

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement" or "Settlement") is reached by and between Plaintiffs Alan Childs and Eduardo Garcia ("Plaintiffs"), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendant Dal Chem, Inc. dba Alex Oil Company ("Defendant"), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the "Parties." Plaintiffs and the Settlement Class are represented by Douglas Han, Shunt Tatavos-Gharajeh and Chancellor Nobles of Justice Law Corporation, (collectively, "Class Counsel"). Defendant is represented by James A. Bowles, Elissa Gysi and Richard S. Zuniga of Hill, Farrer, & Burrill LLP.

On February 10, 2021, Plaintiffs file a Complaint against Defendant in Riverside County Superior Court, in the matter entitled *Alan Childs and Eduardo Garcia as individuals and on behalf of others similarly situated v. Dal Chem, Inc. dba Alexis Oil Company*, Riverside County Superior Court Case No. CVR12100684 (the "Action"). On September 29, 2021, Plaintiffs filed the operative First Amended Complaint adding a cause of action under the Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* ("PAGA"). The FAC's class action causes of action against Defendant allege Labor Code violations for based on Defendant's purported failure to pay for all hours worked (including minimum wages and overtime wages); failure to provide meal periods and pay meal period premiums; and failure to authorize and permit rest periods and pay rest period premiums. The FAC further alleges that Defendant is liable for civil penalties pursuant to PAGA for Labor Code violations based on Defendant's alleged failure to pay for all hours worked (including minimum wages and overtime wages); failure to provide meal periods and pay meal period premiums; failure to authorize and permit rest periods and pay rest period premiums; failure to timely pay wages during employment; failure to pay timely pay wages upon termination of employment; failure to provide complete and accurate wage statements; and failure to reimburse business expenses. As a result of the foregoing alleged violations, Plaintiffs contend that Defendant is further liable to Plaintiffs and the Settlement Class (defined below) because it engaged in unlawful business practices. Defendant denies Plaintiffs' claims.

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of the following Settlement Class:

All current and former hourly employees of Defendant Dal Chem, Inc. dba Alexis Oil Company who worked in California at some time between August 15, 2016 and July 31, 2021.

For purposes of this Settlement Agreement, the "Class Period" shall mean the time period from August 15, 2016 to July 31, 2021.

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiffs and every member of the Settlement Class (except those who timely and properly submit a Request for Exclusion as set forth below) will fully, forever and completely release and discharge Defendant, and its past, present, and future owners, officers, directors, employees, managers, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns (collectively the “Released Parties”), as follows:

- A. Settlement Class Members’ Release: Settlement Class Members and Plaintiffs will release all wage and hour claims for any and all violations of California’s Labor Code and Unfair Competition Law based on the factual allegations alleged in the operative complaint in the Action and plaintiff Alan Childs’s letter dated July 14, 2021 to the Labor Workforce and Development Agency seeking civil penalties for Defendant’s alleged Labor Code violations under California’s Private Attorneys General Act of 2004, Labor Code §§ § 2698 *et seq.* with respect to the following claims: Defendant’s failure to pay for all hours worked (including minimum wages, hourly rate wages, and overtime wages); failure to provide meal periods, failure to authorize and permit rest periods; failure to timely pay wages during employment; failure to timely pay all wages due at the time of termination; failure to provide complete and accurate wage statements; and failure to reimburse business expenses; civil penalties under PAGA based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys’ fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders (collectively, the “Released Claims”).

Except for the claim under the PAGA, the time period of the Settlement Class Members’ Release shall be the same time period as the Class Period.

- B. **Release of PAGA.** Plaintiffs and all Settlement Class Members who were employed by Defendant in California at any time from July 14, 2020 through July 31, 2021 (“PAGA Period”) (hereinafter, the “PAGA Group”), will not have the opportunity to opt out or object to the PAGA Amount, as described below in section 4.B.ii, and/or the release of PAGA claims set forth in this Agreement although the release of PAGA claims will be subject to Court approval. The PAGA claims released by this Settlement Agreement are all claims against the Released Parties for civil penalties that could have been assessed upon and collected from the Released Parties under PAGA, based on the factual allegations in the operative complaint in the Action and plaintiff Alan Childs’s letter dated

July 14, 2021 to the LWDA seeking civil penalties for Defendant's alleged Labor Code violations arising during the PAGA Period ("PAGA Released Claims").

- C. In light of the Class Representative Service Awards, Plaintiffs Alan Childs and Eduardo Garcia each agree to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Notwithstanding the foregoing, Plaintiffs Alan Childs and Eduardo Garcia each understand that this release includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which 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.

- D. Notwithstanding the above, nor anything else in this Settlement, the waiver and release in this Settlement by each Plaintiff does not apply to (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers' compensation claims, pending or otherwise; and (ii) rights or claims arising out of this Settlement.
- E. The releases identified herein shall be effective upon Defendant fully funding the Gross Settlement Amount.

3. **Effective Date.** This Settlement Agreement shall become effective on the latter of: (a) the Court's final approval of the Settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; (c) the final resolution of any appeal that has been filed ("Effective Date"). Defendant agrees to deposit the Gross Settlement Amount with a mutually-selected third party administrator within thirty (30) days after the Effective Date.

4. **Settlement Administrator.** The Parties have agreed to engage Simpluris, Inc. as the "Settlement Administrator" to administer this Settlement. All administrative costs shall be paid from the Gross Settlement Amount. Immediately upon receipt of the Gross Settlement Amount by the Settlement Administrator, these funds shall be transferred into a Qualified Settlement Fund. The Qualified Settlement Fund shall be established by the Settlement Administrator for the benefit of Settlement Class Members, the PAGA Group, Plaintiffs and Plaintiffs' Counsel, and shall be a fund within the meaning of Treasury Regulation §1.46B-1, 26 C.F.R. §1.468B-1 *et seq.*

5. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a "Gross Settlement Amount" of \$187,000 in full and complete settlement of the Action, as follows:

- A. The Gross Settlement Amount is non-reversionary and includes:

- (1) All payments to the Settlement Class Members;
 - (2) All costs of the Settlement Administrator and settlement administration, which shall not exceed \$7,500;
 - (3) A Class Representative Service Award, which shall not exceed \$7,500 to each Plaintiff in recognition of their respective contributions to the Action, their respective services to the Settlement Class, and their release of all claims against the Released Parties. Even in the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiffs shall not have the right to revoke this Settlement Agreement, and this Settlement shall remain binding;
 - (4) Up to thirty-five percent (35%), or \$65,450, of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which shall not exceed \$20,000. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
 - (5) \$10,000 of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or \$7,500 will be payable to the LWDA, and the remaining twenty-five percent (25%), or \$2,500, will be payable to the PAGA Group as the "PAGA Amount," as described below.
- B. Defendant's share of payroll taxes on the portion of the payments designated as wages shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.
- C. **Escalator Clause.** Defendant represents that there are an estimated 4,680 workweeks worked by Class Members in California ("Affected Workweeks") during the Class Period. If the actual number of Affected Workweeks during the Class Period is more than 10% greater than this number (i.e., if there are more than 5,148 Affected Workweeks during the Class Period), Defendant shall increase the Gross Settlement Amount in proportion to the increase in Affected Workweeks over 10% (e.g., if the number of Affected Workweeks in the Class Period is 12% greater than 4,680, Defendant will increase the Gross Settlement Amount by 2%).

6. **Payments to the Settlement Class.** Settlement Class Members are not required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiffs' Class Representative Service

Awards, the Settlement Administrator's fees and expenses for administration, and the amount designated as PAGA civil penalties payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."

- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member's Settlement Award based on the following formula:
- i. Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.
 - ii. PAGA Amount: \$2,500 of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each PAGA Group Member who worked at least one pay period for Defendant during the PAGA Period, shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class Member's number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Settlement Class Members during the PAGA Period.
- C. Within fourteen (14) calendar days following an order from the Court preliminarily approving the parties' Settlement, Defendant will provide the Settlement Administrator with the number of workweeks worked by each Settlement Class Member during the Class Period and the number of pay periods worked by each Settlement Class Member during the PAGA Period.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Sixty-Seven percent (67%) as penalties and interest; and Thirty-Three percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Each Settlement Class Member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- E. Each Settlement Class Member who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class Members and PAGA Group Members whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class Member.
- F. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

7. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of thirty-five percent of the Gross Settlement Amount, which shall not exceed \$65,450. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, which shall not exceed \$20,000 from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. The Settlement Administrator shall pay the Court-approved Attorneys' Fees and Costs to Class Counsel within 21 days of the deposit of the Gross Settlement Amount by Defendant. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

8. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Awards of up to \$7,500 to each Plaintiff for their time and risk in prosecuting this case, their service to the Settlement Class and their release of claims against the Released Parties. The Settlement Administrator shall pay the Court-approved awards to Plaintiffs within 21 days of the deposit of the Gross Settlement Amount by Defendant. The awards will be in addition to each Plaintiff's Settlement Award as a Settlement Class Member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Service Award, Plaintiffs shall not have the right to revoke this Settlement, and it will remain binding.

9. Within 21 days of the deposit of the Gross Settlement Amount by Defendant, the Settlement Administrator will prepare and mail the Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members and to PAGA Group Members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

10. **Settlement Administrator.** Defendant will not object to the appointment of the Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay to the Settlement Administrator up to \$7,500 for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes

payable on the wages, which shall be paid by Defendant separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after the payments to Settlement Class Members have been made by the Settlement Administrator..

11. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall submit this Settlement Agreement and the Preliminary Approval Motion to the LWDA as required by PAGA. Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement and for the purpose of settlement only;
- B. Appointing Justice Law Corporation as Class Counsel for the purpose of settlement only;
- C. Appointing Alan Childs and Eduardo Garcia as Class Representatives for the Settlement Class for the purposes of settlement only;
- D. Approving Simpluris, Inc. as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the (i) the Notice of Pendency of Class Action and Proposed Settlement; (ii) Dispute Regarding Notice of Settlement; (iii) Request for Exclusion Form; and (iv) Objection Form, drafts of which are attached hereto as Exhibits A through D, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

12. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within thirty (30) calendar days after entry of an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, social security numbers, the number of workweeks worked by each Settlement Class Member while employed during the Class Period (the "Class Data"), and the number of pay periods worked by each Settlement Class Member during the PAGA Period (the "PAGA Data"). The Class Data and PAGA Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class Members through the

National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class Member; and (iv) mail a Notice Packet to each Settlement Class Member in English and Spanish at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. Requests for Exclusion. Any Class Member who wishes to opt-out of the Settlement must complete and mail the Request for Exclusion Form, a proposed draft of which is attached hereto as Exhibit C (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
- i. The Notice Packet shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, and telephone number; (2) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement, except the PAGA payment allocated to the Class Member, and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon, except that the Class Member will be bound by the PAGA settlement.
 - ii. Excluded from receiving a class settlement payment under the terms of this Settlement Agreement are those members of the Settlement Class who submit a valid and timely request for exclusion from the Settlement. If five percent (5%) or more of the members of the Class timely and affirmatively opt out of this Settlement, Defendant shall have the absolute right, in its sole discretion, and notwithstanding any other provisions of this Settlement, to revoke the settlement and its stipulation to class certification prior to the final fairness hearing, whereupon this Settlement will be null and void for all purposes, and may not be used or introduced in further litigation. This right can be exercised only by a writing stating clearly that Defendant is revoking, and withdrawing from, this Settlement, which is sent by counsel for Defendant to Class Counsel, Justice Law Corporation, Attn: Douglas Han, Shunt Tatavos-Gharajeh, and Chancellor Nobles by mail at 751 N. Fair Oaks Ave. Suite 101 and by e-mail at dhan@justicelawcorp.com, statavos@justicelawcorp.com, and cnobles@justicelawcorp.com, no later than ten (10) calendar days after

the Settlement Administrator first notifies counsel of record for Defendant in writing of the total number of timely opt-outs. If the right provided in this paragraph is not so exercised, it shall be waived and cannot later be exercised. Should Defendant exercise this right, it shall pay all expenses incurred by the Settlement Administrator through the date of withdrawal.

- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by completing the Objection Form, the proposed version of which is attached hereto as Exhibit D and submitting to the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class Member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class Member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. The Parties agree that late written objections should not, absent extraordinary circumstances, be considered. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing irrespective of whether they submitted any written objections.
- E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Settlement Award as well as the Settlement Class Member's number of workweeks worked during the Class Period, and the number of pay periods worked during the PAGA Period. Settlement Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked 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 Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class Member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the

returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class Member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

13. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving the PAGA penalty allocation to the LWDA and PAGA Amount to eligible members of the Settlement Class;
- C. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Service Awards, and settlement administration costs; and
- D. Entering judgment pursuant to California Rule of Court 3.769.

14. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties, and it shall not be construed as or deemed to be evidence of, or an admission or concession that the any Settling Class member has suffered any damage. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

15. **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. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on their respective websites but may not include the name(s) of any of the Parties, or the case name or case number of the Action.

16. **Obligation of Plaintiff's Counsel to Submit Settlement Agreement to the LWDA.** To permit judicial review and approval of the PAGA Payment, as required by Labor Code section 2698, et seq., Plaintiff's Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the parties' seeking Court approval of the Settlement, per Lab. Code § 2699(1)(2).

17. **Legal Developments.** The Parties agree that Plaintiff will submit to the Court a motion for preliminary approval of this Settlement containing all of the terms and conditions contained herein notwithstanding any new legal developments regarding the Released Claims.

18. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

19. **Interim Stay of Proceedings.** The Parties agree to stay all proceedings in this litigation, except such proceedings necessary to implement and complete the terms of the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

20. **Costs and Fees:** The Parties shall each bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Settlement Agreement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

21. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: James A. Bowles and Elissa L. Gysi of Hill, Farrer & Burrill LLP,
300 So. Grand Ave., 37th Floor, Los Angeles, CA 90017;
jbowles@hfbllp.com, egysi@hfbllp.com.

if to Plaintiffs: Douglas Han, Shunt Tatavos-Gharajeh and Chancellor Nobles of
Justice Law Corporation, 751 N. Fair Oaks Ave. Suite 101,
Pasadena, CA 91103; ghan@justicelawcorp.com,
statavos@justicelawcorp.com, cnobles@justicelawcorp.com.

22. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

23. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

24. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: _____

**DEFENDANT DAL CHEM, INC. DBA ALEXIS
OIL COMPANY**

By: _____

Its: _____

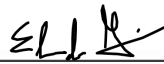
DATED: _____

PLAINTIFF ALAN CHILDS

By: _____
Plaintiff and Settlement Class Representative

DATED: 10/15/2021

PLAINTIFF EDUARDO GARCIA

By: 
Plaintiff and Settlement Class Representative

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

22. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

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24. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: 10.15.21

DEFENDANT DAL CHEM, INC. DBA ALEXIS
OIL COMPANY

By: 
Its: CFO

DATED: _____

PLAINTIFF ALAN CHILDS

By: _____
Plaintiff and Settlement Class Representative

DATED: _____

PLAINTIFF EDUARDO GARCIA

By: _____
Plaintiff and Settlement Class Representative

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

APPROVED AS TO FORM:

DATED: _____

HILL, FARRER & BURRILL LLP

By: _____
James A. Bowles
Elissa L. Gysi
Richard S. Zuniga
Attorneys for Defendant Dal Chem, Inc. dba
Alexis Oil Company

DATED: 10/20/2021

JUSTICE LAW CORPORATION

By:  _____
Douglas Han
Shunt Tatavos-Gharajeh
Chancellor Nobles
Attorneys for Plaintiffs
Alan Childs and Eduardo Garcia

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APPROVED AS TO FORM:

DATED: 10/15/21

HILL, FARRER & BURRILL LLP

By: 
James A. Bowles
Elissa L. Gysi
Richard S. Zuniga
Attorneys for Defendant Dal Chem, Inc. dba
Alexis Oil Company

DATED: _____

JUSTICE LAW CORPORATION

By: _____
Douglas Han
Shunt Tatavos-Gharajeh
Chancellor Nobles
Attorneys for Plaintiffs
Alan Childs and Eduardo Garcia

HFB 2397485.4 A3389018

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

ALAN CHILDS and EDUARDO GARCIA,
individually, and on behalf of other members of the
general public similarly situated,

Plaintiff,

vs.

DAL CHEM, INC. DBA ALEXIS OIL COMPANY, a
California corporation; and Does 1 through 100,

Defendants.

Case No. CVR12100684

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former hourly employees who have worked for Defendant Dal Chem, Inc. doing business as Alexis Oil Company ("Defendant" or "Alexis Oil") in California at some time between August 15, 2016 and July 31, 2021. Collectively, these employees will be referred to as "Settlement Class Members."

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Alan Childs and Eduardo Garcia* individually, and on behalf of other members of the general public similarly situated v. *Dal Chem, Inc. doing business as Alexis Oil Company*, Riverside County Superior Court Case No. CVR12100684 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Alexis Oil's records show that you were employed at Alexis Oil as an hourly employee in California at some time between August 15, 2016 and July 31, 2021 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to object to or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiffs Alan Childs and Eduardo Garcia ("Plaintiffs") brought this Lawsuit against Alexis Oil seeking to assert claims on behalf of a class of current and former hourly employees who worked for Alexis Oil in California on or after August 15, 2016. Plaintiffs Alan Childs and Eduardo Garcia are known as the "Class Representatives," and their attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

The Lawsuit alleges that Alexis Oil failed to pay Settlement Class members for all hours worked including minimum wages, hourly rate wages, overtime; and failed to provide to Settlement Class members all required meal and rest breaks. Plaintiffs further allege that Defendant is liable for civil penalties pursuant to the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698 et seq. ("PAGA") based on Defendant's alleged failure to pay minimum wages and overtime wages, failure to provide meal and rest

periods, failure to timely pay wages during employment, failure to pay timely pay wages upon termination of employment, failure to provide complete and accurate wage statements, and failure to reimburse business expenses. As a result of the foregoing alleged violations Plaintiffs also allege that Defendant engaged in unfair business practices.

Alexis Oil asserts that it has complied with California law at all times. Alexis Oil denies that it has done anything wrong, and says that all hourly employees in the class were properly compensated for all hours worked and were provided with meal and rest breaks. Alexis Oil denies that any unlawful policy or practice exists as to the above claims. Alexis Oil further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Alexis Oil, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Alexis Oil has concluded that it is in its best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. The Settlement was reached after mediation between the parties.

The Class Representative and Class Counsel support the Settlement after conducting an investigation of the facts and applicable law. Among the reasons for support are the defenses to liability potentially available to Dal Chem, Inc. dba Alexis Oil Company, the risk of not being able to proceed in the lawsuit on behalf of all current and former hourly employees of Dal Chem, Inc. dba Alexis Oil Company who worked in California at some time between August 15, 2016 and July 31, 2021, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

The Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the final hearing.

If you are still employed by Alexis Oil, your decision about whether to participate in the Settlement will not affect your employment. California law and Alexis Oil's policies strictly prohibit unlawful retaliation. Dal Chem, Inc. dba Alexis Oil Company will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class Member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members:	Attorneys for Defendant Dal Chem, Inc. dba Alexis Oil Company, Inc.
JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Chancellor Nobles 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Tel: (818) 230-7502 Fax: (818) 230-7259 info@justicelawcorp.com	HILL, FARRER & BURRILL LLP James A. Bowles jbowles@hfbllp.com Elissa L. Gysi egysi@hfbllp.com 300 So. Grand Ave., 37 th Floor Los Angeles, California 90071 Tel: (213) 621-0817 Fax: (213) 624-9441 www.hillfarrer.com

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former hourly employees who worked for Alexis Oil in California at any time from August 15, 2016 through July 31, 2021. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Alexis Oil as described below.

Alexis Oil has agreed to pay \$187,000 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, attorneys' fees and expenses, payment to the Labor Workforce Development Agency ("LWDA"), settlement administration costs, and the Class Representative's Service Award. Alexis Oil's share of payroll taxes associated with any wage payments to Settlement Class members shall be paid by Alexis Oil separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved _____ to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved payment of up to \$7,500 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to thirty-five percent of the Gross Settlement Amount, which is estimated to be \$65,450, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount that shall not exceed \$20,000 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award service awards of \$7,500 to each of the Class Representatives to compensate them for their service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$10,000 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code section 2699(i), seventy-five percent (75%) of such penalties, or Seven Thousand Five Hundred Dollars (\$7,500) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Two Thousand Five Hundred Dollars (\$2,500), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

Calculation of Individual Settlement Class Members' Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$_____, to be shared among up to an estimated _____ Settlement Class members. The NSA will be divided as follows:

Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.

In addition, the PAGA Amount will be allocated as follows. Each Settlement Class Member who was employed by Alexis Oil at some time between July 14, 2020 and July 31, 2021, shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked

during the period between July 14, 2020 and July 31, 2021, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class Member's number of pay periods worked during this time period, and the denominator of which is the total number of pay periods worked by all Settlement Class Members during this time period.

The estimate of the likely Individual Settlement Payment to the average Settlement Class Member is \$_____, and the estimate of the range of possible Individual Settlement Payments is from approximately \$_____ to \$_____.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a completed, valid and timely Request for Exclusion form (described in more detail below). In addition, if the Court grants final approval of the Settlement, each Settlement Class members' share of the PAGA Amount will be mailed to all Settlement Class members who were employed by Alexis Oil at some time between July 14, 2020 and July 31, 2021.

Payment by Alexis Oil of Gross Settlement Amount. The Gross Settlement Amount shall be paid by Alexis Oil within thirty (30) calendar days after the "Effective Date" which is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Settlement Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Within ten (10) calendar days following Alexis Oil Company's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: Sixty Seven Percent (67%) as penalties and interest; and Thirty Three Percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms 1099 for the amounts allocated as penalties and interest and IRS Forms W-2 for amounts deemed "wages." Settlement Class members are responsible for the proper income tax treatment of the Settlement award. The Settlement Administrator, Dal Chem, Inc. dba Alexis Oil Company and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will release Alexis Oil and all of their past and present officers, directors, employees, and agents (collectively the "Released Parties"), from all wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on the factual allegations alleged in the operative complaint with respect to the following claims: Defendant's failure to pay for all hours worked (including minimum wages, hourly rate wages, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all wages due at the time of termination, failure to furnish accurate, itemized wage statements, failure to timely pay wages during employment, civil penalties under California's Private Attorneys General Act of 2004 ("PAGA") based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders (collectively, the "Released Claims"). The time period of the Settlement Class Members' Release shall be the same time period as the Class Period.

Release of PAGA. Plaintiff and all Settlement Class Members who were employed by Alexis Oil in California at some time between July 14, 2020 and July 31, 2021, will not have the opportunity to opt out or object to the PAGA Amount or opt-out of the release of the PAGA claim, although the release of PAGA claim will be subject to Court approval.

The releases identified herein shall be null and void should the Settlement not be fully funded.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above) stated in the accompanying Dispute Regarding Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Regarding Notice of Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, the number of workweeks worked at some time between August 15, 2016 and July 31, 2021. The information contained in Alexis Oil's records regarding all of these factors, along with your estimated settlement award, is listed on the accompanying Dispute Regarding Notice of Settlement Award. If you disagree with the information in your Dispute Regarding Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Dispute Regarding Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing the enclosed "Request for Exclusion" form and sending the completed "Request for Exclusion" form to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>> postmarked no later than <<RESPONSE DEADLINE>>. To be valid, the Request for Exclusion **must** be completely filled out and signed. However, you cannot exclude yourself from the PAGA Amount discussed herein.

Any person who mails a timely and valid Request for Exclusion form shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement (aside from a portion of the PAGA Amount if the person was employed by Dal Chem, Inc. dba Alexis Oil Company at some time between July 14, 2020 and July 31, 2021). **Do not submit both a Dispute Regarding Notice of Settlement Award and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may complete the enclosed "Objection" form and mail it to the Settlement Administrator. To be valid, the Objection form **must** be completely filled out and signed. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 1 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Alan Childs, Eduardo Garcia, et al. v. Dal Chem, Inc. dba Alexis Oil Company, Inc.*, Riverside County Superior Court Case No CVR 12100684.

Any Class Member who elects to appear personally at the Court for any reason related to this Action must comply with the Court's social distancing and mandatory face covering requirements, as well as other orders related to COVID-19. All such rules and orders can be located at the Court's website: www.riversidecourts.ca.gov.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501. The Court will also be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members, except the Settlement Administrator will provide notice to any Settlement Class members who have submitted a timely objection. **You have the right to attend the Final Approval Hearing but are not required to do so. If you attend the hearing and/or retain your own separate attorney, it will be at your own expense.**

Any Settlement Class member who elects to appear personally at the Court for any reason related to this Action must comply with the Court's social distancing and mandatory face covering requirements, as well as other orders related to COVID-19. All such rules and orders can be located at the Court's website: www.riversidecourts.ca.gov.

The Court's final judgment will be posted on the Settlement Administrator's website (http://www._____.com).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information or contact the Settlement Administrator.

You may also access the Court's electronic case file with the following steps; Go to <https://www.riverside.courts.ca.gov/>; (ii) Click on the "Online Services" tab; (iii) Click on the "Search Court Records" option; (iv) in the "Civil, Family Law & Probate Records"; (v) click on "Case Number Search"; (vi) log onto your account or create an account if you do not have one; (viii) in the Case Number box enter "CVR12100684" and click "Search"; and (v) the name of the case should be appear "Ramirez vs. Dal Chem, Inc. dba Alexis Oil Company", click on the Case Number which appears to the right of the Case Name, you can view the schedule of upcoming hearings and other information about the case.

You may also obtain a copy of the Settlement by requesting a copy from the Settlement Administrator or by accessing the Court's electronic file as explained above, locate the entry for the "_____" filed on _____ 2021, click on the document icon (it appears as a small camera) associated with that entry, and follow any additional prompts provided. The Settlement will be attached as Exhibit ____ to _____ Declaration.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Dispute Regarding Notice of Settlement Award, Request for Exclusion, or Objection is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

Exhibit B

DISPUTE REGARDING NOTICE OF SETTLEMENT AWARD

*ALAN CHILDS, EDUARDO GARCIA INDIVIDUALLY, AND ON BEHALF OF OTHER MEMBERS OF THE
GENERAL PUBLIC SIMILARLY SITUATED V. DAL CHEM, INC. doing business as ALEXIS OIL COMPANY*
RIVERSIDE COUNTY SUPERIOR COURT CASE NO. CVR12100684

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to the records of Alexis Oil:

(a) you worked for Alexis Oil for workweeks between August 15, 2016 and July 31, 2021; and

(b) you worked for Alexis Oil for pay periods between July 14, 2020 and July 31, 2021.

Based on the above, your Individual Settlement Payment is estimated to be \$.

(IV) If you disagree with items (a)-(b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from the records of Alexis Oil, the records of Alexis Oil will control unless you are able to provide documentation that establishes that Alexis Oil's records are mistaken. If there is a dispute about whether the information of Alexis Oil or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. The Settlement Administrator's decision regarding any dispute will be final.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Exhibit C

REQUEST FOR EXCLUSION FORM

ALAN CHILDS AND, EDUARDO GARCIA INDIVIDUALLY, AND ON BEHALF OF OTHER MEMBERS OF THE GENERAL PUBLIC SIMILARLY SITUATED V. DAL CHEM, INC. Doing Business As ALEXIS OIL COMPANY

RIVERSIDE COUNTY SUPERIOR COURT CASE NO. CVR12100684

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled *Alan Childs and Eduardo Garcia individually, and on behalf of other members of the general public similarly situated v. Dal Chem, Inc. dba Alexis Oil Company*, Riverside County Superior Court Case No. CVR 12100684, and that I received notice of the Settlement, and that I do not want to participate and do not want to receive money from the Settlement.

Please note: Any person who submits this form will not receive a settlement payment, aside from a portion of the PAGA Amount if the person was employed by Dal Chem, Inc. dba Alexis Oil Company between July 14, 2020 and July 31, 2021.

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip)

Telephone No.: _____

Dated: _____ Signature: _____

**TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _____,
AND MAILED TO THE CLAIMS SETTLEMENT ADMINISTRATOR AT:**

Alan Childs, Eduardo Garcia, et al. v. Dal Chem, Inc. dba Alexis Oil Company
Settlement Administrator
c/o _____

DO NOT SUMIT BOTH THIS FORM AND THE OBJECTION FORM

Exhibit D

OBJECTION FORM

ALAN CHILDS, EDUARDO GARCIA INDIVIDUALLY, AND ON BEHALF OF OTHER MEMBERS OF
THE GENERAL PUBLIC SIMILARLY SITUATED V. DAL CHEM, INC. Doing Business As ALEXIS OIL
COMPANY

RIVERSIDE COUNTY SUPERIOR COURT CASE NO. CVR12100684

**COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE
CLASS ACTION SETTLEMENT**

In order for you to object to the Class Action Settlement entitled *Alan Childs and Eduardo Garcia individually, and on behalf of other members of the general public similarly situated v. Dal Chem, Inc. dba Alexis Oil Company*, Riverside County Superior Court Case No. CVR12100684 you must complete all steps listed in 1-4 below.

You are not required to appear in Court in order to object to the Settlement but may appear if you wish to do so.

1. Provide the following information:

Your Name (Please Print): _____
(First) (Middle) (Last)

Your Address: _____

Telephone No.: _____

2. Describe your objection to the Settlement (please attach additional documents if you need more space):

3. Date and sign this form below:

Dated: _____ Signature: _____

4. MAIL A COPY OF THIS COMPLETED FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN

DO NOT SUBMIT BOTH THIS FORM AND THE REQUEST FOR EXCLUSION FORM

Alan Childs and Eduardo Garcia, et al. v. Dal Chem, Inc. dba Alexis Oil Company.

Settlement Administrator

c/o

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On October 22, 2021, I served the foregoing document described as

STIPULATION OF SETTLEMENT

for the following case: **Childs v. Dal Chem, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-837960-21**
Court Case No.: CVRI21000684
Riverside County Superior Court

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

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

[X] BY ELECTRONIC SUBMISSION

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

[X] STATE

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

Executed on October 22, 2021, at Pasadena, California.



Anna Okada