

**STIPULATED SETTLEMENT AGREEMENT AND RELEASE OF CLASS ACTION
AND PAGA CLAIMS**

ARTICLE I

INTRODUCTION

It is stipulated and agreed by and among the undersigned Parties, subject to the approval of the Court pursuant to section 382 of the California Code of Civil Procedure and California Rules of Court Rule 3.769, that the Settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in the “Definitions” section or as defined elsewhere in this Stipulated Settlement Agreement and Release of Class Action and PAGA Claims (hereafter “Agreement”).

This Agreement is made by and between Plaintiff Christopher King (“Representative Plaintiff”), and the putative Class Members and Aggrieved Employees, on one hand, and Defendant Baker Petrolite, LLC (“Defendant”). Representative Plaintiff and Defendant collectively are referred to in this Agreement as “the Parties.”

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay a non-reversionary settlement of the Gross Fund Value of Eighty One Thousand Dollars (\$81,000.00) as provided in Section 3.05 below (“Gross Fund Value Amount”) upon the terms and conditions of this Agreement and for the consideration set forth herein, including but not limited to a release of all claims by Representative Plaintiff and the Class Members as set forth herein.

ARTICLE II

DEFINITIONS

As used in the Agreement, the following terms have the meanings specified below:

- a. “Action” means the civil action commenced by Representative Plaintiff in the California Superior Court, County of Los Angeles entitled *Christopher King v. Baker Petrolite LLC, Baker Hughes Oilfield Operations LLC, Baker Hughes Energy Services LLC, Baker Hughes Holdings LLC, and Does 1 through 25*, Case No. 21STCV46202.

- b. “Aggrieved Employee(s)” shall each mean current and former non-exempt employees who worked for Defendant in the State of California holding the position or title of “technician,” “operator,” “assembler,” “chemical technician,” “overhaul technician,” “maintenance technician,” “testing technician,” “assembling technician,” “overhaul technician,” “calibration technician,” “ARMO Tech,” “assembly repair and maintenance technician,” “chemical plant operator,” “field service engineer,” “field operator,” “field specialist,” “CDL Treater Driver,” “field service representative,” “field service operator,” “electronic technician,” and all other similar nonexempt field positions at any time from September 8, 2020 through the date the Court grants preliminary approval of this Agreement.
- c. “Agreement” means this Stipulated Settlement Agreement And Release Of Claims, including the attached Exhibits.
- d. “Settlement Administrator” means the third party administrator ILYM Group, Inc. or other Court-approved administrator who will administer the settlement as set forth below.
- e. “Settlement Administration Costs” means all costs incurred by the Claims Administrator in administration of the Settlement, including, but not limited to, address verification measures, mailing of notice to the Class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks, administration of uncashed checks, generation of checks to Class Counsel for attorneys’ fees and costs, generation of a check to the LWDA for its share of PAGA penalties, and generation and submission of all tax-related documents, all pursuant to the terms of this Agreement.
- f. “Class Counsel” means the attorneys for Representative Plaintiff, the Class and the Class Members, who are:

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g. “Class Member(s)” or “Class” shall each mean current and former non-exempt employees who worked for Defendant in the State of California holding the position or title of “technician,” “operator,” “assembler,” “chemical technician,” “overhaul technician,” “maintenance technician,” “testing technician,” “assembling technician,” “overhaul technician,” “calibration technician,” “ARMO Tech,” “assembly repair and maintenance technician,” “chemical plant operator,” “field service engineer,” “field operator,” “field specialist,” “CDL Treater Driver,” “field service representative,” “field service operator,” “electronic technician,” and all other similar nonexempt field positions at any time from May 15, 2020 through the date the Court grants preliminary approval of this Agreement.

h. “Class Notice” means the Notice of Proposed Class Action and PAGA Settlement attached hereto as **Exhibit A** or in substantially the same form as ultimately approved by the Court.

i. “Class Period” means the period from May 15, 2020 through the date the Court grants preliminary approval of this Agreement.

j. “Court” means the Superior Court of the State of California for the County of Los Angeles.

k. “Defense Counsel” means counsel for Defendant, who are:

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l. “Enhancement” means a monetary amount not to exceed One Thousand Dollars (\$1,000.00) for the Representative Plaintiff which, subject to Court approval, shall be paid pursuant to Section 3.05.b.2 of the Agreement, as provided below.

m. “Final Approval Date” means the date on which the Court grants final approval of this Agreement on substantially the terms provided herein as the same may be modified by subsequent written agreement of the Parties.

n. “Final Order” refers to the order of the Court granting final approval of this Agreement as to the Final Settlement Class (defined below) and entering a judgment approving this Agreement on substantially the terms provided herein or as the same may be modified by subsequent written agreement of the Parties.

o. “Final Effective Date” means the date on which the Court signs the Final Order granting final approval of this Agreement if there are no timely objections submitted in accordance with Section 3.03.b below. If objections are filed and overruled, and no appeal is taken of the final approval order, then the Final Effective Date is sixty-five (65) days after the date on which the Court signs the Final Order granting final approval of this Agreement. If an appeal is taken from the Court’s overruling of objections to the settlement, then the Final Effective Date is twenty (20) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

p. “Final Fairness and Approval Hearing” means the hearing to determine whether the proposed Agreement settling the Action should be finally approved as fair, reasonable, and adequate; whether the proposed plan of allocation of the Net Fund Value Amount should be approved; and whether the applications of Class Counsel for attorney’s fees and costs should be approved.

q. “Final Settlement Class” refers to the Representative Plaintiff and all Class Members who do not timely and validly exclude themselves from the class in compliance with the exclusion procedures set forth in Section 3.03.a of this Agreement.

r. “Judgment” refers to the judgment entered by the Court in conjunction with the Final Order.

s. “Individual Settlement Payments” means the amounts of money from the Net Settlement Amount that shall be paid to the Participating Class Members and Aggrieved Employees, less the

employee's taxes owed. Individual Settlement Payments shall be determined by the calculations provided in this Agreement at Section 3.05.c.

t. "LWDA" means the California Labor and Workforce Development Agency.

u. "Gross Fund Value Amount" means the Eighty-One Thousand Dollars (\$81,000.00) to be paid by Defendant as provided by this Agreement to settle this Action.

v. "Net Fund Value Amount" or "Net Settlement Amount" means the Gross Fund Value Amount of Eighty One Thousand Dollars (\$81,000.00) less all of the following as approved by the Court: (1) Class Counsel's attorneys' costs (not to exceed One Thousand Seven Hundred Nineteen Dollars and Fifty Cents (\$1,719.50)); (2) Class Counsel's fees (not to exceed Eighteen Thousand Two Hundred Eighty Dollars and Fifty Cents (\$18,280.50)); (3) 75% of the total PAGA Penalties of Ten Thousand Dollars (\$10,000.00) which equates to Seven Thousand Five Hundred Dollars (\$7,500.00) which shall be paid to the LWDA; and (4) the Enhancement (not to exceed One Thousand Dollars (\$1000.00)), to be paid to Plaintiff in addition to his Individual Settlement Payment determined by the calculations in Section 3.05(c). The estimated Net Fund Value Amount is \$52,500 plus any residual available as set forth below in Section 3.05.g.

w. "Non-Participating Class Member(s)" means those Class Members who submit to the Settlement Administrator a valid and timely written request to be excluded from the Class pursuant to Section 3.03.a below.

x. "Order of Preliminary Approval" means the Proposed Order Preliminarily Approving Class Action Settlement, Conditionally Certifying A Class, Directing Distribution Of The Class Notice, Appointing Class Counsel, Appointing Settlement Administrator, and Scheduling A Final Approval Hearing.

y. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

z. "PAGA Penalties" means the amount that the Parties have agreed to allocate to settle claims arising under PAGA, which is Ten Thousand Dollars (\$10,000.00), subject to Court approval. Seventy-five percent (75%) of the PAGA Penalties (\$7,500.00) will be distributed to

the LWDA. Twenty-five percent (25%) will be distributed to Aggrieved Employees as Individual PAGA Payments.

aa. “PAGA Period” means the period from September 8, 2020 through the date the Court grants preliminary approval of this Agreement.

bb. “Participating Class Member(s)” means any Class Members who have not submitted a valid and timely written request to be excluded from the Class pursuant to Section 3.03.a below.

cc. “Pay Period” means any pay period in which Class Member or Aggrieved Employee performed work for Defendant.

dd. “Preliminary Approval Date” means the date on which the Court enters the Order of Preliminary Approval preliminarily approving the Settlement.

ee. “Released Parties” means Defendant and Defendant’s past and present divisions, affiliates, affiliated entities, related entities, parent companies, subsidiaries, predecessors, successors, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies, including but not limited to Baker Hughes Oilfield Operations, LLC, Baker Hughes Energy Services, LLC, Baker Hughes Holdings, LLC.

ff. “Response Deadline” means the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Pay Period Disputes to the Settlement Administrator, which shall be sixty (60) calendar days after the Settlement Administrator mails the Class Notice to Class Members. In the event the 60th day after mailing of the Class Notice falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended by fourteen (14) calendar days beyond the original 60-day deadline for any Class Member who is remailed a Class Notice by the Settlement Administrator, unless the 14th calendar day after the remailing falls on a Federal holiday, in which case the extended Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

gg. “Settlement” means the disposition of this Action and all related claims effectuated by this Agreement.

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT

Because the Parties have stipulated to the certification of the Class for settlement purposes only and because this Settlement resolves a representative claim brought under PAGA, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Court does not grant either the Preliminary or Final Approval of the Settlement, the fact that the Parties were willing to stipulate to class certification for the purposes of this Agreement shall have no bearing on, or be admissible in connection with, the issue of whether any class should be certified in a non-settlement context. If the Final Effective Date does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification and representative treatment for any purpose if the Settlement does not become final.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. The procedure for obtaining Court approval of and implementing this Agreement shall be as follows.

Section 3.00: Motion for Conditional Class Certification and Preliminary Approval

Upon execution of this Agreement, Representative Plaintiff shall bring a motion for preliminary approval before the Court requesting entry of an order: (a) granting preliminary approval of the Agreement; (b) conditionally certifying the Class for Settlement purposes only; (c) approving as to form and content the Class Notice attached hereto as **Exhibit A**; (d) approving the method and manner for Class Members to request exclusion from the Settlement as set forth in

this Agreement and the Class Notice; (e) directing the mailing of the Class Notice to all Class Members in accordance with this Agreement; and (f) setting a hearing on Plaintiff's Motion for Final Approval. Prior to filing the motion, Class Counsel shall provide a draft of the motion for preliminary approval to Defendant's Counsel for review and comment. Defendant agrees that it shall not oppose Representative Plaintiff's motion for preliminary approval or delay the hearing thereon. The date that the Court grants preliminary approval of this Agreement shall be the "Preliminary Approval Date."

Section 3.01: The Settlement Administrator

ILYM Group, Inc. or another mutually agreeable party will act as the third-party administrator to administer this Settlement and to act as the Settlement Administrator. The Settlement Administrator will administer the settlement by performing address verification for the Class Members, distributing the Class Notice, performing skip traces, receiving and recording completed Settlement Opt-Outs, adjudicating Class Members' disputes over Pay Periods worked during the Class or PAGA Period(s), providing Class Counsel and counsel for Defendant with weekly updates on the status of Opt-Outs, and handling inquiries about the calculation of the Individual Settlement Amounts. The Settlement Administrator shall provide the Parties with the names of individuals who submitted timely Opt-Outs after the expiration of the claims period for inclusion in the proposed final approval Order. The actions of the Settlement Administrator shall be governed by the terms of this Stipulation. The Parties, through their counsel, may provide written information needed by the Settlement Administrator pursuant to the Stipulation.

All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing, and mailing any and all notices to Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement

Administrator in connection with the execution of its duties under this Agreement (“Settlement Administration Costs”), anticipated to be not more than Five Thousand Dollars (\$5,000.00), shall be paid by Defendant on top of the agreed settlement amount and shall not be part of the Gross Fund Value Amount.

Section 3.02: Notice to Class Members

a. Initial Identification of Class Members and Aggrieved Employees: Within thirty (30) business days following entry of the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator a confidential list in Excel spreadsheet format containing the name and last known address, telephone number, email address (if known), and social security number of each Class Member and Aggrieved Employee. This list shall also contain: (i) the number of Pay Periods each Class Member worked during the Class Period, and (ii) the number of Pay Periods each Aggrieved Employee worked during the PAGA Period. This information shall be treated as confidential.

b. Mailing of Class Notice: Within five (5) business days of receipt of the Class Member and Aggrieved Employee information from Defendant, the Settlement Administrator shall attempt to obtain updated addresses therefor from the U.S. Postal Service and Accurint. Within ten (10) business days after receipt of the Class Member and Aggrieved Employee information from Defendant, the Settlement Administrator shall mail the Class Notice to all Class Members and Aggrieved Employees via first-class mail using the updated address information. With respect to each Class Notice that is returned as undeliverable, the Settlement Administrator shall promptly attempt to determine a correct address using an additional skip trace service such as Experian, and shall perform a single-re mailing of the Class Notice via first-class mail to any new address thereby determined within five (5) business days of receiving the notice that the Class Notice was undeliverable.

c. Notification to Counsel: No later than ten (10) calendar days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any

attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the number of valid opt-outs that the Settlement Administrator received with respect to the Class Settlement. Aggrieved Employees shall not be permitted to opt-out from the release of claims arising under PAGA. Compliance with the procedures described in Section 3.02.b shall constitute due and sufficient notice to Class Members of this proposed Settlement and the Final Fairness and Approval Hearing, and shall satisfy the requirement of due process. Nothing else shall be required of the Parties, Class Counsel, Defense Counsel, or the Settlement Administrator to provide notice of the proposed Settlement and the Final Fairness and Approval Hearing.

Section 3.03: Responses to Notice

a. Requests for Exclusion from Class

The Representative Plaintiff may not request exclusion from the Class. Any other Class Member may exclude himself or herself from the Class and the Class Settlement (*i.e.*, to validly opt-out) by submitting a written request for exclusion to the Settlement Administrator which must be postmarked on or received by the Settlement Administrator via email or facsimile by no later than the Response Deadline. In order to be considered valid, a written request for exclusion must be signed by the Class Member or his or her authorized representative, and include the Class Member's full name, address, telephone number, last four digits of their social security number or employee identification number, and must include a statement clearly indicating their desire to be excluded from the Class (e.g., "I wish to be excluded from the settlement class in *King v. Baker Petrolite, LLC, et al.*, Case No. 21STCV46202. I understand that by asking to be excluded from the settlement class, I will not receive any money from the class settlement."). The Class Notice shall contain instructions on how to opt-out, including the language to be used in a request for exclusion. The date of the initial mailing of the Class Notice and the date the signed request for exclusion was postmarked or received by electronic mail or facsimile, shall be conclusively determined according to the records of the Settlement Administrator. If no postmark is evident on a request for exclusion submitted by mail, the timeliness of the request for exclusion shall be determined by the date the Settlement Administrator received the request for exclusion, minus five

(5) calendar days. Any Class Member who timely and validly requests exclusion from the Class and this Settlement shall become a Non-Participating Class Member and shall not be entitled to any portion of the Individual Settlement Payment attributable to the Class settlement, shall not be bound by the terms and conditions of this Agreement, and shall not have any right to object, appeal, or comment thereon.¹

b. Objections to Class Settlement

The Representative Plaintiff and Non-Participating Class Members may not object to this Agreement. . For any other Participating Class Member to object this Agreement, the Participating class Member must submit a written objection to the Settlement Administrator, which must be postmarked on or received by the Settlement Administrator via email or facsimile by no later than the Response Deadline. Any written objection to the Settlement must be signed by the Participating Class Member and include the Participating Class Member's full name, address, telephone number, and the specific reasons for the objection. . The date of mailing of the Class Notice to the objecting Participating Class Member shall be conclusively determined according to the records of the Settlement Administrator. Participating Class Members who fail to object in the manner specified herein will be foreclosed from making a written objection, but shall still have the right to appear at the Final Fairness and Approval Hearing to have their oral objections heard by the Court. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

The Settlement Administrator shall attach authenticated copies of any written objections it receives from Participating Class Members to its declaration attesting to the results of the notice process. Counsel for the Parties shall file any response to the objections submitted by objecting Class Members before the date of the Final Fairness and Approval Hearing.

¹ As described in Section 3.05.c(i), Non-Participating Class Members who qualify as Aggrieved Employees will still receive an individual share calculated from the PAGA Amount that is not payable to the LWDA based on the Aggrieved Employee's pro rata pay periods worked during the PAGA Period. Aggrieved Employees have no right to opt out of the PAGA settlement, but their release will be limited to the release of claims arising under PAGA, as described in section 5.03.

c. Pay Period Disputes

Participating Class Members and Aggrieved Employee may dispute the number of Pay Periods reported in the Class Notice. Any Participating Class Member or Aggrieved Employee wishing to dispute the Pay Periods reported in their Class Notice must submit a written dispute to the Settlement Administrator. Written disputes must be postmarked on or received by the Settlement Administrator via email or facsimile by no later than the Response Deadline. Any written dispute must be signed by the Participating Class Member or Aggrieved Employee and include the Participating Class Member or Aggrieved Employee's full name, address, telephone number, a statement explaining why they believe the number of Pay Periods listed in their Class Notice is incorrect, and any evidence showing that the number of Pay Periods listed in their Class Notice is inaccurate. The Settlement Administrator shall have the initial responsibility of resolving all disputes that arise during the Settlement Administration process, including, without limitation, disputes, if any, regarding the calculation of each Participating Class Member's and/or Aggrieved Employee's percentage of total pay periods worked if any, where the information submitted by Defendant based on their employment records differs from the information submitted by Class Members. In resolving such disputes, Defendant's employment records shall be presumed to be accurate and correct, and shall be final and binding, unless the information submitted by the Claimant (e.g., pay stubs, employment records, etc.) proves otherwise. In the event the Settlement Administrator cannot resolve a dispute based on a review of the available information, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and Defense Counsel to discuss and resolve the dispute. After such call, the Settlement Administrator shall resolve the dispute, and such resolution shall be final and binding on the Class Member. In advance of the conference call, the Settlement Administrator shall fax or email copies of all available information to all counsel. The Court retains authority to review the Settlement Administrator's decisions on any such disputes.

d. Failure to Cash Class Action Settlement Check

Any Participating Class Member who fails to cash their individual settlement check sent by the Settlement Administrator within 180 calendar days and who also fails to submit a timely request for exclusion from the Class automatically shall be deemed a member of the Final Settlement Class whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order, and by the other rulings in the Action. Thus, said Participating Class Member's rights to pursue any claims covered by the Action and/or released in this Agreement shall be extinguished.

e. Right of Defendant to Void Agreement

If more than ten percent (10%) of Class Members make a valid request to be excluded from the Class as described in Section 3.03.a above and thus become Non-Participating Class Members, Defendant shall have the right, but not the obligation, to void the Agreement. If Defendant exercises that right to void the Agreement, then the Parties shall have no further obligations under the Agreement, including any obligation by Defendant to pay the Gross Fund Value Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant shall pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that Defendant exercises its right to void the Agreement. Defendant shall notify Class Counsel and the Court whether they are exercising the right to void the Agreement not later than fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the final total number of valid requests to be excluded.

Section 3.04: Final Fairness and Approval Hearing

On the date set forth in the Order of Preliminary Approval and Class Notice, which shall be approximately thirty (30) calendar days after expiration of the Response Deadline a Final Fairness and Approval Hearing shall be held before the Court in order (1) to review this Agreement and determine whether the Court should give it final approval, and (2) to consider any timely objections made pursuant to Section 3.03.b above and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to give

final approval to this Agreement and shall submit to the Court a proposed Final Order approving the Settlement and which shall be entered in the Action. Defendant agrees that it will not oppose Representative Plaintiff's Motion for Final Approval or application for approval of the Enhancement and attorneys' fees and costs in the amounts provided for in this Agreement.

a. Vacating, Reversal, or Material Modification of Final Order and Judgment on Appeal or Review

If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Final Order and Judgment such that there is a material modification to the Settlement and that court's decision is not completely reversed, and the Final Order and Judgment is not fully affirmed on review by a higher court, then Representative Plaintiff and Defendant shall each have the right, but not the obligation, to void the Settlement, which the Party must do by giving written notice to the other Parties, the final reviewing court, and the Court not later than ten (10) business days after the final reviewing court's decision vacating, reversing, or materially modifying the Final Order becomes final and non-appealable. A vacation, reversal, or modification of the Court's award of the Enhancement or Class Counsel's fees or costs shall not constitute a vacation, reversal, or material modification of the Final Order and Judgment within the meaning of this paragraph.

Section 3.05: Settlement Payment Procedures

a. Settlement Sum

In exchange for the releases set forth in this Agreement and in full and complete settlement of the Action, subject to this Settlement being approved by the Court, Defendant agrees to pay the Gross Fund Value Amount of Eighty One Thousand Dollars (\$81,000.00), which is the total maximum amount Defendant shall be obligated to pay under the Settlement embodied by this Agreement except as follows here in subparagraph 3.05.a.1 through 3.05.a.1.3:

1. Increase in Pay Periods: Defendant represents that there are no more than 4,500 unique Pay Periods worked by Class Members and Aggrieved Employees between May 15, 2020 through the date of this Agreement. In the event that it is determined that the number of

unique Pay Periods worked by Class Members and Aggrieved Employees during the Class Period increases by more than 10%, or 450 unique Pay Periods), then Defendant shall, at its election, either: (1) increase the Gross Fund Value Amount proportionally by the number of Pay Periods in excess of 4,950 Pay Periods (4,500 pay periods + 450 pay periods) multiplied the Pay Period Value defined below; or (2) shorten the Class Period and PAGA Period to end on the date the number of Pay Periods worked by Class Members exceed 10% of the Certified Pay Period Count (e.g., the date on which there are 4,950 Pay Periods). As used in this paragraph, a unique Pay Period means any Pay period worked during the applicable time period by a Settlement Class Member or Aggrieved Employee, but in no event will a single Pay Period be counted twice, even if the individual is both a Settlement Class Member and an Aggrieved Employee. As used in paragraph, the Pay Period Value shall be calculated by dividing the originally agreed upon class and PAGA settlement amounts (\$50,000 and \$10,000, respectively) by 4,500, which amounts to a Pay Period Value of \$13.33 (of which \$1.67 of each Pay Period Value shall be remitted to the California LWDA in proportion to the allocations agreed by the Parties for the PAGA allocation as described in Section 3.05.b.4). Should Defendant elect to end the Class Period and PAGA and PAGA period on the date the number of pay periods reaches 4,950 unique Pay Periods, Defendant shall notify Class Counsel of the election no later than 7 calendar days after being informed by the Settlement Administrator that the number of Pay Periods has exceeded 4,950 during the Class and PAGA period.

2. Costs of Settlement Administrator: The estimated cost of claim administration is currently projected to be less than \$5,000. Defendant shall pay the costs of the Settlement Administrator separately and in addition to the Gross Fund Value Amount, which shall not be reduced due to the costs of Settlement Administration.

3. Payroll Taxes: Defendant will pay the employer-share portions of payroll taxes (as applicable) separately and in addition to the Gross Fund Value Amount.

b. Allocation of Settlement Amount: The Gross Fund Value Amount (Settlement Sum) shall be allocated as follows:

1. Reasonable attorneys' fees and litigation expenses: Class Counsel shall request that the Court award reasonable attorneys' fees in an amount up to Eighteen Thousand Two Hundred Eighty Dollars and Fifty Cents (\$18,280.50) and litigation costs in an amount up to One Thousand Seven Hundred Nineteen Dollars and Fifty Cents (\$1,719.50). Defendant has agreed neither to oppose nor adversely comment on the fees and costs request. The award of reasonable attorneys' fees and litigation costs granted by the Court shall be paid out of the Gross Fund Value Amount. Except as provided in Section 6.13, any award of attorneys' fees and costs shall include and satisfy all past and future fees and costs incurred to prosecute, settle, and administer the Action and this Agreement, including obtaining the Final Order.

2. Reasonable Enhancement to the Representative Plaintiff:

Subject to Court approval, the Representative Plaintiff shall be awarded up to One Thousand Dollars (\$1,000.00) as an Enhancement. Because it is the intent of the Parties that the Enhancement represent payment to Representative Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator shall not withhold any taxes from the Enhancement. The Enhancement shall be reported on a Form 1099, which shall be provided to the Representative Plaintiff and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement constitutes wages for income tax and withholding purposes. The Representative Plaintiff agrees to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendant from the Enhancement paid under this Agreement. In addition, the Representative Plaintiff shall hold Defendant and Released Parties harmless and indemnify Defendant and Released Parties for all taxes, interest, penalties, and costs, including attorneys' fees, incurred by Defendant by reason of any claims relating to the non-withholding of taxes from the Enhancement.

3. PAGA Payment: A payment of Ten Thousand Dollars (\$10,000.00) shall be allocated to PAGA Penalties and seventy-five percent (75%) thereof, Seven Thousand Five Hundred Dollars (\$7,500.00), shall be payable to the California LWDA. The remaining twenty-five percent (25%) portion of the PAGA payment, Two Thousand Five Hundred Dollars (\$2,500.00), shall be distributed pro-rata to Aggrieved Employees as set forth below in Section 3.05.c. All PAGA Penalties shall be paid out of the Gross Fund Value Amount.

4. Allocation to Participating Class Members and Aggrieved Employees: The amount remaining from the Gross Fund Value Amount after deducting the court-awarded reasonable attorneys' fees and litigation costs, reasonable Enhancement payment, and 75% of PAGA Penalties allocated to the LWDA (the "Net Fund Value Amount") shall be distributed to Participating Class Members and Aggrieved Employees in accordance with the formula set forth below.

c. Individual Settlement Payments: The Individual Settlement Payments shall be calculated as follows:

1. Calculation: Individual Settlement Payments are comprised potentially of two amounts depending on the individual's membership in the Class, the definition of Aggrieved Employees, or both, which shall be based on information contained in Defendant's pertinent payroll records, and calculated as follows:

i) Each PAGA Aggrieved Employee shall receive a pro rata portion of the PAGA Payment that is not remitted to the California LWDA (i.e., \$2,500.00 from the Gross Settlement Value Amount). The PAGA Aggrieved Employee's pro rata portion of the Individual Settlement Payment shall be calculated by each Aggrieved Employee's Pay Periods worked during the PAGA Period, divided by the number of total Pay Periods worked by all Aggrieved Employees in the PAGA Period to arrive at a PAGA settlement multiplier. The PAGA Aggrieved Employee pro rata portion shall be calculated by multiplying the Aggrieved Employee's PAGA settlement multiplier times \$2,500.00.

ii) Each Participating Class Member shall be eligible to receive a pro rata portion of the Net Settlement Amount. The Participating Class Member's pro rata portion of the Individual Settlement Payment shall be calculated by each Class Member's pay periods worked during the Class Period, divided by the number of pay periods worked by all Participating Class Members during the Class Period to arrive at a Class Member settlement multiplier. The Class Member pro rata portion shall then be calculated by multiplying the Class Member settlement multiplier times the Net Settlement Amount.

iii) Although calculated separately and separately identified in each Class Notice, the PAGA Aggrieved Employee pro rata portion and the Participating Class Member settlement pro rata portion may be paid in one check, if applicable.

2. Fair Formula: The Parties recognize and agree that the precise value of each Individual Settlement Payment, whether for the alleged denial or non-provision of legally-compliant meal and/or rest periods, allegedly unpaid wages, allegedly unreimbursed expenses, alleged untimely payment of wages, or any other claim asserted herein, is extremely difficult to determine with any certainty for any given person, year, or at all, and is subject to myriad differing calculations and formulas. The Parties hereby agree that the formula for allocating payments to Aggrieved Employees and Participating Class Members as provided herein is reasonable and designed to provide a fair settlement to those affected.

d. Allocation of Net Settlement Amount Payments and Taxes: All Individual Settlement Payments made to Participating Class Members under this Agreement shall be allocated as follows: One Half (50%) to wages and One Half (50%) to interest and penalties, with the exception that an Individual Settlement Payment comprised solely of a PAGA Aggrieved Employee's pro rata portion shall be allocated 100% to interest and penalties. The Settlement Administrator shall deduct from each Individual Settlement Payment all employee portions of applicable taxes from the amount allocated to wages. The amounts allocated to penalties and interest shall not be subject to tax withholding but Participating Class Members and Aggrieved Employees will receive an IRS Form-1099 for those payments. Defendant shall not make as part

of this Agreement, nor be required to make, any deductions, nor pay any monthly contributions for any insurance, retirement, bonuses, 401(k), 403(b), or profit-sharing plans related to monies paid as a result of this Agreement.

The Parties understand and agree that Defendant is not providing tax or legal advice, or making representations regarding tax obligations or consequences, if any, related to this Agreement, and that the Final Settlement Class Members and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement and shall not seek any indemnification from Defendant in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Final Settlement Class Member or Aggrieved Employee, such Class Member/Aggrieved Employee assumes all responsibility for the payment of any such taxes and agrees to indemnify, defend and hold Defendant harmless for the payment of such taxes, any failure to withhold, and any penalties associated therewith.

e. Funding of the Gross Fund Value Amount Within sixty (60) business days after the Final Effective Date, Defendant shall send to the Settlement Administrator the Gross Fund Value Amount and Defendant's share of employer-side payroll taxes. The amount shall be deposited into a non-interest bearing bank account, held in escrow for the purpose of effectuating this Agreement. The Parties agree to treat this account as a "Qualified Settlement Fund" pursuant to Section 468(B) of the Internal Revenue Code of 1986, as amended, and the Settlement Administrator shall treat the Qualified Settlement Fund as the "employer" for purposes of federal and state income and employment tax withholding and reporting with respect to the Individual Settlement Payments Qualified Settlement Fund ("QSF").

1. Within seven (7) calendar days of the last date for Opt-Outs or Objections to be timely submitted in accordance with Section 3.03.a and 3.03.b, above, the Settlement Administrator shall provide to Defendant's Counsel a written statement of all Individual Settlement Payments to be paid to all Participating Class Members and all additional required payroll taxes.

2. The Settlement Administrator will cooperate with Defendant to provide Defendant with the wire transfer instructions, and any documents required by Defendant, no later than sixty (60) days before Defendant is obligated to send the Gross Fund Value Amount to the Settlement Administrator.

f. Timing of Settlement Payments: Payments of the following from the Gross Fund Value Amount shall be made in accordance with the following subparagraphs, as approved by the Court:

1. **Class Counsel's Fees:** The amount approved by the Court for Class Counsel's attorneys' fees shall be paid by the Settlement Administrator to Class Counsel within seventy-five (75) business days after the Final Effective Date.

2. **Class Counsel's Costs:** The amount approved by the Court for Class Counsel's costs shall be paid by the Settlement Administrator to Class Counsel within seventy-five (75) business days after the Final Effective Date.

3. **Enhancement to Representative Plaintiff:** The amount approved by the Court for an Enhancement to Representative Plaintiff Christopher King shall be paid by the Settlement Administrator within seventy-five (75) business days after the Final Effective Date, by check delivered to Class Counsel.

4. **PAGA Payment to LWDA:** Seventy-five percent (75%) of the amount approved by the Court as the PAGA Payment shall be submitted to the LWDA within seventy-five (75) business days after the Final Effective Date. The remaining twenty-five percent of the PAGA Payment shall be distributed among Aggrieved Employees in accordance with this Agreement.

5. **Individual Settlement Payments:** The Settlement Administrator will distribute the Individual Settlement Payments to all Participating Class Members and Aggrieved Employees within seventy-five (75) business days of the Final Effective Date.

(a) The Settlement Administrator shall promptly issue to each Aggrieved Employee and each Participating Class Member a check in the amount of his or her Individual Settlement Payment (less applicable taxes and withholdings), as described in Section 3.05.f.5, via first-class mail. Uncashed checks not negotiated within 120 days of their issuance are void. All Participating Class Members and all Aggrieved Employees shall be bound by this Agreement and the applicable release(s) herein even if the settlement check issued to them is not cashed. If any individual settlement checks remain uncashed after 120 days from the date of their issuance, the funds from these uncashed checks shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, et seq., for the benefit of those Participating Class Members and Aggrieved Employees who did not cash their individual settlement checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Code of Procedure § 384.

g. Return of Funds to Defendant

In the event that this Agreement is canceled, rescinded, terminated, voided, or nullified, however that may occur, or the settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall cease to have any obligation to pay any portion of the Gross Fund Value Amount to anyone under the terms of this Agreement, and all previous disbursements from the Gross Fund Value Amount shall immediately be paid back to Defendant by the person or entity who received such disbursement, except for costs already incurred by the Settlement Administrator.

h. Residuals

If any amount of the Gross Fund Value remains unallocated as a result of modification to the requested attorney’s fees, costs, Class Representative Enhancement, or the PAGA Penalties, this amount shall become part of the Net Settlement Amount and be distributed to Participating Class Members pursuant to Section 3.05.c.

ARTICLE IV

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 4.01: No Admission

Defendant denies that it has engaged in any unlawful activity, that it failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Action, and that, but for this Settlement, a class should be certified in this Action. This Agreement is entered into solely for the purpose of compromising highly-disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant.

Section 4.02: Non-Evidentiary Use

Whether or not the settlement becomes final, neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating or enforcing the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of his/her claims released through this Agreement.

Section 4.03: Nullification

The Parties have agreed to the certification of the Class for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify a class for settlement, or (b) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties (except for the amount of attorneys' fees, costs and Enhancements awarded), or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither

this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in this Action or any other action, and in any of those events, Defendant expressly reserves the right to oppose any motion for class certification.

Invalidation of any material portion of this Agreement, except for the amount of attorneys' fees, costs and Enhancement, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

ARTICLE V

RELEASES

Section 5.01: Releases by Participating Class Members and Aggrieved Employees

On the Final Effective Date, each and every Participating Class Member, the LWDA, and each individual identified as an Aggrieved Employee, shall be bound by this Agreement.

Section 5.02: Release of Claims Relating To The Action (Releasing Class Members)

Upon the complete funding of the Gross Fund Value Amount and all applicable employer-side payroll taxes by Defendant, all Participating Class Members, and on behalf of all who claim by and through them, or in their stead (the "Releasing Class Members"), will, and hereby do release and discharge the Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action based on alleged wage and hour violations that were asserted or that reasonably could have been asserted in the Action based on the facts alleged in the operative complaint, including without limitation to, the following claims: claims under the California Labor Code sections 201, 202 203, 204, 210, 226, 226.2, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 1194.2, 1197, 1197.1,

1198, 2699, 2802; claims for violation of Business & Professions Code Section 17200 that are predicated on violations of California Labor Code sections 201, 202 203, 204, 210, 226, 226.2, 226.7, 510, 512, 1174, 1198, 1194.2, 1197, 1197.1, 1198, 2699, 2802; claims for restitution and other equitable relief, liquidated damages, or punitive damages; claims for unpaid straight-time wages or overtime, missed meal or rest breaks, waiting time penalties, unreimbursed business expenses, penalties for inaccurate wage statements; claims for civil penalties pursuant to the Labor Code Private Attorneys General Act, also known as PAGA, that are predicated on violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2699. This release shall apply to all claims arising at any point between May 15, 2020 and the date the Court grants preliminary approval of the class settlement when a class member was employed by Defendant in the settlement Class, provided, however, that the PAGA release shall cover PAGA claims arising between September 8, 2020 and the date the Court grants preliminary approval.

Section 5.03: Release of PAGA Claims Relating To The Action (Aggrieved Employees)

Because the PAGA Period is subsumed within the Class Period, every PAGA Aggrieved Employee is presumptively a Class Member. However, if a Class Member who is also an Aggrieved Employee timely opts out of the Class settlement, he or she is not a Final Settlement Class Member, and shall only release claims for penalties under the PAGA that were asserted or could have been asserted in the Action based on the facts alleged in the operative complaint and the Representative Plaintiff's LWDA PAGA Notice Letter and any amendments or supplement thereto, attached as **Exhibit B**. This PAGA Claim Release shall apply to PAGA penalties arising at any point between September 8, 2020 and the date the Court grants preliminary approval.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01: Amendments or Modification

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

Section 6.02: Representations and Warranties

a. Defendant's Records

Defendant represents and warrants that the documents provided to Class Counsel during the litigation as a material condition to this Settlement are substantially accurate to the best of its knowledge.

Section 6.03: Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

Section 6.04: Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

Section 6.05: Entire Agreement

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties hereto with respect of the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through

VI) shall be controlling. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action including correspondence between Class Counsel and Defense Counsel. No rights hereunder may be waived except in writing.

Section 6.06: Counterparts and Fax Signatures

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A fax or electronic signature on this Agreement shall be as valid as an original signature.

Section 6.07: Meet and Confer Regarding Disputes

Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of each Class Counsel and a representative of Defense Counsel shall meet and confer in good faith in an attempt to resolve such disputes prior to submitting such disputes to the Court.

Section 6.08: Agreement Binding on Successors

This Agreement shall be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

Section 6.09: Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

Section 6.10: Fair Settlement

Representative Plaintiff, Defendant, Class Counsel, and Defense Counsel have arrived at this Agreement through arm's-length negotiation and believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action taking into account all relevant factors, current And potential, and believe the Agreement is consistent with public policy and fully complies with Applicable provisions of law.

Section 6.11: Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

Section 6.12: Notice

All notices, demands, or other communications given under this Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by first-class United States mail and transmission via e-mail, addressed as follows:

To Plaintiff and the Class:

Kelly Y. Chen
attorney@KellyChenLaw.com
LAW OFFICE OF KELLY Y. CHEN
13200 Crossroads Parkway North, Suite 475
City of Industry, California
Telephone: (626) 381-9886

To Defendant:

Michael Brett Burns
mbrettburns@huntonAK.com
HUNTON ANDREWS KURTH LLP
50 California Street, Suite 1700
San Francisco, CA 94111
Telephone: (415) 975-3700
Facsimile: (415) 975-3701

Section 6.13: Enforcement and Continuing Jurisdiction of the Court

To the extent consistent with class action procedures, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769. The Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

The Parties acknowledge that they intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions set forth in Section 6.19 or that otherwise might apply under federal or state law. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties in any such enforcement proceeding will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Section 6.14: Mutual Full Cooperation

The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to execution of such documents, and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement, to effectuate this Agreement and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.15: Authorization to Act

Class Counsel warrant and represent that they are authorized by the Representative Plaintiff, and Defense Counsel warrant that they are authorized by Defendant, to take all

appropriate action required to effectuate the terms of this Agreement, except for signing the documents, including but not limited to this Agreement, that are required to be signed by the Parties.

Section 6.16: No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any party concerning this Agreement other than those expressly set forth or referred to herein.

Section 6.17: No Collateral Attack

This Agreement shall not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Final Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of his or her Individual Settlement Payment.

Section 6.18: Third-Party Beneficiaries

The Parties acknowledge and agree that the terms of this Agreement, including but not limited to, the release of claims by Participating Class Members and Aggrieved Employees, will inure to the benefit of third parties, including the Released Parties.

Section 6.19: No Public Comment/Non Disparagement Clause

Representative Plaintiff and Class Counsel will not make any public disclosure of the settlement until after the settlement is preliminarily approved by the Court. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the settlement until after the settlement is preliminarily approved by the Court. Representative Plaintiff and Class Counsel shall not at any time, without the prior written approval of counsel for Defendant, initiate any press release or initiate any contact

with the media nor shall they respond to inquiries from the media with respect to the settlement with Defendant, other than to confirm that information is available through public records. None of these prohibitions on public comment shall prohibit Class Counsel's communications with the Court as necessary to finalize the settlement. Class Counsel also agrees not to post any information referencing the Defendant or the Released Parties, the claims and/or a settlement of the Action on their firm website, and agree to immediately remove from their website any court documents, pleadings, or other documents related to the Action, the Defendant, or the Released Parties.

Representative Plaintiff and Class Counsel represent and agree that they have not and will not directly or indirectly disparage, encourage, assist, or induce others to disparage, Defendant or any of the Released Parties. For the purposes of this Agreement, "disparage" shall include making or publishing any statement or other content, whether in written, oral, electronic, digital or other form, truthful or otherwise, which may reasonably be expected to adversely affect the business, public image, reputation or goodwill of Defendant or any of the Released Parties, including, without limitation, their operations, employees, directors or related persons, and their past, present or future products or services. Representative Plaintiff and Class Counsel acknowledge and agree that this prohibition includes, without limitation, making or publishing any such disparaging statements on blogs and microblogs (such as X, formerly Twitter), personal websites and web pages, social and professional networking sites (such as Facebook or LinkedIn), message boards, discussion forums, wikis and other interactive sites, social bookmarking services (such as Digg), and video and other content sharing sites (such as YouTube).

Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff seek a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide Plaintiff's dates of employment, jobs titles during employment, and final rate of pay. Defendant shall not refer to the Action or this Settlement, and no characterization of Plaintiff's employment with Defendant or termination of employment with Defendant will be provided.

Section 6.20: Invalidity of Any Provision

Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

Section 6.21: Captions

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

Section 6.22: Stay of Proceedings

The Parties stipulate and agree that all proceedings and deadlines in the Action, other than proceedings necessary to carry and/or enforce the terms of the Agreement and to obtain preliminary approval and final approval of the Agreement, shall be stayed pending completion of the preliminary and final approval of the Settlement. The stay on the Action shall include, without limitation, a stay on the five-year limitations period to bring the Action to trial under Code of Civil Procedure section 583.310, as well as any and all class certification, discovery, and motion deadlines.

EXECUTION BY PARTIES AND COUNSEL

Dated November 14/11/24, 2024

/s/


Christopher King (Nov 14, 2024 07:56 PST)

Christopher King, Representative Plaintiff

Dated November 22, 2024

/s/



By: Ross Mitchell, Vice President - North America Land
For Defendant Baker Hughes Oilfield Operations, LLC

APPROVED AS TO FORM AND CONTENT

Dated: November 25, 2024 /s/ Kelly Y. Chen

Kelly Y. Chen
LAW OFFICE OF KELLY Y. CHEN
Attorney for Plaintiff, the Settlement Class and Aggrieved
Employees

Dated: November 25, 2024 /s/ M. Brett Burns

M. Brett Burns, Esq.
Hunton Andrews Kurth LLP
Attorneys for Defendant

TABLE OF EXHIBITS

Exhibit A	Notice of Proposed Class Action Settlement and PAGA Settlement
Exhibit B	Plaintiff's PAGA Notice to LWDA, amendments and supplements thereto

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

YOU MIGHT BE ENTITLED TO RECEIVE MONEY

The Superior Court for the State of California, County of Los Angeles authorized this notice. This is not an advertisement, solicitation, spam, or junk mail. Please read this Notice carefully. Your legal rights are affected by whether you Act or do not Act

A Settlement has been proposed in a class action lawsuit brought by a former employee (“Plaintiff”) against Baker Petrolite LLC (“Baker” or “Defendant”) in California state court. The lawsuit alleges Baker and affiliated entities alleging violations of California law because it (1) did not reimburse employees for business-related expenses; (2) did not provide its employees with legally-compliant meal periods and rest breaks; (3) did not pay all wages that were owed to its employees; (4) did not maintain accurate records or provide employees with accurate itemized wage statements; and (5) did not pay all wages due within the required time. The lawsuit also seeks to recover civil penalties for these alleged violations under the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code section 2698 (“PAGA”). Baker denies all allegations of wrongdoing and denies that it violated any laws. Baker recognizes, however, the uncertainty and risk inherent in any litigation, and the substantial expense and length of time necessary to defend the litigation.

The Court has not decided any of the factual or legal allegations made against Defendant. The parties and their attorneys have conducted extensive investigations relating to the claims and the underlying events alleged in the lawsuit. Plaintiff and Plaintiff’s counsel engaged in arm’s-length negotiations with Defendant and its attorneys, which included participation in mediation with an experienced, neutral mediator. The negotiations and mediation led to the proposed Stipulated Settlement and Release of Class Action and PAGA Claims (“Settlement”). Plaintiff and Plaintiff’s counsel believe that the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Class Members and Aggrieved Employees.

This Notice explains the important terms of this settlement, how it affects you, and how you may be able to participate in the settlement. Please read it carefully.

Who is included in the Settlement? You are included if you are a Class Member, which is defined as “current and former non-exempt employees who worked for Defendant in the State of California holding the position or title of “technician,” “operator,” “assembler,” “chemical technician,” “overhaul technician,” “maintenance technician,” “testing technician,” “assembling technician,” “overhaul technician,” “calibration technician,” “ARMO Tech,” “assembly repair and maintenance technician,” “chemical plant operator,” “field service engineer,” “field operator,” “field specialist,” “CDL Treater Driver,” “field service representative,” “field service operator,” “electronic technician,” and all other similar nonexempt field positions at any time from May 15, 2020 to [DATE PRELIM APPROVAL].”

The plaintiff also filed the lawsuit as a representative action under the California Private Attorney General Act (“PAGA”) on behalf of “Aggrieved Employees”, defined identically to the Class, but limited to the PAGA Period of September 8, 2020 to [DATE PRELIM APPROVAL]

Baker has identified you as a current or former hourly employee who worked at least one pay period in the State of California in a relevant position during Class Period and, if applicable, during the PAGA Period.

What does the Settlement provide? Baker has agreed to pay \$81,000.00 (the “Gross Fund Value Amount”) to resolve the Action, which includes payment of: (1) Class Counsel’s attorneys’ fees (not to exceed \$18,280.50 or as otherwise approved by the Court); (2) Plaintiff’s costs of litigation costs and expenses (expected not to exceed \$1,719.50 or as otherwise approved by the Court); (3) a Class Representative Enhancement to the named Plaintiff Christopher King (\$1,000.00 or as otherwise approved

by the Court); (4) a payment of PAGA Penalties (\$10,000.00 or otherwise approved of the Court), 75% of which shall be paid to the California Labor and Workforce Development Agency, and 25% of which shall be distributed to Aggrieved Employees as described below; and (6) Individual Class Payments to Participating Class Members.

The following is a summary of the Settlement provisions. The specific and complete terms of the proposed Settlement are stated in the *Stipulated Settlement Agreement and Release of Class Action and PAGA Claims*. A copy of the Settlement is available at Settlement Administrator's website at [Insert URL for Administrator]. You may also obtain copies of the Settlement through the Court's public online portal at <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>. If you obtain copies through the Court's public online portal, the Settlement is attached as Exhibit 1 to the Declaration of Kelly Y. Chen in Support of Plaintiff's Motion for Preliminary Approval.

Individual Settlement Payment. Individual Settlement Payments are comprised potentially of two amounts depending on your membership in the Class, the Aggrieved Employees, or both, which shall be based on information contained in Defendant's pertinent records, and calculated as follows:

- (1) Each PAGA Aggrieved Employee shall receive a pro rata portion of the 25% portion of PAGA Penalties allocated towards Aggrieved Employees, in an amount calculated by the Aggrieved Employee's number of pay periods worked during the PAGA Period, divided by the number of total pay periods worked by all Aggrieved Employees in the PAGA Period to arrive at a PAGA settlement multiplier. The PAGA Aggrieved Employee pro rata portion shall then be calculated by multiplying the Aggrieved Employee's PAGA settlement multiplier times by the 25% of PAGA Penalties allocated towards Aggrieved Employees. The Aggrieved Employee PAGA amounts shall be paid without tax withholding and a Form 1099 will be issued to each Aggrieved Employee in the amount of the PAGA Payment.
- (2) Each Class Member who does not submit a timely and valid request to be excluded from the Settlement ("Participating Class Members") shall receive a pro rata portion of the Net Settlement Amount (the amount remaining from the Gross Fund Value Amount, less the approved payments identified above), in an amount calculated by each Final Settlement Class Member's pay periods worked during the Class Period, divided by the number of pay periods worked by all Participating Class Members during the Class Period to arrive at a Class Member settlement multiplier. The Class Member pro rata portion shall then be calculated by multiplying the Class Member settlement multiplier by the Net Settlement Amount. Fifty percent (50%) of the Final Class Settlement Individual Payment will be treated as wages, from which applicable tax withholdings will be made. The remaining 50% will be paid without tax withholdings and a Form 1099 will be issued.

Based on Defendant's records you worked a total of ____ pay periods during the PAGA Period and ____ pay periods during the Class Period. Based on these figures, your Individual PAGA Payment is currently estimated to be \$____, and your Individual Class Payment is currently estimated to be \$____.

Please keep in mind these amounts are only a estimates and may be increased or decreased as a result of final calculations performed during the Settlement Administration process. The actual amounts will depend upon the number of Class Members who participate in the Settlement, the pay periods each of them represents compared to the aggregate total number of pay periods for the Class, as well as the amounts of attorney's fees, litigation expenses, and Class Representative enhancement payments that are ultimately awarded by the Court.

Please be aware that, for any non-wage income, you shall be solely responsible for the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on any of

the payments made to you. Neither the Plaintiff, nor Class Counsel, nor Defendant makes any representations concerning the tax consequences of this Settlement or your participation in it.

How do I get a payment?

To get money from the Settlement, you do not need to take any action — a settlement check will be sent to you at the address on your Notice after the Court grants final approval of the settlement. It is your obligation to update your address with the Settlement Administrator. The contact information for the Settlement Administrator is as follows:

KING V. BAKER PETROLITE, LLC, et. AL

c/o ILYM GROUP, INC.

[Address]

[Telephone Number]

[Facsimile Number]

[Email Address]

Class Members will have 120 days to cash their settlement checks. If a check is not cashed within 120 days, the check will become null and void and the funds will be sent to the California State Controller's Office to be held in your name under California's Unclaimed Property Law. You may then claim the funds from there. **If you do not cash your settlement check, you will still be bound by the Settlement unless you timely opted-out (as set forth in the next section).** Please submit any corrections or updates to your address to the Settlement Administrator:

Released Claims. Upon the complete funding of the Gross Fund Value Amount and any applicable employer-side payroll taxes by Baker, each Participating Class Member (i.e., anyone who does not submit a written exclusion discussed below) will release Baker, its former and present parent companies, subsidiaries, managing members, and affiliates, and its former and present officers, directors, employees, partners, shareholders and agents, and any other successors, assigns, or legal representatives ("Released Parties") from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action based on alleged wage and hour violations that were asserted and/or reasonable could have been asserted in the Action based on the facts alleged in the operative complaint, including without limitation to, the following claims: claims under the California Labor Code sections 201, 202 203, 204, 210, 226, 226.2, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 1194.2, 1197, 1197.1, 1198, 2699, 2802; claims for violation of Business & Professions Code Section 17200 that are predicated on violations of California Labor Code sections 201, 202 203, 204, 210, 226, 226.2, 226.7, 510, 512, 1174, 1198, 1194.2, 1197, 1197.1, 1198, 2699, 2802; claims for restitution and other equitable relief, liquidated damages, or punitive damages; claims for unpaid straight-time wages or overtime, missed meal or rest breaks, waiting time penalties, unreimbursed business expenses, penalties for inaccurate wage statements; claims for civil penalties pursuant to the Labor Code Private Attorneys General Act, also known as PAGA, that are predicated on violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2699. This release shall apply to all claims arising at any point between May 15, 2020 and the date the Court grants preliminary approval of the class settlement when a class member was employed by Defendant in the settlement Class, provided, however, that the PAGA release shall cover PAGA claims arising between September 8, 2020 and the date the Court grants preliminary approval.

Requesting to Be Excluded from the Settlement. If you do not want to be legally bound by the Class Settlement, you must exclude yourself (i.e., opt out) from it by [DATE]. To request exclusion from the Class Action Settlement, you must submit a written request to be excluded from the Class to the Settlement Administrator so that it is submitted (postmarked, emailed, or faxed) no later than [DATE]. Your written

request to be excluded from the Class must be signed, and must provide your full name, address, telephone number, your Baker Hughes employee ID number or the last 4 digits of your social security number (for identification purposes only), and a statement with the following language:

“I wish to be excluded from the settlement class in *King v. Baker Petrolite, LLC, et al.*, Case No. 21STCV46202. I understand that by asking to be excluded from the settlement class, I will not receive any money from the class settlement.”

Class Members who elect to opt out of the Class Settlement (“Non-Participating Class Members”) will not receive an Individual Class Member and cannot object to the Settlement. Non-Participating Class Members will not be legally bound by the release of the Released Class Claims, and will maintain their right to sue Defendant and/or the Released Parties for the Released Class Claims. If Class Members do not submit a timely and valid Request for Exclusion, they will give up their right to sue Defendant and Released Parties for the Released Class Claims.

Non-Participating Class Members who qualify as Aggrieved Employees will still receive their PAGA payment, if any, under the Settlement Agreement, and only their PAGA claims will be released by judgment in the Action. No Aggrieved Employee may opt out of the PAGA Settlement.

Objecting to the Settlement. Any Class Member who does not a request for exclusion and can object to the Settlement and provide reasons why they think that the court should not approve the Settlement. To object to the Settlement, you must mail, email, or fax your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

Notice of Hearing on Final Approval and Objections to Class Action Settlement. The Court will hold a Final Fairness and Approval Hearing on [DATE], at [TIME], in Department 19 of the Superior Court of California, County of Los Angeles, located at 111 N Hill St., Los Angeles, California 90012. At this hearing, the Court will determine whether the proposed Class Action Settlement is fair, reasonable, and adequate, and if the Class Action and PAGA Action Settlement should be finally approved by the Court. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. A copy of the Court’s tentative ruling on the Motion for Final Approval may be posted on the Court’s website at <https://www.lacourt.org/tentativeRulingNet/ui/main.aspx?casetype=civil>. Tentative rulings are typically posted the court day before the hearing.

If the Court grants final approval of the Settlement, a notice of final judgment will be posted on the Settlement Administrator website located at [Insert URL].

No Effect On Employee Benefit Plans. Neither the Settlement nor any amounts paid under the will form the basis for additional contributions to, benefits under, or any other monetary entitlement under, Defendant’s-sponsored benefit plans, policies, or bonus programs (including bonuses, vacation, holiday pay, retirement plans, etc.) for the Plaintiff, Class Members, or Aggrieved Employees. The payments made to the Plaintiff, Participating Class Members, and Aggrieved Employees under the Settlement do not represent any modification of Class Members’, Aggrieved Employees’ and/or Plaintiff’s previously credited hours of service or other eligibility criteria under an employee benefit plan sponsored by

Defendant. Further, any Settlement payments shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, and employee benefit plan or bonus plan sponsored by Defendant.

Attorneys for Plaintiff, the Class, and Aggrieved Employees are:	Attorneys for Defendant Baker Petrolite LLC are:
Kelly Y. Chen attorney@KellyChenLaw.com LAW OFFICE OF KELLY Y. CHEN 13200 Crossroads Pkwy. North, Ste. 475 City of Industry, California Telephone: (626) 381-9886 Facsimile: (626) 389-5455	M. Brett Burns, Esq. mbrettburns@HuntonAK.com HUNTON ANDREWS KURTH LLP 50 California Street, Suite 1700 San Francisco, CA 94111 Telephone: (415) 975-3700 Facsimile: (415) 975-3701

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS regarding deadlines for submission of documents, dates for distribution of individual settlement checks, or Settlement Administration matters, you may contact the Settlement Administrator at:

KING V. BAKER PETROLITE, LLC, et. Al.
c/o ILYM GROUP, INC.

[Address]
[Telephone Number]
[Facsimile Number]
[Email Address]

If you have other questions regarding the settlement you may call or email Class Counsel, Kelly Y. Chen at (626) 381-9886 or attorney@KellyChenLaw.com. Please refer to the *King v. Baker Petrolite LLC* Settlement.

DO NOT CONTRACT THE COURT FOR INFORMATION ABOUT THIS PROPOSED SETTLEMENT OR THE LAWSUIT.