying their Individual Settlement Payment, which shall be substantially in the form attached hereto as **Exhibit A**.

15. "Net Settlement Amount" means the Gross Settlement Amount minus Attorneys' Fees, Attorneys' Costs, Representative Enhancement Award, and Settlement Administration Costs. Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA and twenty-five percent (25%) of the Net Settlement Amount will be distributed to PAGA Members.

16. "LWDA Payment" means seventy-five percent (75%) of the Net Settlement Amount. The LWDA Payment will be issued to the LWDA.

17. "Aggrieved Employee Settlement Fund" means twenty-five percent (25%) of the Net Settlement Amount. Individual Settlement Payments will be made to the PAGA Members from the Aggrieved Employee Settlement Fund.

18. "Individual Settlement Payment" means the portion of the Aggrieved Employee Settlement Fund allocated to each PAGA Member. Individual Settlement Payments will be calculated proportionately for each PAGA Member based on the number of pay periods worked during the PAGA Period in relation to other PAGA Members.

19. "Void Date" means the 181st day after issuance of Individual Settlement Payment checks to PAGA Members, upon which the Individual Settlement Payment checks will no longer be valid and negotiable.

20. "Defense Counsel" means James Hart, Esq. and Timothy M. Wojcik, Esq. of Littler Mendelson, P.C.

21. "PAGA Counsel" means Zachary Crosner, Esq., Chad Saunders, Esq., and Jamie Serb of Crosner Legal, P.C. PAGA Counsel shall serve as counsel in connection with this Agreement.

22. "Settlement Administrator" means Phoenix Settlement Administrators or other third-party settlement administrator appointed by the Court for the purposes of administering this Settlement.

23. "Settlement Approval" means the settlement approval order and judgment that will be entered by the Court.

24. "Settlement Fund Account" means the bank account established by the Settlement Administrator in accordance with the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement Agreement shall be paid, as set forth herein.

25. "Court" means the California Superior Court, County of Riverside where the Action is venued, and specifically the Hon. Harold W. Hopp, or such other judge as (a) may be assigned to the Action or (b) may sit in his stead.

26. "Individual Settlement and Release Agreement" means the settlement agreement that resolves Plaintiff's individual claims in the Action and includes a general release of all claims against the Defendants and the Released Parties.

D. RECITALS

27. Named Plaintiff commenced his employment with Kana Pipeline, Inc. on or around March 17, 2014.

28. Named Plaintiff's employment relationship with the Company ended prior to his execution of this Agreement.

29. Named Plaintiff filed a class action complaint against Defendants on May 3, 2021, alleging various wage and hour claims.

30. On July 30, 2021, Named Plaintiff filed a First Amended Complaint that added a cause of action for civil penalties under the Private Attorneys General Act ("PAGA") premised on allegations of unpaid minimum wage, unpaid overtime, unpaid sick pay, failure to provide meal period premiums, failure to provide rest break premiums, failure to compensate for non-productive time under Labor Code Section 226.2, inaccurate wage statements, untimely final wages, and unreimbursed business expenses.

31. On November 15, 2021, the Court entered an Order granting Named Plaintiff's request to dismiss his individual and class action claims, leaving only the PAGA claims active in the Action.

E. RELEASES

32. "Released Claims" means all claims for civil penalties under PAGA arising from the same facts and/or claims alleged in the Action, or related to claims that were pled or that could have been pled based on the facts alleged in the Action, including but not limited to: (A) claims for failure to provide meal periods in violation of Labor Code §§ 226.7, 512 and 1198, failure to provide rest periods in violation of Labor Code §§ 226.7 and 1198, failure to pay meal or rest period premium wages in violation of Labor Code § 226.7, failure to pay all minimum and regular wages in violation of Labor Code §§ 510, 1194, 1197, 1198 and/or Industrial Welfare Commission Wage Order Nos. 1, 2, 4-10, 13, and 15-17, failure to pay overtime wages in violation of Labor Code §§ 510, 1194, 1197, 1198, failure to timely pay all wages due during employment in violation of Labor Code in violation of Labor Code § 204, failure to timely pay all wages due upon termination of employment in violation of Labor Code §§ 201(a) and 202(a), failure to maintain accurate records in violation of Labor Code §§ 1174 and 1174.5, failure to provide accurate itemized wage statements in violation of Labor Code § 226, failure to provide expense reimbursement in violation of Labor Code §§ 2800 and 2802, failure to provide paid sick leave or provide notice of paid sick leave in violation of Labor Code §§ 246 and 247, failure to compensate for non-productive time in violation of Labor Code Section 226.2; (B) all claims for penalties for failure to pay for any time worked or spent before "clocking in" or after "clocking out," (C) all claims for penalties relating to any alleged unlawful "rounding" of hours worked, (D) all claims that Defendants are liable for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the PAGA Members; (E) all claims that Defendants are liable for any other remedies, penalties, or interest based on the facts alleged in the Actions; and (F) all claims that Plaintiff and/or the State of California may have against the Released Parties relating to the payment, taxation, and allocation of attorney's fees and costs to PAGA Counsel pursuant to the Settlement Agreement. The period of the release shall extend to the limits of the PAGA Period. The *res judicata* effect of the judgment will be the same as that of the Release.

33. "Released Parties" means Daniel A. Locke, Kana Pipeline, Inc., and any of its past and present officers, directors, employees and agents.

34. Release of PAGA Claims. Upon the Effective Date, the State of California and Named Plaintiff hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from the Released Claims during the PAGA Period. Named Plaintiff, the State of California, and/or any

agent of the State of California will not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims during the PAGA Period. It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full *res judicata* effect and be final and binding upon Named Plaintiff, the State of California, and/or any agent of the State of California regarding the Released Claims during the PAGA Period.

G. EFFECTIVE DATE AND FUNDING OF SETTLEMENT

35. Defendant Kana Pipeline Inc. will deposit the GSA into the Settlement Fund Account no later than the Funding Date. Kana Pipeline, Inc. and Daniel A. Locke will contribute to the funding of the GSA in amounts as agreed upon between them.

36. "Funding Date" means the date that is ten calendar (10) calendar days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

37. "Effective Date" means the first date upon which all of the following have occurred: (i) Plaintiff delivers an executed copy of a voluntary resignation of his employment with Kana Pipeline, Inc., and an executed copy of the Individual Settlement and Release Agreement to Defendant's Counsel and does not revoke it; (ii) the Court has granted approval of the Settlement Agreement, (iii) the Court has entered Final Judgment by dismissing the entire action with prejudice, and (iv) the Court's order granting approval of the Settlement Agreement and entry of Final Judgment has become final and is no longer appealable. For purposes of this Settlement Agreement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely filed and none is filed (i.e., 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement Agreement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendants will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

H. SETTLEMENT ADMINISTRATION PROCEDURES

38. The Parties will work cooperatively to secure a prompt and final resolution of the Actions consistent with the terms of this Agreement.

39. Settlement Approval Motion. Following full execution of this Settlement Agreement, Named Plaintiff will promptly request a hearing before the Court to seek approval of

the Settlement Agreement on a mutually available date. In conjunction with such hearing, PAGA Counsel will present this Settlement Agreement to the Court with a written motion for an order (i) approving and incorporating by reference the terms and conditions of the Settlement Agreement, (ii) retaining jurisdiction over the parties under Code of Civil Procedure Section 664.4 to enforce the Settlement Agreement, and (iii) dismissing the entire Action with prejudice. PAGA Counsel will be primarily responsible for drafting all documents necessary to obtain the above order and shall provide drafts of such documents for review and approval by Defense counsel prior to the filing of same. Defendants will not oppose Named Plaintiff's motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

40. No Right of PAGA Member to Object or Opt-Out. The Parties agree there is no right for any PAGA Member to object, opt out or otherwise exclude himself or herself from the Settlement. Nor is there any right for any PAGA Member to dispute the value of the Individual Settlement Payment provided to them under this Settlement. Except as otherwise stated, Named Plaintiff will vigorously defend against any attempt by any PAGA Member or by any entity or agency to intervene in this matter or object to, or opt-out of this Settlement. The Parties further agree there is no right or opportunity for any PAGA Member to appeal the approval of the Settlement by the Court. The Parties will jointly defend against any appeal taken by any PAGA Member, entity, or agency of the Court's approval of the Settlement.

41. LWDA Notice. Pursuant to California Labor Code § 2699(l)(2), Named Plaintiff will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. PAGA Counsel will also file a declaration in support of Plaintiff's motion for Settlement Approval confirming that they have submitted the Settlement to the LWDA in compliance with Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(3), a copy of the Court's judgment and any other order issued in connection with this Settlement Agreement shall be submitted by Named Plaintiff to the LWDA within ten (10) days after entry of the judgment or order.

42. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of final judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

43. Settlement Administrator. Upon approval of the Court, the Parties will retain Phoenix Settlement Administrators as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Settlement Payments; preparing, printing, and mailing the Individual Settlement Checks and accompanying PAGA Notice to PAGA Members; disbursing payment of Attorney's Fees and Attorney's Costs to PAGA Counsel; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing PAGA Members, Named Plaintiff, and PAGA Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks

as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Named Plaintiff, the LWDA, PAGA Counsel or any PAGA Member unless and until the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

44. PAGA Member List. Within twenty (20) calendar days of the Court's approval of the Settlement, Defendants will provide the Settlement Administrator with the PAGA Member List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Members' sensitive personal information is included in the PAGA Member List, the Settlement Administrator shall maintain the PAGA Member List securely and in confidence, maintaining the strictest standards of data privacy. Access to the PAGA Member List shall be limited to employees of the Settlement Administrator with a need to use the PAGA Member List for administration of this Settlement. The Settlement Administrator shall permanently delete and destroy all electronic and hard copies of the PAGA Member List in its possession once settlement administration is concluded.

45. Change of Address Search. Within ten (10) calendar days of receipt of the PAGA Member List, the Settlement Administrator shall conduct a National Change of Address search and/or skip trace of all provided addresses to confirm and/or locate the most recent mailing address for each PAGA Member.

46. Payment of Attorney's Fees and Attorney's Costs. Within ten (10) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney's Fees and Attorney's Costs to PAGA Counsel. PAGA Counsel will provide the Settlement Administrator with their executed IRS Form W-9 and any transmittal instructions before payments for Attorney's Fees and Attorney's Costs are issued. The Settlement Administrator shall issue IRS Form(s) 1099 to PAGA Counsel for the payments made pursuant to this Paragraph. Defendants' payment of the Attorney's Fees and Attorney's Costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to PAGA Counsel, or attorney's fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney's fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Named Plaintiff and/or PAGA Members. The Parties further agree that PAGA Counsel's Attorney's Fees and Attorney's Costs shall be for all attorney's fees, expenses, and/or costs, present and future, incurred in the Action by all attorneys working on behalf of Named Plaintiff and/or PAGA Members.

47. Settlement Administration Costs. Within ten (10) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

48. Payment to LWDA. Within ten (10) calendar days following the Funding Date, the

Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the Net Settlement Amount.

49. Issuance of Individual Settlement Payments. Within ten (10) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual Settlement Payments to the PAGA Members' last known mailing address. Any Individual Settlement Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Member involved, and will then perform a single re-mailing. Any Individual Settlement Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Members shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

50. Calculation of Individual Settlement Payments.

a. "Weekly Value" means the quotient of the Aggrieved Employee Settlement Fund divided by the Total Weekly Pay Periods.

b. "Total Weekly Pay Periods" means the sum of all weekly pay periods worked by all PAGA Members as a non-exempt hourly employee in California during the PAGA Period.

c. All PAGA Members will receive an Individual Settlement Payment. The amount of each PAGA Member's Individual Settlement Payment will be calculated based on the total number of weekly pay periods each PAGA Member worked as a non-exempt hourly employee in California during the PAGA Period.

d. The Weekly Value will be calculated by the Settlement Administrator once the Net Settlement Amount and Aggrieved Employee Settlement Fund are determined based on the amounts approved by the Court for the Attorney's Fees, Attorney's Costs, the Representative Enhancement Award, and Settlement Administration Costs.

e. To establish the Weekly Value, the Settlement Administrator will first determine the Total Weekly Pay Periods for all PAGA Members from the PAGA Member List.

f. The Weekly Value will be the quotient of the Aggrieved Employee Settlement Fund divided by the Total Weekly Pay Periods.

g. The Individual Settlement Payment to each PAGA Member will be determined by multiplying the Weekly Value and the PAGA Members' total number of weekly pay periods worked as a non-exempt hourly employee in California during the PAGA Period.

51. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

52. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Named Plaintiff, PAGA Members, and PAGA Counsel, IRS Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all penalties to the appropriate government authorities.

53. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. PAGA Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

54. Handling of Unclaimed Individual Settlement Payments. No portion of the GSA shall revert to Defendants. If an individual settlement payment check remains uncashed 180 days after its issuance, that check shall be voided and the Settlement Administrator shall, within fourteen (14) calendar days after the Void Date, pay the amount represented by the voided check either (1) to the State of California Unclaimed Property Fund in the name of the PAGA Member who did not cash the check; or (2) in a manner consistent with Code of Civil Procedure § 384 and agreed upon by the parties. In such event, the PAGA Member shall nevertheless remain bound by the settlement.

I. ESCALATOR CLAUSE

55. Defendants represent that there were approximately 9,332 weekly pay periods worked by PAGA Members at the time of the November 10, 2022 mediation. If the actual number of pay periods worked by PAGA Members during the PAGA period (“Actual Pay Periods”) is more than 12,000, then one of the following shall take place at Defendants’ choosing: (1) The PAGA Period shall be adjusted so the Actual Pay Periods are equal to or less than 12,000 or (2) the GSA shall be increased by \$40.53 for each pay period that exceeds 12,000.

J. MISCELLENOUS PROVISION

56. This Agreement is entered into without any admission of liability and Defendants expressly deny any wrongdoing or liability to Named Plaintiff, or PAGA Members.

57. No Effect on Employee Benefits. Amounts paid to Named Plaintiff and other PAGA Members pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendants.

58. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.

59. Circular 230 Disclaimer. Each party to this Agreement (for purposes of this section, the “Acknowledging Party” and each party to this agreement other than the acknowledging party, an “Other Party”) acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement. Defendants, Defense Counsel, Named Plaintiff and PAGA Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Named Plaintiff and PAGA Members are not relying on any statement, representation, or calculation by Defendants, Defense Counsel, or by the Settlement Administrator in this regard. Named Plaintiff and PAGA Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

60. Taxes or Penalties Assessed. Named Plaintiff will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Defendants, Defense Counsel, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

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

62. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

63. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties’ settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

64. Amendment or Modification. This Agreement may be amended or modified only

by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

65. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendants represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendants. Named Plaintiff represents and warrants that he is authorized to sign this Settlement Agreement and that he has not assigned any claim covered by this Settlement Agreement to a third party.

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

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

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

69. Execution and Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed to be one and the same instrument.

70. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Agreement.

71. Waiver of Certain Appeals. In the event the Court grants Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement except as to the right to appeal Attorneys' Fees and Attorneys' Costs in the event it is not approved as described above.

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

73. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or

constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

74. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

75. Publicity. Named Plaintiff will not communicate the fact of, or the terms of, this Agreement to members of the press, including to Verdicts and Settlements. The Parties and their attorneys also agree not to publish the fact of, or terms of, this Settlement or any related information on their website, for advertising purposes and/or in publication materials generally available to the public

76. If any deadline obligation to do anything set forth or provided for in this Agreement falls on a weekend or holiday, that deadline or obligation shall be extended until the next business day.

It is hereby agreed.

Dated: 12/14/2023

NAMED PLAINTIFF

By 
JUAN ANGULANO

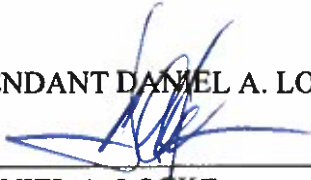
Dated: _____

DEFENDANT KANA PIPELINE, INC.

By 
Name: Peter S. Burns
Title: CEO

Dated: _____

DEFENDANT DANIEL A. LOCKE

By 
DANIEL A. LOCKE

APPROVED AS TO FORM:

Dated: 12/28/23

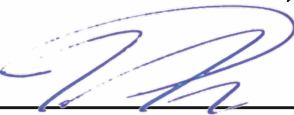
CROSNER LEGAL, PC

By 
Chad Saunders
Jamie Serb
For Named Plaintiff Juan Anguiano

APPROVED AS TO FORM

Dated: 12/28/23

LITTLER MENDELSON, P.C.

By 
James Hart
Timothy M. Wojcik
For Defendants Kana Pipeline, Inc. and Daniel A.
Locke