

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Joint Stipulation and Settlement Agreement is made by and between Plaintiffs Carl Thieroff, Joshua Kahane, and Phillip Walton (collectively, “**Plaintiffs**”) and Defendant Marine Spill Response Corporation (“**MSRC**”). This Agreement refers to Plaintiffs and MSRC collectively as “**Parties**” or individually as “**Party**.”

I. DEFINITIONS

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

- A. **Action:** Plaintiffs’ lawsuit alleging wage and hour violations against MSRC captioned *Thieroff, et al. v. Marine Spill Response Corporation*, Case No. 2:21-cv-06075-GW-MRW, initiated on May 14, 2021 in the Superior Court of the State of California, County of Los Angeles and timely removed to the United States District Court, Central District of California – Western Division.
- B. **Administration Costs:** The costs incurred by the Settlement Administrator to administer this Settlement, which are estimated to be \$3,000.00. All Administration Costs shall be paid from the Qualified Settlement Fund.
- C. **Aggrieved Employees:** All persons currently or formerly employed by MSRC in the State of California as non-exempt Responders, or as other non-exempt response-related employees in a position with similar job duties and/or titles, at any time during the PAGA Period.
- D. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement:** The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- E. **Attorney Fee Award:** The amount, not to exceed one-third (33.33%) of the Gross Fund Value or \$108,333.33, finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Qualified Settlement Fund and will not be opposed by MSRC.
- F. **Class:** All persons currently or formerly employed by MSRC in the State of California as non-exempt Responders, or as other non-exempt response-related employees in a position with similar job duties and/or titles, at any time during the Class Period.
- G. **Class Counsel:** David R. Markham, Maggie K. Realin and Lisa Brevard of the Markham Law Firm and Richard E. Quintilone of Quintilone & Associates.
- H. **Class Member:** Each person eligible to participate in this Settlement who is a member of the Class as defined above.

- I. Class Notice or Notice:** The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
- J. Class Period:** The period from May 14, 2017 to the later of December 31, 2023 or the date of Preliminary Approval of the Settlement.
- K. Class Representatives or Plaintiffs:** Plaintiffs Carl Thieroff, Joshua Kahane, and Phillip Walton.
- L. Class Representative Incentive Payments:** The amount the Court awards to Plaintiffs, for their services as Class Representatives and in consideration for the general releases provided by the Class Representatives under this Agreement. The Class Representative Incentive Payments will not exceed \$10,000.00 for each Class Representative. This payment shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant. This incentive is subject to approval of the Court. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Fund Value for distribution to Participating Class Members.
- M. Cost Award:** The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, which shall not exceed \$15,000.00. The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Fund Value for distribution to Participating Class Members.
- N. Counsel for Defendant:** Attorneys Howard M. Knee, Caitlin I. Sanders, and Jeffrey Rosenfeld of Blank Rome LLP.
- O. Court:** United States District Court, Central District of California – Western Division, in the Action captioned *Thieroff, et al. v. Marine Spill Response Corporation*, Case No. 2:21-cv-06075-GW-MRW.
- P. Defendant or MSRC:** Marine Spill Response Corporation.
- Q. Effective Final Settlement Date:** The “Effective Final Settlement Date” of the Settlement will be the date upon which both of the following have occurred: (i) final approval of the Settlement is granted by the Court and (ii) the Court’s Judgment approving the Settlement becomes Final. “Final” shall mean the latest of: (i) the date final approval of the Settlement is granted by the Court and there was no objection to the Settlement, or the objection was filed and then withdrawn; (ii) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review with the California Supreme Court or other court in California assuming jurisdiction of this matter; (iii) if a petition for review is filed, the date of denial of the petition, or if the petition is granted, the date the Court’s Judgment is Final pursuant to such petition; or (iv) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Court’s Judgment. If a timely objection to Settlement is filed (including an objection from the LWDA, and it was

not withdrawn, “Effective Final Settlement Date” shall be the later of: (a) the date on which the time for all appeals relating to objections to the Settlement and the Final Approval Order has expired; or (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its decision denying any petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment. Provided, however, if the LWDA has commenced an investigation or issued a Citation prior to the Effective Final Settlement Date, as determined under the forgoing definition, the Effective Final Settlement Date will be extended to the date that the LWDA concludes its investigation or resolves the Citation (whichever is later), or if the LWDA objects to the Settlement, the date when the LWDA’s objection to the Settlement is resolved and no longer appealable.

- R. Final Judgment or Final Approval:** The final order entered by the Court finally approving this Agreement.
- S. Gross Fund Value or GFV:** The total value of the Settlement is a non-reversionary \$325,000. This is the gross amount Defendant can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Fund Value to be paid to Participating Class Members; (2) Attorney Fee Award and Cost Award to Class Counsel for attorneys’ fees and costs, as approved by the Court; (3) the Class Representative Incentive Payment paid to the three Class Representatives, as approved by the Court; (4) Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to Aggrieved Employees, as approved by the Court. No portion of the Gross Fund Value will revert to Defendant for any reason. Defendant will pay any employer-side payroll taxes due on the wages portion of the settlement in addition to the Gross Fund Value.
- T. Individual PAGA Payment:** The amount payable to each Aggrieved Employee under the terms of this Settlement Agreement. Aggrieved Employees are not required to submit a claim form to receive their Individual PAGA Payment pursuant to this Agreement. Rather, Aggrieved Employees will receive an Individual PAGA Payment automatically, without the return of a claim form.
- U. Individual Settlement Payment(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Payments pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Payment automatically, without the return of a claim form.
- V. LWDA:** California Labor and Workforce Development Agency.
- W. Net Fund Value or NFV:** The total amount of money available for payout to Participating Class Members, which is the GFV less the Attorney Fee Award, Cost Award, Class Representative Incentive Payments, the PAGA Payment, and Administration Costs. In other words, the NFV is the portion of the GFV that will be distributed to Class Members who do not request exclusion from the Settlement.

- X. **PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 et seq.).
- Y. **PAGA Action:** Plaintiffs' PAGA claims as pled in their respective First Amended Complaint, Second Amended Complaint, Third Amended Complaint, Fourth Amended Complaint, and PAGA letter, dated May 14, 2021.
- Z. **PAGA Payment:** The PAGA Payment consists of \$13,000.00 of the GFV allocated to satisfy the PAGA penalties claim as alleged in the First Amended Complaint, Second Amended Complaint, Third Amended Complaint, Fourth Amended Complaint, and PAGA letter, dated May 14, 2021. Seventy-five percent (75%) of the PAGA Payment (\$9,750.00) shall be paid to the LWDA, and twenty-five percent (25%) (\$3,250.00) of the PAGA Payment shall be paid to the Aggrieved Employees.
- AA. **PAGA Period:** The period from August 18, 2020 to the later of December 31, 2023 or the date of Preliminary Approval of the Settlement.
- BB. **PAGA Released Claims:** All Aggrieved Employees will release and discharge the Released Parties from any and all claims and causes of action under PAGA that were asserted in the Complaint, First Amended Complaint, Second Amended Complaint, Third Amended Complaint, Fourth Amended Complaint, and/or May 14, 2021 letter to the LWDA pursuant to PAGA, or which could have been asserted, based on the factual allegations and claims therein, that arose during the PAGA Period.
- CC. **Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
- DD. **Parties:** Plaintiffs Karl Thieroff, Joshua Kahane, and Phillip Walton as individuals and as Class Representatives, and Defendant Marine Spill Response Corporation.
- EE. **Preliminary Approval or Preliminary Approval Order:** The Court's order preliminarily approving the proposed Settlement.
- FF. **Qualified Settlement Fund or QSF:** A fund within the meaning of Treasury Regulation § 1.46B-1, 26 C.F.R. § 1.468B-1 et seq., that is established by the Settlement Administrator for the benefit of Participating Class Members, Aggrieved Employees, Plaintiffs, and Class Counsel.
- GG. **Released Claims:** All Class Members who have not opted out will release and discharge the Released Parties from all claims, demands, rights, liabilities and causes of action that were pled in the initial Complaint, First Amended Complaint, Second Amended Complaint, Third Amended Complaint, Fourth Amended Complaint, and/or letter to the LWDA pursuant to PAGA, or which could have been asserted based on the factual allegations and claims therein, that arose during the Class Period and/or PAGA Period, including but not limited to the following claims: (1) failure to pay overtime compensation; (2) failure to pay minimum and/or

regular wages; (3) failure to pay reporting time pay; (4) failure to pay on-call pay; (5) failure to pay wages for all hours worked; (6) failure to provide meal periods; (7) failure to provide rest breaks; (8) failure to pay wages due and payable twice monthly; (9) failure to timely pay wages upon termination of employment; (10) failure to provide accurate itemized wage statements; (11) failure to reimburse necessary business expenses; (12) unlawful competition and unlawful business practices; and (13) civil penalties pursuant to PAGA.

HH. Released Parties: Defendant and any of its past, present and future parents, members, subsidiaries, and affiliates, and their officers, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, assigns, or legal representatives.

II. Response Deadline: Forty-five (45) calendar days from the initial mailing of the Class Notice, unless extended by remailing in the event the mailing is returned as undeliverable and subsequently remailed. In that case, the Response Deadline will be either the duration of the remaining 45-day notice period, or fourteen (14) calendar days from the date of remailing, whichever is longer.

JJ. Settlement Administration: The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Settlement Administrator will mail the Class Notice by first class U.S. mail to all current employee Class Members at the address Defendant has on file for those Class Members and to all former employee Class Members at the address resulting from the skip trace. The Class Notice will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive the Class Notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment. Additional responsibilities of the Settlement Administrator are set forth in Section III.I.

KK. Settlement Administrator: The third party administrator agreed upon by Parties to administer this Settlement is ILYM Group, Inc.

II. RECITALS

A. On May 14, 2021, Plaintiffs Carl Thieroff and Joshua Kahane filed their initial class action Complaint in Los Angeles Superior Court (Case No. 21STCV18445), which was timely removed to the United States District Court, Central District of California (Case No. 2:21-cv-06075-DMG-MRW) on July 27, 2021 based on diversity jurisdiction and Section 301(a) LMRA preemption. In their initial Complaint, Plaintiffs Carl Thieroff and Joshua Kahane alleged causes of action for (1) Failure to Pay Overtime Compensation; (2) Failure to Pay Wages for Hours Worked; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay Reporting Time Pay; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Pay Wages Due and Payable Twice Monthly; (8)

Failure to Pay Wages Upon Termination of Employment; and (9) Unlawful Competition and Unlawful Business Practices.

- B.** On May 14, 2021, Plaintiffs Carl Thieroff and Joshua Kahane provided notice to the LWDA of the alleged Labor Code violations pursuant to California Labor Code § 2699.3, including without limitation, the following: California Labor Code §§ 201-204, 210, 218, 218.6, 226, 226.7, 510-512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199; California Business and Professions Code §§ 17200-17208; California Code of Regulations, Title 8, section 11000 *et seq.*; and the applicable Industrial Welfare Committee Wage Orders (Case No. LWDA-CM-832334-21).
- C.** On October 22, 2021, Plaintiffs Carl Thieroff and Joshua Kahane filed their First Amended Complaint (“**FAC**”). In their FAC, Plaintiffs Carl Thieroff and Joshua Kahane alleged causes of action for (1) Failure to Pay Overtime Compensation; (2) Failure to Pay Wages for Hours Worked; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay Reporting Time Pay; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Pay Business Expenses; (8) Failure to Pay Wages Due and Payable Twice Monthly; (9) Failure to Pay Wages Upon Termination of Employment; (10) Unlawful Competition and Unlawful Business Practices; and (11) Penalties under PAGA.
- D.** On June 27, 2022, Plaintiffs Carl Thieroff, Joshua Kahane, and Phillip Walton filed their Second Amended Complaint (“**SAC**”). In their SAC, Plaintiffs alleged causes of action for (1) Failure to Pay Regular and/or Minimum Wages for All Hours Worked; (2) Failure to Pay Reporting Time Pay; (3) Failure to Provide Accurate Itemized Wage Statements; (4) Failure to Pay Necessary and Incurred Business Expenses; (5) Failure to Pay Wages Due Twice Monthly; (6) Unlawful Competition and Unlawful Business Practices; and (7) Penalties under PAGA.
- E.** On July 15, 2022, Plaintiffs Carl Thieroff, Joshua Kahane, and Phillip Walton filed their Third Amended Complaint (“**TAC**”). In their TAC, Plaintiffs alleged causes of action for (1) Failure to Pay Regular and/or Minimum Wages for All Hours Worked; (2) Failure to Pay Reporting Time Pay; (3) Failure to Provide Accurate Itemized Wage Statements; (4) Failure to Pay Necessary and Incurred Business Expenses; (5) Failure to Pay Wages Due Twice Monthly; (6) Unlawful Competition and Unlawful Business Practices; and (7) Penalties under PAGA.
- F.** On April 20, 2023, Plaintiffs Carl Thieroff, Joshua Kahane, and Phillip Walton filed their Fourth Amended Complaint (“**4AC**”). In their 4AC, Plaintiffs alleged causes of action for (1) Failure to Pay Regular and/or Minimum Wages for All Hours Worked; (2) Failure to Provide Accurate Itemized Wage Statements; (3) Failure to Pay Necessary and Incurred Business Expenses; (4) Failure to Pay Wages Due Twice Monthly; (5) Unlawful Competition and Unlawful Business Practices; and (6) Penalties under PAGA.
- G.** On August 7, 2023, the Parties participated in an all-day mediation presided over by Michael Young, which led to this Agreement to settle the Action. Prior to

mediation, Plaintiffs obtained, through informal discovery, Defendant's policies and procedures during the Class Period, Plaintiffs' personnel records and employee files, and data concerning the Class and Aggrieved Employees, including average hourly earnings, a sampling of time records and payroll records, as well as the relevant number of pay periods and workweeks at issue.

- H. Benefits of Settlement to Class Members.** Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiffs and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.
- I. Defense Reasons for Settlement.** Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of the defense have been and, unless this Settlement is made, will continue to be, devoted to the defense of the claims asserted by Plaintiffs through trial and through any possible appeals. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- J. Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class treatment. Defendant asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiffs can serve as adequate Class Representatives except for purposes of settlement. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Fund Value.** Subject to the terms and conditions of this Agreement, the maximum Gross Fund Value that Defendant is obligated to pay under this Settlement Agreement is \$325,000.00. Defendant will pay any employer-side payroll taxes on the wages portion of the settlement in addition to the GFV.

- B. Notice to the Labor and Workforce Development Agency (“LWDA”).** On May 14, 2021, Plaintiffs Carl Thieroff and Joshua Kahane filed and served their Notice of Labor Code Violations Pursuant to Labor Code § 2699.3. Thus, Plaintiffs have satisfied their notice obligations under the PAGA.
- C. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
- D. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiffs and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and liability.
- E. Appointment of Class Representatives.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiffs Carl Thieroff, Joshua Kahane, and Phillip Walton shall be appointed as the representatives for the Class.
- F. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
- G. Individual Settlement Payment.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Payment from the Net Fund Value to each Participating Class Member.
- 1. Individual Settlement Payment Calculation.** Each Participating Class Member will receive a proportionate share of the Net Fund Value that is equal to (i) the number of weeks he or she worked based on the Class data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class data, which is then multiplied by the Net Fund Value. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member’s Individual Settlement Payment ties directly to the amount of weeks that he or she worked.
 - 2. Tax Withholdings.** Each Participating Class Member’s gross settlement award will be apportioned as follows: 20% to wages, and 80% to interest, unreimbursed business expenses, and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and

shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. The employee share of payroll tax withholdings shall be taken from each persons' Individual Settlement Payment.

3. **Individual PAGA Payment Calculation.** Each Aggrieved Employee will receive a proportionate share of twenty-five percent (25%) of the PAGA Payment that is equal to (i) the number of pay periods he or she worked during the PAGA Period based on the data provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period based on the same data, which is then multiplied by the twenty-five percent (25%) of the PAGA Payment. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual PAGA Payment ties directly to the amount of pay periods that he or she worked.

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

1. **To the Plaintiffs, Carl Thieroff, Joshua Kahane, and Phillip Walton.** In addition to their Individual Settlement Payments, and subject to the Court's approval, each Plaintiff Carl Thieroff, Plaintiff Joshua Kahane, and Plaintiff Phillip Walton will receive up to \$10,000.00 as a Class Representative Incentive Payment. The Settlement Administrator will pay the Class Representative Incentive Payments out of the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative Incentive Payments. An IRS Form 1099 will be issued to each Plaintiff with respect to his Class Representative Incentive Payment. In the event the Court does not approve the entirety of the application for the Class Representative Incentive Payments, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff, the difference shall become part of the NFV and be available for distribution to Participating Class Members.
2. **To Class Counsel.** Class Counsel will apply to the Court for a total Attorney Fee Award not to exceed thirty-three and one-third percent (33.33%) or \$108,333.33 of the GFV and a Cost Award, based on documented out-of-pocket litigation expenses, not to exceed \$15,000.00.

The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the GFV. The Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NFV and be available for distribution to Participating Class Members.

3. **To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Payment. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes, which Defendant's portion shall be paid by Defendant separate and apart from the GFV, and forward those amounts to the appropriate taxing authorities.
4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court, which are estimated to be \$3,000.00. This will be paid out of the Qualified Settlement Fund. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NFV and be available for distribution to Participating Class Members.
5. **To Participating Class Members and Aggrieved Employees.** The Settlement Administrator will pay Participating Class Members and Aggrieved Employees according to the Individual Settlement Payment and Individual PAGA Payment calculations set forth above. All payments to Participating Class Members and Aggrieved Employees shall be made from the Qualified Settlement Fund.

- I. **Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree that ILYM Group, Inc. shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice to the Putative Class Members; keeping track of any objections or requests for exclusion from Class Members; performing skip traces and remailing Notices and Individual Settlement Payments to Class Members; calculating any and all payroll tax

deductions as required by law; calculating each Class Member's Individual Settlement Payment; calculating each Aggrieved Employee's Individual PAGA Payment; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing Individual Settlement Payments to Participating Class Members; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members and Plaintiffs with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the State Controller's Office in the name of the Settlement Class member under the unclaimed Property Laws; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in ILYM Group, Inc. or otherwise have a relationship with ILYM Group, Inc. that could create a conflict of interest.

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

1. No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended); and
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.

K. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

- a) Plaintiffs will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice as soon as practicable but not to exceed forty-five (45) days after full execution of this Agreement.

- b) At the Preliminary Approval hearing, the Plaintiffs will support the granting of the motion and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.
- c) If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement (other than as provided below), the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, the Court's determination of the amounts of the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Incentive Payments shall be final and binding, and the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Incentive Payments shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiffs' or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Incentive Payments.

2. Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:

- a) Within fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic database, which will list for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) hire and termination dates; (5) the total number of weeks during which the Class Member performed any actual work during the Class Period as a member of the Class; and (6) the total of weeks during which the Aggrieved Employed performed any actual work during the PAGA Period ("**Database**"). If any of this information is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a skip trace for the address of all former Defendant employee Class Members.

The Database shall be based on Defendant's payroll, personnel, and other business records. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential.

- b) Within ten (10) business days after receipt of this information from Defendant, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by Defendant and the results of the skip trace performed on all former Defendant employee Class Members.
- c) If a Class Notice is returned because of an incorrect address, within five (5) days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Class Notice shall be re-mailed to the original address. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.
- d) The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion received.
- e) No later than seven (7) days after the Response Deadline (or sooner upon request of the Parties), the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel concurrently with the Final Approval motion. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any

material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement.** The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing, and must have the objection signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline.
- a) **Format.** Any written objections shall: (i) state the objecting person's full name, address, and telephone number; (ii) state the words "Notice of Objection"; (iii) describe, in clear and concise terms the basis for the objection; (iv) state whether the Class Member intends to appear at the Final Approval Hearing; and (v) be signed by the objecting person or the objecting person's lawful representative. If the objecting person intends to use any document(s) to support the objection, a copy of the document(s) should be included with the written objection at the time of submission.
 - b) **Notice of Intent to Appear.** Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. Anyone wishing to appear at the Final Approval hearing to discuss concerns or objections to the Settlement shall be permitted to do so, whether or not they submit a written objection.
 - c) **Filing Objection and Response.** The Settlement Administrator shall forward a copy of any written objections and/or supporting documentation that it receives to both Class Counsel and Defendant's Counsel within two (2) business days of receipt. Settlement Class Counsel shall lodge a copy of any objection with the Court. Plaintiffs and/or Defendant may file responses to any properly filed objections at least five (5) court days before the date of the Final Approval hearing.
4. **Request for Exclusion from the Settlement ("Opt-Out").** The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement (language such as "I wish to opt-out of the MSRC Class Action Settlement"); (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

- a) **Confirmation of Authenticity.** If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Payment. However, a Class Member who opts-out of the class action settlement, will still receive an Individual PAGA Payment and be bound by the PAGA Release. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Payment, and will be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.
 - b) **Report.** No later than five (5) business days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
 - c) **Defendant's Option to Terminate.** If more than eight (8) of the Class Members submit timely and valid requests for exclusion, Defendant, at its sole option, may nullify the settlement within thirty (30) days of learning that eight (8) or more of the Settlement Class Members timely and properly requested exclusion from the Settlement. If Defendant elects to exercise this option, it shall be solely responsible for any costs and fees incurred by the Settlement Administrator up to the maximum of \$3,000.00.
5. **No Solicitation of Objection or Requests for Exclusion.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.
6. **Disputes Regarding Individual Settlement Payments.** Class Members will have the opportunity, should they disagree with Defendant's records regarding the eligible workweeks attributed to them as stated on their Notice of Class Action Settlement, to provide documentation and/or an explanation

to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Members and the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

7. **Confidentiality Prior to Preliminary Approval.** Plaintiffs, Class Counsel, Defendant, and Counsel for Defendant separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter, if applicable; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. In addition, each Party agrees that Defendant may disclose the terms and conditions internally within MSRC and externally to Marine Preservation Association, all of whom will be instructed to keep this Agreement confidential. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Counsel for Defendant separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, nor does it restrict the Parties' ability to prepare and file the Motion for Preliminary Approval and all supporting documents.

8. **Motion for Final Approval.**

- a) Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1)

the Attorney Fee Award; (2) the Cost Award; (3) Administration Costs; (4) the Class Representative Incentive Payments; and (5) the PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Class Members who do not opt out of the Settlement.

- b) If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Fund Value or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiffs and Class Counsel for the Class Representative Incentive Payments, Attorney Fee Award, or Cost Award will not constitute a material modification to the Settlement within the meaning of this paragraph.
- c) Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing Settlement Administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.

9. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

10. Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not

fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Fund Value, an alteration in the calculation of the Net Fund Value, and any change to the calculation of the Individual Settlement Payment. A material modification would not include any alteration of the Attorney Fee Award, the Cost Award, the Class Representative Incentive Payments, or the Administration Costs.

11. Disbursement of Settlement Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The maximum amount Defendant can be required to pay under this Settlement for any purpose is the Gross Fund Value (in addition to employer-side payroll taxes). The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the Gross Fund Value. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel.

- a) **Funding the Settlement:** No later than fifteen (15) business days after the Effective Final Settlement Date, Defendant shall pay the Gross Fund Value of Three Hundred and Twenty-Five Thousand Dollars (\$325,000) into the Qualified Settlement Fund set up by the Settlement Administrator by wiring the funds. Defendant shall also at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Members' Individual Settlement Payment.
- b) **Disbursement:** Within seven (7) business days after the Settlement is funded, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Payments, the Attorney Fee Award, the Cost Award, the Class Representative Incentive Payments, the PAGA Payment, and the Administration Costs. The Settlement Administrator will forward a check for 75% of the PAGA Payment to the LWDA for settlement of the PAGA claim. After such payment, Defendant shall have no liability for PAGA claims by or on behalf of Participating Class Members during the Class Period, which are released under this Agreement.
- c) **QSF:** The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.468B-1, 26 C.F.R. § 1.468B-1 et seq., and will be administered by the Settlement Administrator as such. The Parties

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

- 12. Uncashed Checks.** Participating Class Members must cash or deposit their Individual Settlement Payment checks within one hundred and eighty (180) calendar days after the checks are mailed to them. If any checks remain uncashed or not deposited by the expiration of the check cashing period, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Payment(s) to the State Controller's Office in the name of each involved Settlement Class member under the unclaimed Property Laws.
- 13. Final Report by Settlement Administrator.** Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.
- 14. Defendant's Legal Fees.** Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Fund.
- L. Release of Claims.** As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion are deemed to have released the Released Parties from the Released Claims. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Claims. In addition, as of the Effective Final Settlement Date, Aggrieved Employees are deemed to have released the Released Parties from the PAGA Released Claims. Aggrieved Employees agree not to sue or otherwise make a claim against any of the Released Parties for any of the PAGA Released Claims.
- M. Plaintiffs' Release of Claims and General Release.** As of the Effective Final Settlement Date, and in exchange for the Class Representative Incentive Payment to the Plaintiffs in an amount not to exceed \$10,000.00 each, in recognition of their work and efforts in obtaining the benefits for the Class, and undertaking the risk for the payment of costs in the event this matter had not successfully resolved, Plaintiffs also give the following general release of claims for themselves and their respective spouse, heirs, successors and assigns, and forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of their signature on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract,

equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint, First Amended Complaint, Second Amended Complaint, Third Amended Complaint, Fourth Amended Complaint, or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Defendant, the separation of such employment (if applicable), or any other act, omission or event occurring between the Parties at any time prior to the date Employee executes this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act, the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs ("Plaintiffs' General Release"). Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs'

Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. This release excludes any release of any claims not permitted to be released by law.

- N. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- O. Miscellaneous Terms.**

- 1. No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiffs' and Defendant's willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- 2. No Effect on Employee Benefits.** The Class Representative Incentive Payments and/or Individual Settlement Payments paid to Plaintiffs and Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacation, holiday pay, retirement plans, etc.) of Plaintiffs or the Participating Class Members. The Parties agree that any Class Representative Incentive Payments and/or Individual Settlement Payments paid to Plaintiffs or the Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiffs' or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any

Class Representative Incentive Payments shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

3. **No Solicitation of Individual Settlements.** Defendant and its Counsel agree that until and unless the Court does not grant Final Approval of the Settlement and/or the Settlement Agreement becomes null and void, Defendant and its Counsel will not attempt to procure any individual settlements from the Class Members, though Defendant can settle individual claims asserted against it, if any. Should this clause be violated, Plaintiffs reserve the right to terminate the Settlement Agreement. Plaintiffs and their counsel agree that until and unless the Court does not grant Final Approval of the Settlement and/or the Settlement Agreement becomes null and void, Plaintiffs and their counsel shall not attempt to procure from Class Members any requests for exclusion from the Settlement. Should this clause be violated, Defendant reserves the right to terminate the Settlement Agreement.
4. **Non-Disclosure and Non-Publication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class Members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. Class Counsel agree to discuss the terms of this Settlement only in declarations submitted to a court to establish their adequacy to serve as class counsel, in declarations submitted to a court in support of motions for preliminary approval, final approval, for attorneys’ fees/costs, and any other pleading filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. No Court filing will be circulated by Class Counsel nor will Class Counsel post such pleadings on any website. However, this paragraph does not preclude the Settlement Administrator from posting the settlement documents on the case settlement website.
5. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

6. **Authorization to Enter Into Settlement Agreement.** Class Counsel and Counsel for Defendant warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
7. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
8. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, including the deadline for Defendant to file a response to Plaintiffs' Fourth Amended Complaint, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court. In addition, the Parties agree to execute a stipulation to be filed with the Court seeking an extension of the deadline for Defendant to file a responsive pleading as to Plaintiffs' Fourth Amended Complaint, including the deadline to file a motion to dismiss, for thirty (30) days following review of the Settlement by the Court.
9. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
10. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
11. **No Prior Assignment.** Plaintiffs hereby 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 rights herein released and discharged.

12. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
13. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
14. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.
15. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents.
16. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement as valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

17. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
18. **Escalator Clause.** On or around August 7, 2023, during mediation, Defendant represented to Plaintiffs that the Class Members will have worked an estimated 14,127 workweeks during the period from May 14, 2017 to December 31, 2023. If the actual workweeks through December 31, 2023 is more than 10% greater than this number, Defendant shall have the option to pay a pro rata amount for each additional workweek or have the Class Period end on the date on which the 10% is reached. If the actual workweeks through December 31, 2023 do not exceed 14,127 plus 10% prior to Court approval, then this escalation clause is not triggered and Defendant will not have to pay any additional amount under this clause.
19. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or electronically submitted PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY THE PARTIES AND COUNSEL.

The Parties and their counsel execute this Agreement.

DATED: Oct 4, 2023 CARL THIEROFF

By: 
Carl Thieroff

DATED: Sep 28, 2023 JOSHUA KAHANE

By: 
Joshua Kahane

DATED: Sep 28, 2023

PHILLIP WALTON

By: 
Phillip Walton

DATED: October 5, 2023

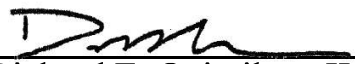
MARINE SPILL RESPONSE CORPORATION

By: 
Regina Pace
Vice President and General Counsel

Approved as to Form:

DATED: October 4, 2023

QUINTILONE & ASSOCIATES and
THE MARKHAM LAW FIRM

By: 
Richard E. Quintilone II
and
David R. Markham
Maggie Realin
Lisa Brevard
Attorneys for Plaintiffs
CARL THIEROFF, JOSHUA KAHANE, AND
PHILLIP WALTON

DATED: 10/4/2023

BLANK ROME LLP

By: 

Howard M. Knee
Caitlin I. Sanders
Jeffrey Rosenfeld
Attorneys for Defendant
MARINE SPILL RESPONSE CORPORATION

EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
Carl Thieroff, et al. v. Marine Spill Response Corporation
Case No. 2:21-cv-06075-GW-MRW

NOTICE OF CLASS ACTION
SETTLEMENT

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

TO: All persons currently or formerly employed by Marine Spill Response Corporation (“MSRC”) in the State of California as non-exempt Responders, or as other non-exempt response-related employees in a position with similar job duties and/or titles, any time during the period from May 14, 2017 to [Insert Date].

The United States District Court, Central District of California has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All persons currently or formerly employed by MSRC in the State of California as non-exempt Responders, or as other non-exempt response-related employees in a position with similar job duties and/or titles, any time during the period from May 14, 2017 to [Insert Date].

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

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

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?
Page 2
2. What Is This Case About?
Page 2
3. Am I a Class Member?
Page 3
4. How Does This Class Action Settlement Work?
Page 3
5. Who Are the Attorneys Representing the Parties?
Page 4
6. What Are My Options?
Page 4
7. How Do I Opt Out or Exclude Myself From This Settlement?
Page 5
8. How Do I Object to the Settlement?
Page 6
9. How Do I Dispute the Number of Workweeks I am Attributed?
Page 6
10. How Does This Settlement Affect My Rights?
Page 7
11. How Much Can I Expect to Receive From This Settlement?
Page 7
12. How Will the Attorneys for the Class and the Class Representative Be Paid?
Page 8
13. How Can I Obtain More Information?
Page 8

1. Why Have I Received This Notice?

MSRC's records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described below, from May 14, 2017 to [Insert Date] (the "Class Period").

A Preliminary Approval Hearing was held on [Insert Date], in the United States District Court, Central District of California. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing] at [time a.m./p.m.], before Judge George H. Wu, located at 350 West 1st Street, Los Angeles, CA, 90012, Courtroom 9D, 9th Floor.

2. What Is This Case About?

The action entitled *Carl Thieroff, et al. v. Marine Spill Response Corporation* was commenced by Plaintiffs Carl Thieroff, Joshua Kahane, and Phillip Walton in the Los Angeles County Superior Court (Case No. 21STCV18445) on May 14, 2021 and was then removed to the United States District Court, Central District of California (Case No. 2:21-cv-06075-DMG-MRW) on July 27, 2021. Plaintiffs Carl Thieroff, Joshua Kahane, and Phillip Walton are referred to as a "Plaintiff" or the "Plaintiffs." Plaintiffs' action against MSRC as alleged in their initial Complaint and/or amended Complaints sought damages, restitution, penalties, interests, costs and attorney's fees and other relief based on the following alleged causes of action: (1) Failure to Pay Overtime Compensation; (2) Failure to Pay Wages for Hours Worked; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay Reporting Time Pay; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Pay Business Expenses; (8) Failure to Pay Wages Due and Payable Twice Monthly; (9) Failure to Pay Wages Upon Termination of Employment; (10) Unlawful Competition and Unlawful Business Practices; and (11) Penalties under the Private Attorney General Act.

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

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

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

3. *Am I A Class Member?*

You are a Class Member if you are currently or were formerly employed by MSRC in the State of California as a non-exempt Responder, or as a non-exempt response-related employee in a position with similar job duties and/or a similar title (“Covered Position”), any time during the period from May 14, 2017 to **[Insert Date]** (“Class Period”).

4. *How Does This Class Action Settlement Work?*

In this Action, Plaintiffs sued on behalf of themselves and all other similarly situated employees who were employed by MSRC in a Covered Position during the Class Period. Plaintiffs and these other current and former employees comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members (as defined in Section No. 10 below), except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth in Section 7 below.

Plaintiffs and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Plaintiffs’ counsel, whose contact information is below, and they will provide you with an electronic copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiffs and the Class	Attorneys for Marine Spill Response Corporation
QUINTILONE & ASSOCIATES Richard E. Quintilone II Req@Quintlaw.com 22974 El Toro Road, Suite 100 Lake Forest, CA 92630 Telephone: (949) 458-9675 Facsimile: (949) 458-9679 THE MARKHAM LAW FIRM David R. Markham Dmarkham@Markham-Law.com Maggie K. Realin Mrealin@Markham-Law.com Lisa R. Brevard Lbrevard@Markham-Law.com 888 Prospect Street, Suite 200 La Jolla, CA 92037 Telephone: (619) 399-3995 Facsimile: (619) 615-2067	BLANK ROME LLP Howard M. Knee howard.knee@blankrome.com Caitlin I. Sanders caitlin.sanders@blankrome.com Jeffrey Rosenfeld jeffrey.rosenfeld@blankrome.com 2029 Century Park East, 6th Floor Los Angeles, CA 90067 Telephone: (424) 239-3400 Facsimile: (424) 239-3414

The Court has decided that Quintilone & Associates and The Markham Law Firm are qualified to represent you and all other Class Members simultaneously.

Plaintiffs' Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

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

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

- **DO NOTHING:** If you do nothing and the Court grants final approval of the

Settlement, you will become part of this lawsuit and may receive an Individual Settlement Payment based on the total number of workweeks you were employed in a Covered Position during the Class Period. You will release all of the Released Claims, as defined in Section No. 10 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 10 below.

- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class Action portion of this Settlement. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Payment and you will not give up the right to sue the Released Parties, including MSRC, for any the Released Claims as defined in Section No. 10 below. However, even if you choose to “opt out” of the class action portion of the settlement, you will still receive an Individual PAGA Payment and will release the PAGA claims under this Settlement.
- **OBJECT:** You may mail a legal objection to the proposed settlement. If you would like to object, you may not opt out of this Settlement.
- **DISPUTE:** Settlement amounts will be based on the number of eligible workweeks that you worked in a Covered Position during the Class Period. If you believe that MSRC’s records regarding your eligible workweeks are incorrect then you may dispute your workweeks by informing the Settlement Administrator, ILYM.

The procedures for opting out, objecting, and submitting a dispute are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement?,” “How Do I Object To The Settlement?,” and “How Do I Dispute the Number of Workweeks I am Attributed?.”

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

If you do not want to take part in the Class Action Settlement, you must mail a written request for exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and last four digits of your social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement, with language such as “I wish to opt out of the MSRC class action settlement”; (c) be addressed to the Settlement Administrator; (d) be signed by you or your lawful representative; and (e) be postmarked no later than **[the Response Deadline]**. You must mail your request for exclusion to the Settlement Administrator at **[address]**.

The Final Judgment entered following approval of the Settlement by the Court will bind all

Class Members who do not request exclusion from the Settlement (“Participating Class Members”).

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

If you are a Class Member who does not opt out of the Settlement (“Settlement Class Member”), you may object to the Settlement, personally or through an attorney, by mailing a written objection to the Settlement Administrator at [address] by [the Response Deadline]. The Objection must: (a) state your full name, address, and telephone number; (b) state the words “Notice of Objection”; (c) describe, in clear and concise terms, the basis for the objection, (d) state whether the Class Member intends to appear at the Final Approval hearing, and (e) be signed by you or your lawful representative. If you intend to use any document(s) to support your objection, a copy of the document(s) should be included with the written objection at the time of submission.

Whether or not a Settlement Class Member submits a written objection, Settlement Class Members will have a right to appear at the Final Approval hearing in order to have their objections heard by the Court. Settlement Class Members may appear at the Final Approval hearing, either in person or through the objector’s own counsel. The Final Approval hearing is currently scheduled for [redacted], at [redacted] a.m./p.m. at 350 West 1st Street, Los Angeles, CA, 90012, Courtroom 9D, 9th Floor.

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

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

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

9. *How Do I Dispute the Number of Workweeks I am Attributed?*

Defendant’s records regarding eligible workweeks, as set forth in section 10 below, shall be presumed correct. Class Members who disagree with Defendant’s records of their eligible workweeks must notify the Settlement Administrator of the dispute and submit documentation and/or an explanation to show contrary information, such as such as W2s, timesheets, work schedules, etc., to the Settlement Administrator at [address] on or before [the Response Deadline].

Class Counsel, Defendant’s Counsel, and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they

are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute.

10. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge MSRC and any of its past, present and future parents, members, subsidiaries, and affiliates, and their officers, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, assigns, or legal representatives ("Released Parties") from the Released Claims.

The Released Claims are as follows: All Class Members who have not opted out will release and discharge the Released Parties from all claims, demands, rights, liabilities and causes of action that were pled in the initial Complaint, First Amended Complaint, Second Amended Complaint, Third Amended Complaint, Fourth Amended Complaint, and/or letter to the LWDA pursuant to PAGA, or which could have been asserted based on the factual allegations and claims therein, that arose during the Class Period and/or PAGA Period, including but not limited to the following claims: (1) failure to pay overtime compensation; (2) failure to pay minimum and/or regular wages; (3) failure to pay reporting time pay; (4) failure to pay on-call pay; (5) failure to pay wages for all hours worked; (6) failure to provide meal periods; (7) failure to provide rest breaks; (8) failure to pay wages due and payable twice monthly; (9) failure to timely pay wages upon termination of employment; (10) failure to provide accurate itemized wage statements; (11) failure to reimburse necessary business expenses; (12) unlawful competition and unlawful business practices; and (13) civil penalties under the Private Attorney's General Act ("PAGA").

However, if you worked in a Covered Position during the period from August 18, 2020 to [Insert Date] ("PAGA Period") and the Court grants final approval of the Settlement, you will still receive a share of the PAGA Payment from the Net Fund Value (defined in Section 11 below) and will be bound by the PAGA release provisions of the Settlement, whether or not you submit a request for exclusion.

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

The total maximum amount that MSRC could be required to pay under this Agreement shall be up to but no more than \$325,000 ("Gross Fund Value" or "GFV").

The "Net Fund Value" or "NFV" means the portion of the Gross Fund Value available for distribution to Class Members after the deduction of (1) the Class Representatives' Incentive Payments to Plaintiffs Carl Thieroff, Joshua Kahane, and Phillip Walton in an amount up to \$10,000.00 each, for prosecution of the Action, and for risks undertaken for the payment of

attorneys' fees and costs; (2) the Administration Costs to the Settlement Administrator, ILYM Group, Inc., in an amount estimated at approximately \$3,000.00; (3) a PAGA Payment of \$13,000.00 ("PAGA Payment"); (4) payment to Class Counsel for Class Counsel fees in an amount not to exceed \$108,333.33 (one-third of the Gross Fund Value) for attorneys' fees; and (5) payment to Class Counsel of a Cost Award in an amount not to exceed \$15,000.00 for litigation costs. All of these payments are subject to court approval. Any employer-side payroll taxes due on the wages portion of the settlement will be paid in addition to the GFV.

After deducting the above-referenced items, the remaining Net Fund Value will be proportionately distributed amongst all Class Members who have not opted out of the Settlement. The Settlement Administrator will calculate the Individual Settlement Payments for Participating Class Members. Each Settlement Class Member will receive a proportionate share of the Net Fund Value that is equal to (i) the number of weeks he or she worked based on the Class data provided by MSRC, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class data, which is then multiplied by the NFV. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Payment ties directly to the amount of weeks that he or she worked.

Although your exact share of the Net Fund Value cannot be precisely calculated until after the notice period concludes, based upon the calculation above, your approximate share of the Net Fund Value, is as follows: \$ [REDACTED], less taxes ("Individual Settlement Payment"). This is based on MSRC records, which show you worked [REDACTED] eligible workweeks in Covered Position(s) covered by this Settlement, during the Class Period.

Twenty percent (20%) of your Individual Settlement Payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Payment only and reported on an IRS Form W-2. The remaining eighty percent (80%) of your Individual Settlement Payment will be treated as penalties, unreimbursed business expenses, and interest and will be paid pursuant to an IRS Form 1099.

In addition to your Individual Settlement Payment, if you worked for MSRC in a Covered Position(s) during the PAGA Period, then you will receive an Individual PAGA Payment. Each eligible employee will receive a proportionate share of twenty-five percent (25%) of the PAGA Payment that is equal to (i) the number of pay periods he or she worked during the PAGA Period based on the data provided by MSRC, divided by (ii) the total number of pay periods worked by all eligible employees during the PAGA Period based on the same data, which is then multiplied by the twenty-five percent (25%) of the PAGA Payment. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual PAGA Payment ties directly to the amount of pay periods that he or she worked.

Based on the calculation above, your Individual PAGA Payment is as follows: \$ [REDACTED]. This is based on MSRC's records, which show you worked [REDACTED] eligible pay periods in a Covered

Position(s) during the PAGA Period.

It is strongly recommended that upon receipt of your Individual Settlement Payment and, if applicable, Individual PAGA Payment check(s), you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Payments(s) to the State Controller's Office in the name of each involved Settlement Class Member under the unclaimed property laws.

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

The attorneys for Plaintiffs and the Class will be paid from the Gross Fund Value. Subject to Court approval, the attorneys for Plaintiffs and the Class shall be paid an amount not to exceed one-third (33.33%) of the Gross Settlement Value (or \$108,333.33) for attorneys' fees and up to \$15,000.00 for verified litigation costs.

MSRC has paid all of its own attorneys' fees and costs.

As set forth in Section No. 11 above, the Plaintiffs will also be paid Class Representative Incentive Payments in recognition to their service to the Class and risks undertaken, subject to Court approval.

13. *How Can I Obtain More Information?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the MSRC class action Settlement.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at 350 West 1st Street, Los Angeles, CA, 90012 between 8:30 a.m. and 4:00 p.m. You may also contact Plaintiffs' counsel, whose contact information is above, and they will provide you with a copy of the electronic versions of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.