

Patrick R. Co (SBN 200160)
THE CO LAW FIRM
201 Spear Street, Suite 1100
San Francisco, CA 94105
t: 415.426.3553 f: 415.477.4032
pco@colawfirmsf.com

G. Martin Velez (SBN 168315)
LAW OFFICE OF G. MARTIN VELEZ
3558 Round Barn Boulevard, Suite 200
Santa Rosa, CA 95403
t: 415.342.4125 f: 415.532.2492
martinvelez@comcast.net

Attorneys for Plaintiff Socorro Mata Cruz on behalf of herself
and on behalf of all persons similarly situated, and on behalf of herself, the
Labor Workforce Development Agency, and similarly situated aggrieved
current and former employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA – UNLIMITED JURISDICTION

SOCORRO MATA CRUZ on behalf of
herself and on behalf of all persons
similarly situated, and on behalf of herself,
the Labor Workforce Development Agency,
and similarly situated aggrieved current and
former employees

Plaintiff
vs.

RTSF PETRO VENTURES, INC., doing
business as SUPERSTATION CAR
WASH; RAYMOND YU, an individual;
and TIM YU, an individual; and DOES 1-
20 inclusive

Defendants

Case Number: C22-00538

DECLARATION OF G. MARTIN VELEZ IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
REPRESENTATIVE ACTION
SETTLEMENT

Date: January 25, 2024

Time: 9:00 a.m.

Dept.: 12

Judge: The Honorable Charles S. Treat

1 I, G. Martin Velez, hereby declare if called as a witness in this matter I could and would
2 competently testify based upon personal knowledge of the following:

3 1. I am an attorney licensed to practice in the State of California since December 14,
4 1993 and am a member in good standing of the California State Bar.

5 2. Patrick Co, Esq., of the Co Law Firm, and I are the attorneys of record for Socorro
6 Mata Cruz in the matter of *Socorro Mata Cruz v. RTSF Petro Ventures, Inc. et al.*, Contra Costa
7 County Superior Court Case Number C22-00538.

8 CASE BACKGROUND

9 3. This is a wage and hour class action and Private Attorneys General Act (“PAGA”)
10 representative action. Plaintiff and putative class members have worked for RTSF Petro Ventures,
11 Inc., doing business as Superstation Car Wash (“RTSF”), as nonexempt hourly car washers and car
12 detailers during the class period. RTSF owns and operates two full service car washes, one located
13 at 627 Contra Costa Boulevard in Concord, California (also referred to as 627 Contra Costa
14 Boulevard in Concord, California) and a second located at 43601 S. Grimmer Boulevard in Fremont,
15 California.

16 4. On March 23, 2022, Plaintiff filed this action as a class action and representative
17 action based upon her allegations that RTSF (1) failed to provide meal periods, (2) failed to provide
18 rest periods, (3) failed to pay wages, (4) failed to pay reporting time wages, (5) failed to provide
19 accurate wage statements, (6) violated the Business and Professions Code, and (7) violated the
20 Private Attorneys General Act (“PAGA”). Defendants Raymond Yu and Tim Yu were named as
21 defendants in the PAGA cause of action pursuant to Labor Code sections 558, subdivision (a) and
22 558.1, subdivision (a). On December 29, 2021, prior to filing this action, Plaintiff, through her
23 counsel, filed a claim notice with the Labor & Workforce Development Agency setting forth
24 numerous Labor Code violations.

25 DISCOVERY AND INVESTIGATION

26 5. Following the filing of this action, Mr. Co and I conducted formal discovery, serving
27 three separate sets of written discovery, i.e., interrogatories and requests for production of
28 documents, on RTSF. In response to our discovery, RTSF produced its employee handbook,

1 policies and procedures regarding meal periods and rest periods, Plaintiff's personnel file, employee
2 time sheets showing clock in and out times for the start and end of shifts and the start and end of
3 meal periods, and wage statement information in spreadsheets. The time sheets and spreadsheets
4 encompassed the class period going back to March 23, 2018 for all nonexempt hourly car washers
5 and car detailers. RTSF produced a total of 9,232 pages of documents, of which 8,834 involved time
6 sheets. Additionally, Mr. Co and I informally interviewed two other employees who supported
7 Plaintiff's allegations in this action.

8 6. In its verified discovery responses, RTSF identified the putative class size for the
9 class period as 98 hourly nonexempt car washers and car detailers.

10 7. I reviewed and analyzed all of the discovery in this matter, including RTSF's wage
11 and hour policies, time sheets, and wage statement information, and I conferred with Mr. Co on a
12 continuous bases as we evaluated the probability of class certification, success on the merits, and the
13 potential maximum recovery for all claims. Additionally, I researched the applicable law regarding
14 the claims and potential defenses, including defenses set forth in RTSF's discovery responses.

15 SETTLEMENT NEGOTIATIONS

16 8. On December 21, 2022, the Parties participated in a mediation with JAMS before
17 Michael Loeb, Esq., an experienced wage and hour class action mediator. The Parties engaged in
18 settlement negotiations at arm's length, discussing the strengths and weaknesses of the claims and
19 defenses, and at the end of a full day mediation were able to reach a resolution of this action in its
20 entirety for the amount of \$437,800.00. The Parties negotiated all necessary terms and entered into a
21 Joint Stipulation of Settlement and Release of Claims ("Joint Stipulation"), which this Court
22 preliminarily approved on September 5, 2023, with the notice of entry of order filed on September
23 11, 2023.

24 9. The Settlement includes:

25 a. \$20,000.00 allocated to Plaintiff's claims under PAGA, with 75 percent (i.e.,
26 \$15,000.00) payable to the Labor & Workforce Development Agency and 25 percent (i.e.,
27 \$5,000.00) paid to the settlement class members proportionately based on their respective work
28 weeks during the PAGA period.

1 b. The Settlement includes a \$10,000.00 enhancement award to Plaintiff for her
2 service as the class representative.

3 c. The settlement provides that RTSF will not oppose a motion or request by
4 class counsel for an attorneys' fees award not to exceed \$145,933.00, representing approximately
5 one-third of the total settlement amount.

6 d. Class Action Claims Administration, Inc. has served as the settlement
7 administrator and has provided an invoice estimating administrator fees in the amount of \$8,414.00
8 to conclusion.

9 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

10 10. Plaintiff seeks final approval of a \$437,800.00 wage and hour class and PAGA
11 representative action settlement on behalf of 107 nonexempt car detailers and car washers employed
12 by RTSF who worked any time between March 23, 2018 and September 11, 2023 ("Class Period")
13 and December 29, 2020 and September 11, 2023 ("PAGA Period").

14 11. After the Court preliminarily approved the settlement, it was determined that the
15 Class had 107 members, as stated in class administrator Karin Peternel's declaration, not the 98
16 previously estimated.

17 12. After Court-approved deductions, the estimated Net Settlement Amount of
18 \$243,641.21 will be distributed to the 107 Participating Class Members. The individual settlement
19 payment shall be calculated by multiplying each Settlement Class Member's qualifying workweeks
20 by the weekly amount (i.e., weekly amount is the net settlement amount divided by the total
21 workweeks).

22 13. As set forth in Ms. Peternel's declaration, Class Members will receive an average
23 estimated payments of \$2,277, with the highest payment of \$6,148 and the lowest payment of
24 \$21.57. Twenty-five Class Members who worked the entire Class Period will receive payments of
25 \$6,148. PAGA members will receive a portion of \$5,000 of the \$20,000 PAGA payment, calculated
26 at \$0.95 multiplied by the respective PAGA weeks worked.

27 14. One-third of any net settlement payment to Class Members is attributable to wages,
28 with the remaining two-thirds attributable to penalties, including PAGA penalties, and interest.

1 15. Support for the Settlement is strong. As set forth in Ms. Peternel's declaration, no
2 Class Member has requested exclusion and no Class Member has objected.

3 16. No portion of the gross settlement amount will revert to RTSF. Any settlement
4 checks that remain uncashed ninety or more calendar days after issuance shall be voided and the
5 entire uncashed amount shall be transmitted to the California Department of Industrial Relations, to
6 be placed in its Unclaimed Wage Fund.

7 17. Patrick Co and I have conducted a thorough investigation into the facts of this case.
8 Based on our informal investigation and the formal discovery we conducted, I believe that the
9 Settlement is fair, reasonable, and adequate and in the best interests of the Class Members in light of
10 all the known facts and circumstances, the risk of significant delay, the defenses that could be
11 asserted by RTSF both to certification and the merits, trial risk, and appellate risk. The settlement
12 administrator can apply the payment calculations fairly and transparently, and the Settlement does
13 not give preferential treatment to any Class Member. I have no adverse interests to the proposed
14 class in this action.

15 18. Based on an analysis of the facts and legal contentions in this case, information and
16 documents obtained through discovery, our own informal investigation, Mr. Co and I evaluated
17 RTSF's maximum exposure. In discovery, RTSF produced 8,834 time sheets for members of the
18 putative class, with each time sheet representing one work week. I reviewed and analyzed 2,128
19 time sheets, which represents a sample size of 24.1 percent of all time sheets produced, to determine
20 meal period and rest period violations. Based on my review and analysis and Mr. Co's review and
21 analysis of the time sheets and discovery, we determined that the potential maximum damages in this
22 action for the wage and hour violations totaled \$776,181.84 based on the following: meal period
23 violations - \$209,895.84; rest period violations \$477,036.00; and wage statement violations
24 \$89,250.00. We also determined that the maximum PAGA penalties are \$273,000.00 based on the
25 following: failure to provide wage statement penalties - \$91,000; failure to provide premium pay for
26 meal period and rest period penalties - \$91,000; failure to provide a meal period penalties - \$45,000;
27 and failure to provide a rest period penalties - \$45,000. Given that the violations would be contested
28 and that the trial court has discretion to reduce an award if an award is unjust, arbitrary and

1 oppressive or confiscatory (see Lab. Code, § 2699, subd., (e)(2)), it is unlikely that an award of
2 PAGA penalties would be as high as \$273,000.00.

3 19. While I am confident in the merits of the claims in this action, I recognize a
4 legitimate controversy exists as to each cause of action and as to class certification and that RTSF
5 has potential defenses to the various claims. For example, RTSF has written policies and procedures
6 regarding meal periods and rest periods, placing it in a position to argue that it provided its
7 employees with the opportunity to take meal periods and that it authorized and permitted its
8 employees to take rest breaks, thereby satisfying its obligations under *Brinker Restaurant Corp. v.*
9 *Superior Court* (2012) 53 Cal.4th 1004, 1028 1040-1041.

10 20. Mr. Co and I have determined that the potential maximum recovery in this action for
11 both the wage and hour violations and PAGA penalties totals \$1,049,181.84. The settlement amount
12 of \$437,800.00 represents approximately 42 percent of the potential maximum recovery.

13 21. This settlement avoids the risks and accompanying expenses of further litigation.
14 Although the Parties have engaged in significant amount of discovery and class-wide analysis, the
15 Parties have not completed formal written discovery and no depositions have been taken. Plaintiff
16 has intended to take the depositions of corporate officers and managers of RTSF, person(s) most
17 knowledgeable of RTSF's wage and hour policies, and co-workers of Plaintiff. Additionally, had a
18 settlement not been reached, Plaintiff would have had to prepare for class certification and a
19 subsequent trial, as well as a potential appeal. Had the court certified any claims, RTSF could move
20 to decertify the claims. As a result, the Parties would incur considerably more attorneys' fees and
21 costs through trial and possible appeal.

22 22. The proposed settlement of \$437,800.00 represents a substantial recovery when
23 compared to Plaintiff's potential recovery. When considering the risks of litigation, the uncertainties
24 involved in achieving class certification, the burdens of proof necessary to establish liability, the
25 probability of appeal of a favorable judgment, I believe the settlement amount of \$437,800.00 is
26 within the "ballpark" of reasonableness, and preliminary settlement approval is necessary.

27 LABOR & WORKFORCE DEVELOPMENT AGENCY NOTICE

28 23. On June 14, 2023, Class Counsel provided the Labor & Workforce Development

1 Agency ("LWDA") with the Joint Stipulation of Settlement and Release of Claims in this action.
2 Class Counsel has not receive any objection to the Joint Stipulation from the LWDA. A true and
3 correct copy of the LWDA's June 14, 2023 email acknowledging receipt of the Joint Stipulation is
4 attached hereto as Exhibit A. On December 29, 2023, Class provided the LWDA with the
5 September 11, 2023 Notice of Entry of Order attached the September 5, 2023 Order Regarding
6 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. A true and correct copy of
7 the LWDA's December 29, 2023 email acknowledging receipt of the Notice of Entry of Order is
8 attached hereto as Exhibit B.

9 24. On the same date this motion and its supporting documents and exhibits are filed with
10 the Court, they will be served upon Defendant and provided to the LWDA via the LWDA's website,
11 using the appropriate intake form. Class Counsel will provide a supplemental declaration showing
12 service on LWDA.

13 **ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE**

14 25. Plaintiff spent a significant amount of time assisting me and Mr. Co in prosecuting
15 this action. As a long time employee of RTSF, Plaintiff provided important factual information
16 regarding her and her co-workers' experiences at RTSF regarding meal periods, rest periods, and
17 reporting time pay, and she provided the names of potential witnesses. Plaintiff assisted counsel in
18 understanding RTSF's policies and practices and in understanding documents produced in discovery
19 by RTSF. Plaintiff remained in frequent contact with counsel throughout this litigation and
20 remained available and cooperated in assisting counsel in this action.

21 26. During the December 21, 2022 mediation, Plaintiff remained available throughout the
22 day to assist counsel at the mediation, which commenced at 9:30 a.m. Plaintiff had frequent contact
23 with counsel during the mediation and participated in the mediation until approximately 7:45 p.m. in
24 order to finalize the Memorandum of Settlement and cooperated with counsel in finalizing and
25 signing the Joint Stipulation of Settlement and Release of claims.

26 27. Plaintiff's assistance in this litigation was instrumental in our prosecuting this action
27 and the recovery provided in the settlement agreement would not have been possible without
28 Plaintiff's participation.

1 28. In agreeing to act as the class representative in this action, Plaintiff faced actual risks,
2 including the stigma associated with bringing a class action against an employer, unfavorable
3 treatment by her employer (as set forth in her declaration), and financial risks in the event of a
4 unfavorable outcome.

5 29. Plaintiff's participation in this litigation has benefited the class members, who now
6 have the opportunity to receive a settlement for the alleged wage and hour violations they may have
7 never known about on their own or been willing to pursue on their own. If these class members
8 would have tried to pursue their legal remedies on their own, the class members would have had to
9 devote significant time and resources, which were made unnecessary by Plaintiff's participation in
10 this action.

11 30. This class action would not have been possible without the assistance of Plaintiff, and
12 her willingness to take on the risk associated with this action. The requested enhancement award of
13 \$10,000.00 for Plaintiff for her service as the class representative is a relatively small amount of
14 money for the time, effort, and risk Plaintiff undertook.

15 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

16 31. The settlement provides for an attorneys' fees award not to exceed \$145,933.00,
17 representing approximately up to one-third of the total settlement amount. Additionally, the
18 settlement provides for reasonable litigation costs totaling \$9,811.79.

19 32. I believe that the requested attorneys' fees award of \$145,933.00 and costs of
20 \$9,811.79 are reasonable. The fee percentage is less than that the amount I charge in single plaintiff
21 employment cases. Additionally, I have invested significant time and resources into this litigation,
22 with payment deferred to the end of the case and contingent upon the outcome.

23 33. My hours billed in this action total 154.3. Attached hereto as Exhibit C are my
24 billings in this action, in which I have exercised billing judgment.

25 34. The risk I have undertaken in this litigation is significant, particularly if this action
26 resulted in a negative outcome. In the event of a negative outcome, I would have not received any
27 compensation for the work I performed in this action.

1 35. Mr. Co and I have incurred expenses in the amount of \$9,811.79 in litigating this
2 action through preliminary approval. These expenses have been reasonably necessary to the
3 litigation, actually incurred, and should be reimbursed in full. Attached hereto as Exhibit D is an
4 itemization of our litigation expenses.

5 MY EXPERIENCE AND QUALIFICATIONS

6 36. I graduated from the University of California, Berkeley in May 1986 with a Bachelor
7 of Arts degree in Economics. I graduated from the University of Iowa College of Law in May 1993,
8 where I was a member of the Moot Court Board and the *Iowa Law Review*. I was admitted to the
9 California State Bar on December 14, 1993 and I have 30 years' experience as an attorney. I worked
10 as a deputy district attorney with the Santa Cruz County District Attorney's Office from 1994 to
11 1995 and as a deputy public defender with the Sonoma County Public Defender's Office from 1995
12 to 1998. After two years in private practice, I worked as an associate for a civil litigation defense
13 firm in Daly City from 2000 to 2006 and as an associate for an employment litigation defense firm in
14 San Francisco from 2006 to 2007. I have practiced in the area of employment law since 1998. Since
15 2007, I have been a solo practitioner, handling cases throughout the San Francisco Bay Area,
16 including superior courts in Alameda County, Marin County, Napa County, San Francisco County,
17 San Mateo County, Santa Clara County, and Solano County, and district courts for the Northern
18 District of California and the Central District of California. Approximately 80 percent of my cases
19 are plaintiff's employment law cases, which are taken on a contingency fee basis in which I incur the
20 litigation expenses.

21 37. In the past years, I have been plaintiff's counsel in the following single or multi-
22 plaintiff cases which have involved wage and hour claims, among other causes of action: *Louie v.*
23 *Amazon.com, Inc. et al.*, Alameda County Superior Court Case Number RG17849022; *Hardy v.*
24 *CDK Fremont LLC*, Alameda County Superior Court Case Number RG189117364; *Ronquillo v.*
25 *Koreana Plaza Market Sacramento, Inc.*, Sacramento County Superior Court Case Number 34-2016-
26 00198438; *Hart v. Bettencourt Transport, Inc.*, Yolo County Superior Court Case Number CV16-
27 1859; *Gasmin v. Comcast Cable Communications Management, LLC*, JAMS Case Number
28 1100109833; *Nigro-Sanchez v. Foothill Health Center, Inc.*, Santa Clara County Superior Court

Case Number 19CV350448; *Machado v. Ducky's Car Wash, LLC*, San Mateo County Superior Court Case Number 18CIV02457; *Royee v. Casino 580, LLC*, RG14744802; *Andrews v. Stanford Properties, Inc.*, Marin County Superior Court Case Number CV800630; *Pierre-Sanchez v. Elan Fitness Center Inc.*, Marin County Superior Court Case Number CIV909090; *Sachdev v. Bayshore Ambulance, Inc.*, San Mateo County Superior Court Case Number CIV476107; *Nunez v. Solage Calistoga Service Corporation*, Napa County Superior Court Case Number 26-51813. Recently, I have expanded my practice to include class action and PAGA actions and I am currently co-counsel with Mr. Co in the following actions: *Henderson v. Amazon.com, Inc. et al.*, Alameda County Superior Court Case Number 22CV018987; *Chou v. The Ding Doctor, Inc.*, San Francisco County Superior Court Case Number CGC-22-597414; and *Craig v. Dollar Tree Stores, Inc.*, Contra Costa County Superior Court Case Number C23-01350.

38. In my career, I have had 42 jury trials, seven of which have involved civil matters in superior court (unlimited jurisdiction) and district court and 35 of which have involved criminal matters. I have acted as lead counsel on all of the jury trials, with the exception of three cases in which I have acted as second chair.

39. My hourly rate in this action is \$650.00, which is based on my 30 years of experience as an attorney and is reflective of the market rate for attorneys of similar experience and skill level in the San Francisco Bay Area. In 2020, I was awarded attorneys' fees based on an hourly rate of \$500.00 in *Gayton v. PRA*, American Arbitration Association Case Number 01-18-0004-2509, San Francisco County Superior Court Case Number CPF-20-517069, a pregnancy discrimination case. Since then, I have increased my hourly rate to \$650.00, which is based on my experience practicing employment law in the San Francisco Bay Area, my discussions with colleagues practicing employment law regarding fee awards, and my knowledge of verdicts and fee awards in employment cases. I believe that my hourly rate of \$650.00 is well within the reasonable range of rates charged by attorneys and approved by courts for those at my level of experience who specialize in representing employees in the San Francisco Bay Area.

40. Attached hereto as Exhibit E is a true and correct copy of the Joint Stipulation of Settlement and Release of Claims entered into by the Parties in this action.

41. Defense counsel has agreed that electronic service of this motion and supporting documents will have same effect as personal service.

I declare under penalty of perjury under the laws of the State of California and of the United States of America that the foregoing is true and correct. Executed this 2nd day of January 2024 in Santa Rosa, California.


G. Martin Velez

Exhibit A

From: [DIR PAGA Unit](#)
To: [Patrick Co](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, June 14, 2023 3:07:56 PM

06/14/2023 03:07:40 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit B

From: [DIR PAGA Unit](#)
To: [Patrick Co](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Friday, December 29, 2023 11:05:51 AM

12/29/2023 11:05:32 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit C

Billing Entries - G. Martin Velez
Mata Cruz v. RTSF et al.
 Contra Costa County Superior Court Case Number MSC 22-00538

<u>Date</u>	<u>Task</u>	<u>Time</u>
10-04-21	t/c from plt	.4
10-05-21	zoom conference with plt 1.4	1.4
10-05-21	memo to file re zoom call	.4
10-06-21	letter to plt	.2
10-13-21	t/c to plt	.2
10-13-21	memo to file re t/c	.1
11-22-21	letter to plt	.1
12-24-21	drafting paga letter and legal research re potential violations	2.2
12-26-21	email to plt	.1
03-01-22	drafting class action complaint	2.0
03-02-22	further drafting class action complaint	2.4
03-02-22	further drafting class action complaint	2.2
03-04-22	further drafting class action complaint	1.8
03-05-22	revisions to class action complaint	.4
03-10-22	revisions to class action complaint	.5
03-11-22	revisions to class action complaint re appropriate wage orders	.5
03-11-22	online research re rtsf dba	.3
03-11-22	legal research re wage orders 7 and 9	.3
03-11-22	final revision to class action complaint	.1
04-09-22	email to plt	.1
04-27-22	email exchange with kim re stip to file answer	.1
04-27-22	conference call with superstation counsel re responsive pleading and cmc	.2
04-28-22	email exchange with melanie kim re service	.1
05-24-22	initial analysis of naranjo decision	.2
06-09-22	email to def counsel re meet and confer re case management	.1
06-22-22	appearance at initial case management	.5
06-22-22	drafting notice of posting jury fees	.2
07-13-22	receipt and analysis of def's answer	.1
07-16-22	drafting special interrogatories and production requests	.5
07-18-22	email to def counsel re discovery and meet and confer	.1
07-22-22	prep for meet and confer with def counsel re plt's discovery	.1
07-22-22	t/c to def counsel kim re meet and confer re discovery	.2
07-22-22	legal research re bel aire notice and discovery of class contact	1.5
08-11-22	review and analysis and revisions to bel aire notice	.2
08-11-22	review and analysis of def's written disc responses and 349 pages of docs produced	2.2
08-11-22	conference call with p co re def's disc responses	.4

09-11-22	rev and analysis of wage stmts for ee 8825	1.5
09-12-22	legal research re settlement of individual employees of putative class	1.0
09-13-22	rev and analysis of timesheets re employee 8391	1.4
09-15-22	rev and analysis of time sheets for ee 8391	.6
09-16-22	rev and analysis of time sheets for ee 8391	1.7
09-16-22	rev and analysis of time sheets for ee 8391	1.3
09-19-22	revisions to spanish bel aire notice	.3
09-22-22	legal research re de minimis violations including analysis of donahue ahm case	1.2
09-22-22	rev and analysis of def's discovery responses	.8
09-22-22	rev and analysis of notes of ayala depo	.4
09-23-22	rev and analysis of time sheets for ee 1128	.5
09-24-22	rev and analysis of time sheets for ee 1128	.7
09-25-22	rev and analysis of time sheets for ee 278	3.4
10-03-22	rev and analysis of time sheets for ee 8238	1.0
10-04-22	rev and analysis of time sheets for ee 8033	1.2
10-05-22	drafting third set of written discovery including production requests and special interrogatories	.8
10-06-22	drafting notice of case management statement	.2
10-11-22	rev and analysis of time sheets for ee 8033	1.0
10-13-22	rev and analysis of time sheets for ees 8033 and 8087	1.2
10-15-22	rev and analysis of time sheets for ee 8087	1.5
10-16-22	rev and analysis of time sheets for ees 8087, 8313 and 8306	1.7
10-16-22	t/c to plt	.1
10-17-22	rev and analysis of time sheets for ees 8306, 8286, 8693 and 8209	1.8
10-17-22	email to def counsel m kim re mediation	.1
10-18-22	t/c to plt	.4
10-28-22	rev and analysis of time sheets for ee 8199	1.8
10-29-22	rev and analysis of time sheets	3.0
11-6-22	drafting mediation brief	3.4
11-6-22	rev and analysis of time sheets for ees 8108 and 8208	1.6
11-7-22	rev and analysis of time sheets for ee 8208	1.4
11-11-22	further drafting joint case management statement	.1
11-11-22	email to def counsel re joint case management statement	.1
11-16-22	appearance at case management	.5
11-16-22	t/c with witness	.8
11/16/22	t/c with plt	.5
11-17-22	t/c with witness	.5
12-1-22	conference with mediator m loeb	.5
12-11-22	drafting mediation brief	2.2
12-12-22	drafting mediation brief	.5
12-12-22	analysis of time sheets and damage assessment	4.4
12-13-22	drafting mediation brief	3.4

12-14-22	drafting mediation brief	8.2
12-14-22	drafting revisions to mediation brief	.2
12-20-22	conference call with witness and p co	.6
12-20-22	conference call with plt and p co	.6
12-20-22	legal research re arguments by def in mediation brief	2.4
12-21-22	appearance at mediation	9.8
12-24-22	drafting preliminary motion for class approval	2.8
01-20-23	drafting plt's case management statement	.1
01-20-23	receipt and analysis of def's case management statement	.1
01-23-23	appearance at case management	.4
01-23-23	t/c to def counsel m kim re general release	.1
02-13-23	review and analysis of 27 page joint stipulation and settlement agreement	1.2
02-14-23	revisions to 27 page release	1.0
02-20-23	drafting class notice	1.5
02-21-23	drafting class notice	1.5
04-17-23	revisions to class notice	1.8
04-17-23	drafting opt-out form	1.0
04-17-23	further review and analysis of 27 page joint stipulation and drafting redline revisions	1.5
04-19-23	email to def counsel m kim re redline joint stipulation and class notice and opt-out form	.1
04-20-23	drafting notice for motion for preliminary approval	.5
04-20-23	analysis of complex department's guidelines for preliminary approval	.4
04-20-23	drafting memo pts and auth for preliminary approval	2.1
04-21-23	further drafting memo pts and auth for preliminary approval	5.0
04-24-23	further drafting memo pts and auth for preliminary approval	4.5
04-25-23	drafting of plt's declaration in support of motion for preliminary approval	2.3
04-25-23	further drafting memo pts and auth for preliminary approval	1.2
04-26-23	drafting declaration of gmv in support of motion for preliminary approval	4.2
05-09-23	email from def counsel m kim re revisions to joint stipulation	.1
05-09-23	review and analysis of def counsel revisions to joint stipulation and class notice and opt-out form	1.0
05-15-23	email to def counsel m kim re joint stipulation	.1
05-23-23	email from def counsel m kim re final version of joint stipulation	.1
05-23-23	review and analysis of final version of joint stipulation	.5
06-09-23	further drafting motion for preliminary approval	3.2
06-10-23	final drafting of motion for preliminary approval and gmv declaration	2.4
08-02-23	review and analysis of court's tentative ruling	.2
08-12-23	drafting revision to proposed order	.3

10-09-23	email from administrator karin peternal re class notice	.2
10-16-23	email to def counsel j wong re class notice	.1
10-18-23	drafting stipulation to continue final approval hearing	.4
10-18-23	email to def counsel j wong re stipulation	.1
10-20-23	email from administrator karin peternal re final approval hearing	.1
12-22-23	receipt and analysis of draft declaration from karin peternel	.2
12-26-23	drafting notice for final approval	.3
12-27-23	drafting memorandum of points and authorities re final approval	2.5
12-28-23	drafting memorandum of points and authorities re final approval	4.8
12-29-23	drafting memorandum of points and authorities re final approval	2.5
12-29-23	drafting declaration of gmv in support of motion for final approval	1.8
12-31-23	drafting of declaration of plt in support of motion for final approval	.8
01-01-24	t/c to plt	.5
01-01-24	drafting revision to plt's declaration in support of motion for final approval	.3
01-01-24	email to plt	.1
01-01-24	drafting revisions to karin peternel declaration in support of motion for final approval	.4
01-01-24	email to karin peternel re declaration	.1
01-02-24	final preparation of motion for final approval	3.2
Total		154.3

Exhibit D

Plaintiff's Litigation Costs
Mata Cruz v. RTSF
Contra Costa County Superior Court Case Number C22-00538

<u>Date</u>	<u>Cost</u>	<u>Amount</u>
12-29-21	LWDA Filing Fee	\$75.00
03-23-22	Complaint Filing Fee	\$1,435.00
03-30-22	Service of Process Fees Re RTSF	\$68.50
03-31-22	Service of Process Fees Re Raymond Yu	\$68.50
11-02-22	JAMS Mediation Fees	\$7,975.00
06-22-22	Jury Fees	\$150.00
11-14-22	Case Management Statement Filing Fee	\$19.66
01-24-23	Case Management Statement Filing Fee	\$20.13
Total		\$9,811.79

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Patrick Co](#)
Subject: Thank you for submission of your PAGA Case.
Date: Wednesday, December 29, 2021 2:32:35 PM

12/29/2021

LWDA Case No. LWDA-CM-860147-21
Law Firm : The Co Law Firm
Plaintiff Name : Socorro Mata Cruz
Employer: RTSF Petro Ventures, Inc., dba SuperStation Car Wash
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

* CONTRA COSTA SUPERIOR COURT - MARTI *
* *
* *
* SUPERIOR COURT - WALNUT CREEK *

* Receipt # 202203230130 Oper: TFULK *
* 3/23/22 Case # MSC22-00538 *
* Case Type .: CIVIL *
* Payment Type: CHECK *
* Received: \$435.00 *
* Fee : \$435.00 *
* Change: \$0.00 *
* - Name - *
* CRUZ VS. RTSF PETRO VENTURES, INC. *
* UNLTD CIV NEW COMPLAINT *

* CONTRA COSTA SUPERIOR COURT - MARTI *
* *
* *
* SUPERIOR COURT - WALNUT CREEK *

* Receipt # 202203230134 Oper: TFULK *
* 3/23/22 Case # MSC22-00538 *
* Case Type .: CIVIL *
* Payment Type: CHECK *
* Received: \$1,000.00 *
* Fee : \$1,000.00 *
* Change: \$0.00 *
* - Name - *
* CRUZ VS. RTSF PETRO VENTURES, INC. *
* RESPONSE COMPLEX LIT FEE GC706 *



Invoice

Pay now at abclegal.com | ABC Legal Services, LLC | 633 Yesler Way, Seattle, WA 98104 | 206-521-9000 | ar@abclegal.com | Tax ID: 91-1153514

BILL TO:

**Co Law Firm
201 Spear St, #1100
San Francisco, CA 94105**

INVOICE# 11341960.100**DATE** Mar 30, 2022**ACCOUNT#** 108919**ATTENTION** pco@colawfirmsf.com**REFERENCE#** 0200-03184**AMOUNT DUE** **\$ 68.50****CASE #** C22-00538**CASE TITLE** SOCORRO MATA CRUZ ON BEHALF OF HERSELF AND ON BEHALF OF ALL PERSONS SIMILARLY SITUATED, ET AL v. RTSF PETRO VENTURES, INC., DOING BUSINESS AS SUPERSTATION CAR WASH, ET AL**COURT** CA Superior of Contra Costa Co at Wakefield Taylor Courthouse**SERVICES PERFORMED**

DESCRIPTION	NOTE	AMOUNT
Effect Service of Process		
Service of Process	Subject: RTSF PETRO VENTURES, INC., DOING BUSINESS AS SUPERSTATION CAR WASH Address: 1999 Harrison Street 26th Floor, Oakland, CA 94612 Result: Served Date Served: 03/30/2022 Photo: Yes	68.50

SUBTOTAL \$ 68.50**SALES TAX** \$ 0.00**AMOUNT DUE** **\$ 68.50**



Invoice

Pay now at abclegal.com | ABC Legal Services, LLC | 633 Yesler Way, Seattle, WA 98104 | 206-521-9000 | ar@abclegal.com | Tax ID: 91-1153514

BILL TO:

**Co Law Firm
201 Spear St, #1100
San Francisco, CA 94105**

INVOICE# 11351361.100**DATE** Mar 31, 2022**ACCOUNT#** 108919**ATTENTION** pco@colawfirmsf.com**REFERENCE#** 0200-03184**AMOUNT DUE****\$ 68.50****CASE #** C22-00538**CASE TITLE** SOCORRO MATA CRUZ ON BEHALF OF HERSELF, ET AL. v. RTSF PETRO VENTURES, INC., DOING BUSINESS AS SUPERSTATION CAR WASH, ET AL.**COURT** CA Superior of Contra Costa Co at Wakefield Taylor Courthouse**SERVICES PERFORMED**

DESCRIPTION	NOTE	AMOUNT
Effect Service of Process		
Service of Process	Subject: Raymond Yu, an individual Address: 48918 Crown Ridge Cmn, Fremont, CA 94539 Result: Not Served	68.50
Prepare Suit		
24 Hour Locate	Subject: Raymond Yu, an individual Date: 03/30/2022 # of Addresses found: 15	0.00
SUBTOTAL		\$ 68.50
SALES TAX		\$ 0.00
AMOUNT DUE		\$ 68.50

INVOICE

**Invoice Date**

11/2/2022

Invoice Number

6395984

Bill To: **Mr. Patrick Co Esq.**
Co Law Firm
201 Spear St.
Suite 1100
San Francisco, CA 94105
US

Reference #: 1100114818 - Rep# 1

Billing Specialist: **Mason, Glenn T**
Email: **gmason@jamsadr.com**
Telephone: **949-224-4654**
Employer ID: **68-0542699**

RE: Cruz, Mata vs. RTSF Petro Ventures, Inc., et al.Neutral(s): **Michael Loeb, Esq.**Representing: **Mata Cruz**Hearing Type: **MEDIATION**

DL

Date / Time	Description	Your Share
11/1/22	Michael J Loeb Esq. Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Please review the Neutral's fee schedule regarding case management fee and cancellation policies. Supplemental deposit requests will be assessed as needed. Any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 7,975.00

Total Billed: \$ 7,975.00**Total Payment:** (\$ 7,975.00)**Balance:** \$ 0.00

Invoice total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. Payment is due upon receipt.

[Click here to pay](#)

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

OFFICIAL RECEIPT

CONTRA COSTA SUPERIOR COURT
Martinez Civil Unit
725 Court St, Rm 103
Martinez, CA 94553

Receipt No. **MTZCV-2022-06812**
Transaction Date 06/22/2022
Payor
SOCORRO MATA CRUZ ON BEHA

Description	Amount Paid
SOCORRO MATA CRUZ ON BEHALF OF HERSELF AND ON BEHALF OF ALL PERSONS SIMILARLY SITUATED AND ON BEHALF OF HERSELF, THE LABOR MSC22-00538 CRUZ VS. RTSF PETRO VENTURES, INC.	
Advance Jury Fee - CCF	150.00
SUBTOTAL	150.00
Remaining Balance Due:	0.00
PAYMENT TOTAL	150.00
Check (Ref #3075) Tendered	150.00
Total Tendered	150.00
Change	0.00
06/22/2022 12:00 PM	Cashier Station CW8
	Audit 3752911

OFFICIAL RECEIPT



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Bill To
Law Office of G. Martin Velez 7250 Redwood Boulevard, Suite 300 Novato CA 94945

Credit Card Sale

Date	11/14/2022
Customer	0122267
Credit Sale	04525728
Amount Due	\$0

Order Number	19286011
Contact	Martin Velez
Attorney	G. Martin Velez
Billing Code	
Case Title	CRUZ VS. RTSF PETRO VENTURES, INC.
Court	Superior Court of California, Contra Costa County
Court Transaction Number	10460531
Case Number	MSC22-00538
Documents	Case Management Conference Statement Filed

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$3.50
Court Convenience Fee**	\$0.10
SUBTOTAL	\$3.60

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.50
eServe Charge	\$3.00
Convenience Fee‡	\$0.56
SUBTOTAL	\$16.06

FEES SUMMARY	AMOUNT
Disbursements	\$3.60
One Legal Fees	\$16.06
TOTAL CHARGED	\$19.66

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

** The court levies a surcharge on all its mandatory fees. The surcharge varies depending on the court.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Bill To
Law Office of G. Martin Velez 7250 Redwood Bouelvard, Suite 300 Novato CA 94945

Credit Card Sale

Date	1/24/2023
Customer	0122267
Credit Sale	04694441
Amount Due	\$0

Order Number	19679340
Contact	Martin Velez
Attorney	G. Martin Velez
Billing Code	
Case Title	CRUZ VS. RTSF PETRO VENTURES, INC.
Court	Superior Court of California, Contra Costa County
Court Transaction Number	10985362
Case Number	MSC22-00538
Documents	Case Management Conference Statement Filed

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$3.50
Court Convenience Fee**	\$0.10
SUBTOTAL	\$3.60

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
eServe Charge	\$3.00
Convenience Fee‡	\$0.58
SUBTOTAL	\$16.53

FEES SUMMARY	AMOUNT
Disbursements	\$3.60
One Legal Fees	\$16.53
TOTAL CHARGED	\$20.13

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

** The court levies a surcharge on all its mandatory fees. The surcharge varies depending on the court.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

Exhibit E

JONATHAN MCNEIL WONG, #112224
jmwong@donahue.com
MELANIE YOUNGSEO KIM, #341251
mkim@donahue.com
DONAHUE FITZGERALD LLP
Attorneys at Law
1999 Harrison Street, 26th Floor
Oakland, California 94612-3520
Telephone: (510) 451-3300
Facsimile: (510) 451-1527

Attorneys for Defendants
RTSF PETRO VENTURES, INC.; RAYMOND YU;
AND TIM YU

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

SOCORRO MATA CRUZ on behalf of herself
and on behalf of all persons similarly situated,
and on behalf of herself, the Labor Workforce
Development Agency, and similarly situated
aggrieved current and former employees,

Plaintiff,

v.

RTSF PETRO VENTURES, INC., doing
business as SUPERSTATION CAR WASH;
RAYMOND YU, an individual; and TIM YU,
an individual; and DOES 1-20 inclusive,

Defendants.

Case No. C22-00538

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE OF
CLAIMS**

1 This Joint Stipulation of Class Action Settlement and Release of Claims ("Stipulation") is
2 made and entered into between Plaintiff SOCORRO MATA CRUZ, as an individual and as a
3 representative of the Class, and Defendants RTSF PETRO VENTURES, INC., doing business as
4 SUPER STATION CAR WASH ("RTSF"), RAYMOND YU, and TIM YU, who are parties to the
5 above-captioned putative class action litigation.

6 It is hereby stipulated and agreed, by and between the undersigned Parties, subject to
7 approval of the Court, that the settlement of this action shall be effectuated upon and subject to the
8 following terms and conditions:

9 **DEFINITIONS**

10 The following terms when used in this Stipulation shall have the following meanings:

11 1. "Action" or "Lawsuit" means the above stated action, styled as *Mata Cruz v. RTSF*
12 *Petro Ventures, Inc.*, Contra Costa County Superior Court Case Number C22-00538.

13 2. "Class Action Administrator" means Class Action Claims Administration, Inc.,
14 whom the parties have selected to administer this Stipulation.

15 3. "Class Action Administration Costs" mean the fees and expenses reasonably and
16 necessarily incurred by the Class Action Administrator as a result of performing the settlement
17 administration procedures and functions expressly required in this Stipulation and shall include all
18 costs of administering the Settlement including, but not limited to, all tax document preparation,
19 custodial fees and accounting fees incurred by the Class Action Administrator; all costs and fees
20 associated with preparing, issuing and mailing any and all notices and other correspondence to
21 Settlement Class Members (as hereinafter defined); all costs and fees associated with computing,
22 processing, reviewing and paying the Settlement Class Member Settlement Amount (as hereinafter
23 defined) and resolving disputed claims; all costs and fees associated with calculating tax
24 withholdings and payroll taxes and making related payment to federal state tax authorities and
25 issuing tax forms relating to any payments made consistent with this Stipulation; all fees and costs
26 associated with any other payments to be made out of or into the Qualified Settlement Fund (as
27 hereinafter defined); all costs and fees associated with preparing any tax returns and any other
28 filings required by any governmental taxing authority or agency; all costs and fees associated with

1 preparing any other notices, reports or filings to be prepared in the course of administering
2 disbursements from the Qualified Settlement Fund; and any other costs and fees incurred and/or
3 charged by the Class Action Administrator in connection with the execution of its duties under this
4 Stipulation.

5 4. "Class" and "Settlement Class" means all current and former non-exempt Car
6 Washer/Detailer employees employed by RTSF (as hereinafter defined) at Super Station Car Wash,
7 located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra
8 Costa Boulevard, Pleasant Hill, California 94523), and/or Super Station Car Wash & Lube, located
9 at 43601 S. Grimmer Boulevard, Fremont, California, 94538 at any time on or after March 23, 2018
10 through the Date of Preliminary Approval (as hereinafter defined).

11 5. "Class Counsel" shall mean Patrick R. Co of The Co Law Firm, and G. Martin Velez
12 of the Law Office of G. Martin Velez.

13 6. "Class Period" shall mean March 23, 2018 through the Date of Preliminary
14 Approval.

15 7. "Class Representative" or "Plaintiff" means SOCORRO MATA CRUZ.

16 8. "Class Representative Released Claims" shall be any and all claims for failure to
17 pay all wages including failure to provide meal periods; failure to provide rest periods; failure to
18 pay reporting time wages; failure to provide accurate wage statements; violation of Bus. & Prof.
19 Code § 17200 *et seq.*; all claims under PAGA (as hereinafter defined) that could have been
20 premised on the claims, causes of action or legal theories described above or any of the claims.

21 9. "Court" shall mean the Superior Court of the State of California for Contra Costa
22 County.

23 10. "Date of Preliminary Approval" means the date the Court enters an Order approving
24 this Stipulation, the exhibits thereto and setting a hearing for Final Approval of the Stipulation,
25 including approval of attorneys' fees and costs.

26 11. "Date of Final Approval" means the date on which the Court enters a final judgment
27 on the Complaint in this matter approving the terms and conditions of this Stipulation and the
28

1 exhibits thereto, including attorneys' fees and costs, Plaintiff's Service Enhancement Payment and
2 the PAGA payment.

3 12. "Defendants" shall mean RTSF, Raymond Yu, and Tim Yu, and each of their past,
4 present and/or former predecessors, successors, parents, subsidiaries, officers, directors,
5 shareholders, members, managers, employees, and agents.

6 13. "Deficient Opt-Out Form" means an Opt-Out Form (as hereinafter defined) that is
7 not signed by the Settlement Class Member submitting the Opt-Out Form or cannot be verified by
8 the Class Action Administrator as being an authentic submission by the Settlement Class Member.

9 14. "Defendants' Counsel" means DONAHUE FITZGERALD LLP.

10 15. "Effective Date" of this Stipulation means the first business day upon which the later
11 of the following have occurred:

12 16. The Date of Final Approval if Settlement Class Members have not filed objections,
13 or if they have filed objections, which have been withdrawn; or;

14 17. If Settlement Class Members have filed objections that have not been withdrawn,
15 either (1) the time to appeal the Court's entry of Final Judgment (as hereinafter defined) has expired
16 and there has been no appeal; or (2) The court of last resort to which any appeal is taken has affirmed
17 its entry of Final Judgment in its entirety or the Settlement Class Member has presented a petition
18 for review and the affirmance is no longer subject to further appeal or review.

19 18. "Employee Taxes" shall mean the employee portion withheld from a paycheck for
20 the purpose of Social Security, Medicare, State Disability Insurance, or state, federal, or local
21 income tax.

22 19. "Complaint" shall mean the operative Class Action and Representative Action
23 Complaint in the Action which was originally filed on or about March 23, 2022.

24 20. "LWDA" means the California Labor and Workforce Development Agency.

25 21. "Maximum Settlement Amount" or "MSA" is the sum of Four Hundred Thirty-
26 seven Thousand Eight Hundred U.S. dollars (\$437,800.00), which represents the maximum amount
27 payable in this Settlement by Defendant RTSF, that includes all payments to be made to Settlement
28 Class Members, attorneys' fees approved by the Court, attorney costs approved by the Court,

1 Settlement Class Members' share of payroll taxes that Defendant RTSF is required to withhold as
2 a matter of law, Plaintiff's Service Enhancement Payment, any payments made to the LWDA under
3 PAGA ("PAGA Payment") and Class Action Administration Costs.

4 22. "Net Settlement Amount" or "NSA" is the portion of the Maximum Settlement
5 Amount eligible for distribution to Qualified Settlement Class Members. This is the Maximum
6 Settlement Amount minus awarded attorneys' fees, costs, Plaintiff's actual Service Enhancement
7 Payments, the PAGA Payment and actual Class Action Administration Costs.

8 23. "Class Notice" shall mean the document attached hereto as Exhibit 1.

9 24. "Opt-Out Form" shall mean the exclusion document attached hereto as Exhibit 2.

10 25. "Opt-Out Period" shall mean a period of sixty (60) calendar days from the date the
11 Class Action Administrator mails the Settlement Documents to Settlement Class Members. If the
12 sixtieth day falls on a Sunday or holiday, the Opt-Out Period shall end on the next business day
13 that is not a Sunday or holiday.

14 26. "PAGA" shall mean the California Labor Code Private Attorneys General Act of
15 2004 (as amended), California Labor Code §§ 2698 *et seq.*

16 27. "PAGA Allocation" shall mean twenty thousand dollars (\$20,000.00).

17 28. "PAGA Payment" shall mean the payment to the California Labor and Workforce
18 Development Agency ("LWDA") in the amount of fifteen thousand dollars (\$15,000.00)
19 constituting seventy-five percent (75%) of the value assigned to the claim for penalties under
20 PAGA.

21 29. "Parties" shall mean Defendants and Plaintiff.

22 30. "Party" shall mean either Plaintiff, Defendant RTSF, Defendant Raymond Yu, or
23 Defendant Tim Yu.

24 31. "PAGA Period" shall mean December 29, 2020 through the Date of Preliminary
25 Approval.

26 32. "Qualified Settlement Fund" shall mean the Qualified Settlement Fund established
27 by the Class Action Administrator for the benefit of the Settlement Class Members.
28

1 33. "RTSF" shall mean Defendant RTSF PETRO VENTURES, INC., doing business as
2 SUPER STATION CAR WASH.

3 34. "Settlement Class Member" means a Settlement Class Member who has not timely
4 submitted a valid Opt-Out Form to the Class Action Administrator.

5 35. "Settlement Class Member Released Class Claims" shall be the following claims,
6 which are being released for the time period March 23, 2018 to the Effective Date: All claims and
7 causes of action alleged or that could have been alleged based on the allegations and claims set
8 forth in the Complaint on file in this Action against Defendant. These claims include, but are not
9 limited to: (1) Any claims for unpaid wages (including but not limited to overtime pay, minimum
10 wage, regular wages, salary, missed meal period premium pay, missed rest period premium pay,
11 failure to reimburse business expenses, failure to pay wages of terminated or resigned employees),
12 alleged or which could have been alleged under the facts pleaded in the operative Complaint; (2)
13 Any claims for failure to comply with the employee itemized wage statement provision under
14 California Labor Code section 226; (3) Any claims for failure to keep accurate payroll records
15 under California Labor Code section 1174; (4) Any claims for failure to provide or make available
16 meal and rest periods as required under California Labor Code sections 226.7, 512 and IWC Wage
17 Orders; and (5) Any claims under California Business and Professions Code section 17200 *et seq.*
18 This Release expressly excludes claims involving workers' compensation, ERISA, unemployment
19 insurance benefits and any other claims prohibited from release by law.

20 36. "Settlement Class Members Released PAGA Claims" shall be (1) Any claims under
21 PAGA as set forth in the pre-filing notice to the LWDA and as pleaded in the Complaint. This
22 Release expressly excludes claims involving workers' compensation, ERISA, unemployment
23 insurance benefits and any other claims prohibited from release by law.

24 37. "Settlement Class Member's Individual Settlement Amount" or "Settlement Class
25 Member's Individual Settlement Payment" means that after deducting from the MSA the Class
26 Counsel Award and Class Counsel Costs, the LWDA PAGA Allocation, Class Representative
27 Enhancement Awards, and Claims Administration Costs, the remaining funds (the "Net Settlement
28

Amount"), will consist of an Individual Class Settlement Payment and, if applicable, an Individual PAGA Settlement Payment to be distributed as follows:

38. To calculate the Individual Class Settlement Payment, for each Settlement Class Member, the Class Action Administrator will multiply each Settlement Class Member's Qualifying Class Workweeks by the Weekly Amount. The product of each calculation represents the gross Individual Class Settlement Payment for the respective Settlement Class Member. The Class Action Administrator will then deduct Employee Taxes attributable to wages to arrive at the net Individual Settlement Payment for each respective Class Member.

39. To calculate the Individual PAGA Settlement Payment, for each Settlement Class Member, the Class Action Administrator will multiply each Settlement Class Member's Qualifying PAGA Workweeks by the Weekly Amount. The product of each calculation represents the gross Individual PAGA Settlement Payment for the respective Settlement Class Member.

40. "Qualifying Class Workweeks" means the number of weeks or partial weeks during the Class Period during which a Settlement Class Member was employed by Defendant in California. Qualifying Class Workweeks will be calculated by the Class Action Administrator based on information regarding the Settlement Class Member's length of employment within the relevant time period provided by Defendant.

41. "Qualifying PAGA Workweeks" means the number of weeks or partial weeks during the PAGA Period during which a Settlement Class Member was employed by Defendant in California. Qualifying PAGA Workweeks will be calculated by the Class Action Administrator based on information regarding the Settlement Class Members length of employment within the relevant time period provided by Defendant.

42. "Total Qualifying Workweeks" means for each Settlement Class Member, their Qualifying Class Workweeks plus their Qualifying PAGA Workweeks.

43. "Total Workweeks" means the total number of Qualifying Class Workweeks plus the total number of Qualifying PAGA Workweeks of all Settlement Class Members.

44. "Weekly Amount" means the Net Settlement Amount divided by Total Workweeks.

45. "Stipulation of Settlement," "Stipulation," "Settlement Agreement," "Settlement" and "Agreement" each shall mean this Joint Stipulation of Settlement and Release.

DESCRIPTION OF THE LITIGATION

46. On March 23, 2022, Plaintiff SOCORRO MATA CRUZ filed a class action lawsuit against Defendants in the Superior Court for the State of California, in and for the County of Contra Costa, Case Number C22-00538, alleging the following claims and causes of action: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay wages; (4) failure to pay reporting time wages; (5) failure to provide accurate wage statements; (6) violation of Business and Professions Code; and (7) violation of Private Attorneys General Act ("Complaint"). Defendants filed an answer to the Complaint on July 12, 2022 denying all claims alleged therein.

47. Plaintiff seeks to represent a putative class of all current and former non-exempt Car Washer/Detailer employees employed by RTSF in Super Station Car Wash, located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra Costa Boulevard, Pleasant Hill, California 94523), and Super Station Car Wash & Lube, located at 43601 S. Grimmer Boulevard, Fremont, California, 94538 at any time between March 23, 2018 through the Date of Preliminary Approval.

POSITIONS OF THE PARTIES

48. The Parties conducted internal and informal investigations regarding the instant matter. Plaintiff served three sets of extensive written discovery pertaining to a wide range of topics, including, but not limited to, RTSF's policies and practices regarding meal and rest periods and timekeeping procedures. RTSF responded to Plaintiff's discovery requests and produced copies of time cards and payroll records for all putative class members, including Plaintiff, prior to the mediation. The Parties agreed to participate in mediation. Defendants represented before mediation there were approximately ninety-eight (98) putative Class Members during the class period.

49. Defendants deny Plaintiff's claims. Defendants do not believe that any liability to Plaintiff or Settlement Class Members exists or that Plaintiff or Settlement Class Members are entitled to any recovery. Nothing in this Stipulation of Settlement shall be construed to be or deemed an admission by Defendants of any liability, culpability, negligence or wrongdoing toward

1 the Class Representative, the Settlement Class Members or any other person and Defendants
2 specifically disclaims any liability, culpability, negligence or wrongdoing toward the Class
3 Representative, the Settlement Class Members or any other person and further denies that class
4 certification or representative action treatment is appropriate. Nothing in this Settlement
5 Agreement will be offered or used for the purpose of arguing or asserting this settlement as an
6 admission of liability by Defendants.

7 50. On December 21, 2022, the Parties participated in a ten hour mediation of this
8 dispute with mediator Michael Loeb. The mediation resulted in a total monetary settlement of Four
9 Hundred Thirty-seven Thousand Eight Hundred U.S. Dollars (\$437,800.00). All of the terms of the
10 Parties' settlement are contained within this Stipulation of Settlement. At all times, the Parties'
11 settlement negotiations have been non-collusive, adversarial and at arm's length.

12 51. Discussions between counsel for the Parties, discovery, as well as the Parties'
13 investigation and evaluation of Plaintiff's claims, have permitted each side to assess the relative
14 merits of the claims and the defenses to those claims. The Parties agree that the above-described
15 investigation and evaluation, as well as the information exchanged during settlement negotiations
16 and mediation, are more than sufficient to assess the merits of the respective Parties' positions and
17 to compromise the issues on a fair and equitable basis. Based on their own independent
18 investigations and evaluations, Class Counsel is of the opinion that the consideration and terms of
19 the Settlement as set forth below, considering the representative and class claims and the risk of
20 loss, are fair, reasonable and adequate in light of all known facts and circumstances and are in the
21 best interests of the Class. Class Counsel is also of the opinion that the total consideration and
22 settlement payment set forth in this Stipulation of Settlement is adequate in light of the uncertainties
23 surrounding the risk of further litigation and the possible defenses and offset claims that Defendants
24 have asserted and could assert.

25 52. Defendants and their counsel have similarly concluded that it is desirable that the
26 Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid
27 further expense, inconvenience and distraction of further legal proceedings and the risk of the
28

outcome of the Action. Therefore, Defendants have determined that it is desirable and beneficial to finally and fully put to rest the claims in the Action.

OPERATIVE TERMS OF SETTLEMENT

The Parties to this Action agree as follows:

53. Non-Admission. This Stipulation of Settlement and/or any related Court documents or orders may not be cited or otherwise admitted as evidence of liability or that class certification or representative action treatment is appropriate. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendants or as to whether a class should be certified other than for settlement purposes only.

54. Conditional Certification of the Settlement Class. The Parties stipulate to the conditional certification of the Settlement Class as defined herein for settlement purposes only. As set forth in the provisions below, the certification for settlement purposes is void and all terms of this Settlement are void if this Settlement is not approved by the Court. The Parties further stipulate that, for settlement purposes only, The Co Law Firm, and the Law Office of G. Martin Velez may be appointed as Class Counsel and Plaintiff Socorro Mata Cruz may be appointed as the Class Representative. Defendants' stipulation to this settlement class shall not be construed as an admission or acknowledgement of wrongdoing of any kind or that any class should be certified or given collective action treatment.

55. Payment Allocations From the Maximum Settlement Amount. Defendant RTSF shall pay an amount not to exceed Four Hundred Thirty-seven Thousand Eight Hundred U.S. Dollars (\$437,800.00) as the Maximum Settlement Amount to fully and finally resolve the Action on a class-wide basis. This is a non-reversionary settlement. Under no circumstances will Defendant RTSF be obligated to pay any more than the Maximum Settlement Amount of Four Hundred Thirty-seven Thousand Eight Hundred U.S. Dollars (\$437,800.00), with the exception of the employer's portion of any required payroll taxes. The Parties agree to the following allocations to be paid from the Maximum Settlement Amount subject to Court approval:

56. From the Maximum Settlement Amount, Defendants will not oppose Plaintiff counsel's application to the Court for up to one-third, or One Hundred Forty-five Thousand Nine

1 Hundred Thirty-three U.S. Dollars (\$145,933.00) of the Maximum Settlement Amount for
2 attorneys' fees. Plaintiff's estimated requested attorneys' fees will be subject to the approval of the
3 Court.

4 57. From the Maximum Settlement Amount, Defendants will not oppose Plaintiff
5 counsel's application to the Court for reimbursement of reasonable substantiated litigation costs and
6 expenses incurred, subject to the approval of the Court.

7 58. From the Maximum Settlement Amount, Defendants will not oppose Plaintiff
8 counsel's application to the Court for a Service Enhancement Payment to the Class Representative
9 up to Ten Thousand U.S. Dollars (\$10,000.00), with no withholdings and deductions except for
10 any backup withholdings required by law, in consideration for her full release of all claims as
11 pleaded in the operative complaint and for her efforts in instituting and participating in the Action.
12 The amount of the Service Enhancement Payment will be subject to the approval of the Court.

13 59. Class Action Administration Costs, estimated at Eight Thousand Four Hundred
14 Fourteen U.S. Dollars (\$8,414.00), will be paid to the Class Administrator from the Maximum
15 Settlement Amount and will be subject to the approval of the Court.

16 60. From the Maximum Settlement Amount, the portion to be allocated for PAGA
17 Payment is Twenty Thousand U.S. Dollars (\$20,000.00), 75% (\$15,000.00) of which will be paid
18 by the Class Action Administrator to the LWDA, 25% (\$5,000.00) of which will remain in the Net
19 Settlement Amount and will be subject to the approval of the Court. The portion of the Net
20 Settlement Amount allocated for PAGA Payment shall be divided among the Participating Class
21 Members as part of the Individual PAGA Settlement Payments, as set forth above.

22 61. The Net Settlement Amount shall be the Maximum Settlement Amount minus
23 awarded attorneys' fees, costs, Plaintiff's Service Enhancement Payment, actual Class Action
24 Administration Costs and the PAGA Payment. Settlement Class Members' share of payroll taxes
25 that RTSF is required to withhold as a matter of law shall be taken out from the Net Settlement
26 Amount. RTSF's employer share of the payroll taxes as required by law will be paid by RTSF
27 outside of the Maximum Settlement Amount. The Parties agree that the Settlement Agreement shall
28 remain binding even if the Court does not approve the full amount of attorneys' fees, litigation

costs, Service Enhancement Payment, Class Action Administration Costs or PAGA payment. The Agreement shall remain binding with any such Court-ordered modification(s) and its terms will otherwise remain unchanged. Any Court-ordered reduction in the attorneys' fees, litigation costs, Service Enhancement Payment, PAGA payment, or Class Action Administration Costs shall be added to the Net Settlement Amount.

62. Tax Treatment. For tax purposes, Settlement Class Members shall be individually responsible for the payment of taxes each Settlement Class Member's Individual Class Settlement Payment except that all employee deductions (including taxes on any payments attributable to wages) shall be deducted from any Settlement Class Members' Settlement Payments hereunder as required by law. The Parties agree that the amount of monies attributable to wages shall be one-third of any net settlement proceeds paid to each Settlement Class Member, with the remaining two-thirds attributed to penalties, including PAGA penalties, and interest. Defendants are not responsible for any tax consequences regarding the allocation of the settlement payments. The Class Representative and Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. An IRS Tax Form W-2 will be issued to each Settlement Class Member with regard to the portion of the Settlement Class Member Settlement Payments attributable to wages and an IRS Tax Form 1099 will be issued to each Settlement Class Member with regard to the remaining portion of the Settlement Class Member Payments. An IRS Tax Form 1099 shall be issued to Class Counsel at the appropriate time in the amount of attorneys' fees and costs paid to Class Counsel.

63. Class Representative is Presumed a Settlement Class Member. The Class Representative shall automatically be deemed a Settlement Class Member.

64. Eligibility of Settlement Class Member Settlement Payments. Settlement Class Members, who are Settlement Class Members that have not timely and properly completed and submitted the Opt-Out Form, shall be entitled to a Settlement Class Member Settlement Payment. Class Members who timely and properly complete and submit the Opt-Out Form, shall still be entitled to an Individual PAGA Settlement Payment.

1 65. Calculation of Settlement Class Member Settlement Amounts. The Class Action
2 Administrator will calculate pro rata settlement payments to Settlement Class Members from the
3 Net Settlement Amount based on each Settlement Class Member's Qualifying Work Weeks as
4 reflected on Defendant's internal records as set forth in this paragraph. The Parties agree that the
5 formulas for allocating the Settlement Class Member Settlement Amounts provided herein are
6 reasonable and that the Settlement Class Member Settlement Amounts provided herein are designed
7 to provide a fair settlement to the Class.

8 66. Defendants Not Responsible For Settlement Calculations. Defendants shall have no
9 responsibility for deciding the validity of any Individual Settlement Payment or any other payments
10 made pursuant to this Settlement, shall have no involvement in or responsibility for the
11 determination or payment of Employee Taxes, and shall have no liability for any errors made with
12 respect to such Employee Taxes.

13 67. Distribution of Settlement Class Member Settlement Payments. If and when the
14 Effective Date occurs, the Class Action Administrator shall prepare a final list of all Qualified
15 Settlement Class Members. For each Qualified Settlement Class Member on this list, the Class
16 Action Administrator will calculate the amounts due to each Qualified Settlement Class Member
17 and issue checks payable to each Qualified Settlement Class Members. The Parties herein agree
18 that RTSF will provide the total settlement amount in two (2) installments. The first installment
19 shall be no less than Two Hundred Eighteen Thousand Nine Hundred U.S. Dollars (\$218,900.00)
20 and deposited no later than two (2) months after Final Approval of the Settlement is ordered granted
21 by the Court. The remaining installment amount, which shall equal the Maximum Settlement
22 Amount less the amount paid with the first installment, but in no event shall be no more than Two
23 Hundred Eighteen Thousand Nine Hundred U.S. Dollars (\$218,900.00), shall be similarly
24 deposited with the Class Action Administrator in the calendar year following the date of the first
25 installment or within six (6) months of the date of the first installment, whichever is later, but in no
26 event later than March 31, 2024. The Class Action Administrator shall advise Defendants' Counsel
27 of the total funds necessary to pay the employer payroll taxes required by this Settlement no later
28 than seven (7) calendar days after the Effective Date of the Settlement and Defendant shall deposit

1 that additional amount with the Class Action Administrator no later than (15) calendar days from
2 the Effective Date. The Settlement Funds will be distributed after all funds are paid by RTSF.

3 68. Preliminary Court Approval of the Settlement. Within twenty (20) calendar days
4 following execution of this Settlement Agreement, Plaintiff shall be responsible for preparing and
5 filing a Motion for Preliminary Approval of the Settlement with the Court. Plaintiff will move the
6 Superior Court for an order granting Preliminary Approval of the Settlement, setting a date for the
7 Final Approval Hearing no earlier than seventy-five (75) days from the date of the order granting
8 Preliminary Approval of the Settlement, and approving the Class Notice (attached as Exhibit 1 to
9 this Stipulation) ("Motion for Preliminary Approval"). On the same day that Plaintiff files the
10 Motion for Preliminary Approval of the Settlement with the Court, Plaintiff will also submit this
11 Settlement Agreement to the LWDA. The hearing on the motion for Preliminary Approval of
12 Settlement shall be scheduled as soon as the matter may be heard. Any unresolved disagreement
13 among the Parties concerning the Class Notice or other documents necessary to implement the
14 Settlement will be referred first to Michael Loeb, and if no resolution is reached, then to the
15 Superior Court. At the hearing on the Motion for Preliminary Approval, the Parties anticipate that
16 they will jointly appear, support the granting of the Motion for Preliminary Approval, and obtain
17 an order granting Preliminary Approval, granting approval of the Class Notice, and setting a date
18 for the Final Approval Hearing no earlier than seventy-five (75) days from the date of the order
19 granting Preliminary Approval. Should the Superior Court require any amendments to this
20 Agreement or the Motion for Preliminary Approval, the Parties agree to work jointly to resolve any
21 issues in order to secure the Superior Court's preliminary approval. Should the Superior Court
22 decline to preliminarily approve any material aspects of the Settlement, the Settlement will be null
23 and void and the Parties will have no further obligations under it. In such event, the Parties shall
24 be returned to their respective statuses as of the date and time immediately prior to the execution
25 of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been
26 executed. Plaintiff will submit a copy of the Court's order on the Motion for Preliminary Approval
27 of the Settlement to the LWDA within ten (10) days after it is entered by the Court.
28

69. Final Court Approval of the Settlement. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiff will file with the Superior Court a Motion for Final Approval of the Settlement, including payment of the Settlement Administrator's Payment, and a memorandum in support of their motion ("Motion for Final Approval"). Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiff and Class Counsel will serve on Defendant and file with the Superior Court a Motion for Awards of the Class Representative Payment, Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment, pursuant to this Settlement, and memoranda in support of its motion. Plaintiff will seek fees pursuant to *Laffitte v. Robert Half Intern. Inc.*,¹ Cal. 5th 480, 503 (2016). Not later than five (5) court days before the Final Approval Hearing, the Parties shall be entitled to file and serve a response to any Class Member's objection to the Settlement and/or reply in support of their Motion for Final Approval, to the extent that any opposition to said Motion is filed. Plaintiff and Class Counsel may file a reply in support of their Motion for Awards of the Class Representative Payment, Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment, to the extent that any opposition to said Motion is filed. If the Superior Court ultimately does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement that is not agreed to by one of the Parties, then either Party will have the right to void the Settlement. If the Settlement is voided in this manner, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay any amounts that otherwise would have been payable under this Settlement, except that RTSF will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the right to void the Settlement under this paragraph. Upon final approval of the Settlement by the Superior Court at or after the Final Approval Hearing, the Parties will present for the Superior Court's approval and entry a Proposed Final Order and Judgment. The entry of the Final Order and Judgment shall permanently bar all Participating Class Members from prosecuting against Defendants any Released Class Claims set forth in Paragraph 35 and any Released PAGA Claims set forth in Paragraph 36. After entry of the Judgment, the Superior Court will have, and the Parties expressly request that the Court retain, continuing jurisdiction over the Action and the Settlement solely for

1 purposes of (i) enforcing this Settlement, (ii) addressing settlement administration matters, and (iii)
2 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
3 Plaintiff shall be responsible for preparing and filing a Motion for Final Approval of the Settlement
4 within twenty (20) days following the conclusion of the Opt-Out Period. Plaintiff shall also be
5 responsible for preparing and filing Class Counsel's application for attorney fees, reimbursement
6 of litigation costs and service enhancement payment. Prior to the Final Approval hearing by the
7 Court, the Parties will submit a proposed Final Order(s): (1) certifying the Class for settlement
8 purposes only; (2) finding the settlement fair, reasonable and in the best interests of the Settlement
9 Class Members; (3) approving Class Counsel's application for an award of attorneys' fees and
10 litigation costs; (4) approving the Class Representative's application for a Service Enhancement
11 Payment; (5) approving payment of Class Action Administration fees; and (6) entering judgment
12 in accordance with the Settlement. The Order for Final Approval of Settlement shall bar any further
13 actions by Settlement Class Members who have not timely and validly submitted Opt-Out Forms.
14 Plaintiff shall be responsible for submitting a copy of the Final Order to the LWDA within 10 days
15 of its entry by the Court.

16 70. Settlement Not A Judgment In Favor of Class Members. The Parties agree that the
17 dismissal and/or any judgment approving the Settlement is not a judgment in favor of any one or
18 any number of the Settlement Class Members, that any judgment entered is not providing for any
19 direct compensation of any one or any number of the Settlement Class Members but, rather, that it
20 simply approves and undertakes to monitor the execution of the settlement between the Parties.

21 71. Right to Revoke. Either Party has the right in its sole and exclusive discretion to
22 terminate and withdraw from the Settlement at any time prior to the Date of Final Approval if any
23 of the following occur: (1) the Settlement is construed in such a fashion that Defendant is required
24 to pay more than the Maximum Settlement Amount, except for its portion of required payroll taxes
25 and as set forth above; or (2) the Court does not certify the Settlement Class as described herein or
26 approve the releasing of all of the Settlement Class Member Released Claims and/or the Class
27 Representative Released Claims as defined herein or otherwise makes an order materially
28 inconsistent with any of the terms of this Settlement Agreement; or (3) the Court does not grant

1 preliminary or final approval of the Settlement. If, for any reason, the Settlement is not approved
2 by the Court or if a Party terminates and withdraws from the Settlement pursuant to this paragraph,
3 this Settlement Agreement and any related settlement documents shall be null and void and any
4 class certified for settlement purposes will be vacated. In such an event, neither the Settlement
5 Agreement, the settlement documents, nor the negotiations leading to the Settlement may be used
6 as evidence for any purpose, and Defendants shall retain the right to challenge all claims and
7 allegations in the action, to assert all applicable defenses and to dispute the propriety of class
8 certification on all applicable grounds. Additionally, in such event, the Class Representative shall
9 retain all rights to proceed with litigation, including moving the Court for an order certifying the
10 proposed classes. The terminating Party shall give to the other Party (through its counsel) written
11 notice of its decision to terminate no later than ten (10) business days after receiving notice that
12 one (1) of the above enumerated events has occurred. RTSF shall be responsible for paying any
13 costs to the Administrator due and owing for any work performed up to Defendants providing
14 notice of withdrawing from the Settlement.

15 72. Termination of Settlement Agreement. If the conditions of the Settlement set forth
16 in this Settlement Agreement are not satisfied, if either Party terminates and withdraws from the
17 Settlement, or if the Court does not enter judgment consistent with this Stipulation, if appellate
18 review is sought and on such review the Court's decision is materially modified or reversed if one
19 (1) or more of the terms of the Settlement is not approved or the Settlement with respect to one (1)
20 or more such terms is materially modified or reversed, this Settlement shall be canceled, terminated
21 and shall have no force or effect. If a Final Approval Order does not occur or if this Settlement is
22 terminated, revoked or canceled pursuant to its terms, the Parties to this Settlement shall be deemed
23 to have reverted to their respective status as of the date and time immediately prior to the execution
24 of this Settlement.

25 **CLASS ACTION ADMINISTRATION**

26 73. Selection and Compensation of Class Action Administrator. The Parties agree to
27 jointly utilize third-party Class Action Administrator, Class Action Claims Administration, Inc., to
28 give notice of and communicate with Settlement Class Members regarding the Settlement. If the

1 actual cost of Class Action Administration is more or less than the amount approved by the Court,
2 those funds shall be taken from or be added to the Net Settlement Amount for allocation to
3 Settlement Class Members. All costs associated with Class Action Administration shall come out
4 of the Maximum Settlement Amount.

5 74. Establishment and Funding of the Qualified Settlement Fund ("QSF"). The
6 Qualified Settlement Fund shall be established at a federally insured bank that is acceptable to
7 Defendant and the Class Action Administrator. The Parties agree that the Qualified Settlement
8 Fund is intended to be a "Qualified Settlement Fund" under section 468B of the Code and Treas.
9 Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, et seq., and will be administered by the Class Action
10 Administrator as such. With respect to the Qualified Settlement Fund, the Class Action
11 Administrator shall: (1) open and administer a Settlement Account in such a manner as to qualify
12 and maintain the qualification of the Qualified Settlement Fund as a "Qualified Settlement Fund"
13 under Section 468B of the Code and Treas. Reg. § 1.468B-1; (2) calculate, withhold, remit and
14 report each Qualified Settlement Class Member's share of applicable payroll taxes (including,
15 without limitation, federal, state and local income tax withholding, FICA, Medicare and any state
16 or local employment taxes) and indemnify Defendant for any penalty arising out of any error or
17 incorrect calculation and/or interest with respect to any late deposit of the same; (3) calculate, notify
18 and obtain from Defendant and remit and report Defendant's share of applicable payroll taxes
19 (including, without limitation, federal, state and local income tax withholding, FICA, Medicare and
20 any state or local employment taxes); (4) satisfy all federal, state and local income and other tax
21 reporting, return and filing requirements with respect to the Qualified Settlement Fund and any
22 interest or other income earned by the Qualified Settlement Fund; and (5) satisfy out of the
23 Qualified Settlement Fund all (i) taxes (including any estimated taxes, interest or penalties) with
24 respect to the interest or other income earned by the Qualified Settlement Fund, if any, and (ii) fees,
25 expenses and costs incurred in connection with the opening and administration of the Qualified
26 Settlement Fund and the performance of its duties and functions as described in this Agreement.
27 The aforementioned taxes, fees, costs and expenses shall be treated as and included in the costs of
28 administering the Qualified Settlement Fund and as Class Action Administration Costs, with the

1 exception of the employer's mandated payroll taxes, which will be paid by Defendant outside of
2 the Maximum Settlement Amount. The Parties and the Class Action Administrator shall treat the
3 Qualified Settlement Fund as coming into existence as a Qualified Settlement Fund on the earliest
4 date permitted as set forth in 26 C.F.R § 1.468B-1(j)(2)(i) and such election statement shall be
5 attached to the appropriate returns as required by 26 C.F.R § 1.468B-1(j)(2)(ii). The Parties agree
6 to cooperate with the Class Action Administrator and one another to the extent reasonably
7 necessary to carry out the provisions of this Section.

8 75. Class Action Administration After Preliminary Approval. RTSF will provide the
9 following: (1) names, (2) last known address, (3) e-mail address (if any known to RTSF), (4) Social
10 Security number, (5) dates of employment, and (6) total Qualifying Work Weeks for Class
11 Members ("Class Data") to the Class Action Administrator only. RTSF will provide the Class Data
12 to the Class Action Administrator no later than thirty (30) calendar days after the Court grants
13 Preliminary Approval of the Settlement. Class Data shall be used by the Class Action
14 Administrator solely for the purpose of calculating settlement shares, notifying the Settlement Class
15 Members of the Settlement and tax reporting. The names, last known address, e-mail address,
16 Social Security numbers and dates of employment for members of the Class shall not be disclosed
17 to Class Counsel, the Plaintiff, other Settlement Class Members or any other third party, including
18 agents and subcontractors, without RTSF's prior written consent. The Class Action Administrator
19 shall run the Class Data list through the National Change of Address database and will use the most
20 recent address for each Settlement Class Member — either from RTSF's records or the National
21 Change of Address database — when mailing the Class Notice. The Class Action Administrator
22 shall also take reasonable steps to locate any Settlement Class Member whose Class Notice is
23 returned as undeliverable.

24 76. Class Action Administration After The Opt-Out Period. Within seven (7) calendar
25 days following the close of the Opt-Out Period, the Class Action Administrator shall notify Class
26 Counsel and Defendants' Counsel in writing of: (1) the number of timely completed and properly
27 submitted Opt-Out Forms and (2) the name(s) of the Settlement Class Member(s) who submitted
28 the Opt-Out Form(s). The Class Action Administrator will determine which Settlement Class

Members did not timely and properly complete an Opt-Out Form. The Class Action Administrator will then calculate the amount of the payment to each member of the Settlement Class Members in accordance with this Stipulation. The Class Action Administrator is responsible for issuing the payments and withholding all required state and federal taxes in accordance with this Settlement Agreement. The Class Action Administrator shall be responsible for all W-2s, IRS Form 1099s, any other applicable tax forms, notices, mailings, secondary mailings if any, claims administration and making any and all payments to Settlement Class Members in accordance with this Settlement Agreement.

77. Inspection of Opt-Out Forms. The Class Action Administrator shall make the completed Opt-Out Forms, if any, available for inspection to counsel for the respective Parties prior to the Date of Final Approval of this Settlement and the dismissal of the Lawsuit. Any and all disputes regarding the Class Action Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation until all payments and obligations contemplated by this Settlement Agreement have been fully carried out. The Parties have the right to monitor and review administration of the Settlement Agreement to verify that the monies allocated to the Qualified Settlement Class Members are distributed in a correct amount and only to those who did not submit timely and properly completed and submitted Opt-Out Forms.

NOTICE TO THE SETTLEMENT CLASS AND THE OPT OUT PROCESS

78. Class Notice. Within seven (7) calendar days of receiving the Class Data, the Class Action Administrator shall send via United States First Class Mail the Court-approved Class Notice of the Class Action Settlement and the Court-approved Opt-Out Form in a form substantially similar to that attached hereto as Exhibits 1 and 2. The Class Notice will include, among other information: (1) information regarding the Lawsuit; (2) the impact on the rights of the Settlement Class Members if they do not opt-out; (3) information to the Settlement Class Members regarding how to opt-out of the Class including an Opt-Out Form in the form agreed to by Class Counsel and Defendant's Counsel and approved by the Court; (4) information to the Settlement Class Members regarding how to object to the settlement; (5) the particular Settlement Class Member's specific

1 number of Qualifying Workweeks; (6) the amount of Class Counsel's requested attorneys' fees and
2 costs; (7) the amount of Plaintiff's requested Service Enhancement Award; (8) the amount to be
3 paid to the LWDA; and (9) the administration fees to be paid to Class Action Administrator.

4 79. Returned Settlement Class Member Notice. For each Settlement Class Member
5 whose Notice is returned, there will be one skip trace by the Class Action Administrator, via an
6 approved method, using a Social Security number, which shall be provided by Defendant. One (1)
7 supplemental Notice may be mailed to each Settlement Class Member whose Notice is returned as
8 undeliverable to the Class Action Administrator within five (5) business days of the Class Action
9 Administrator receiving notice that the mail was undeliverable. Settlement Class Members to whom
10 Notice Packets are resent after having been returned undeliverable to the Claims Administrator
11 shall have an additional fourteen (14) calendar days from the date of re-mailing or until the
12 Response Deadline has expired, whichever is later, to mail the Request for Exclusion or a Notice
13 of Objection. Any requests by the Class Action Administrator for documents or information from
14 Defendant must be responded to within a reasonable amount of time by Class Counsel and counsel
15 for Defendant. It is the intent of the Parties that reasonable means be used to locate the Settlement
16 Class Member and apprise them of their rights.

17 80. Opt-Out Period. Subject to Court approval, the Settlement Class Members shall
18 have sixty (60) calendar days (referred to hereafter as the "Opt-Out Period") from the date that the
19 Class Action Administrator mails the Notice to them to postmark the Opt-Out Form which must be
20 signed by the Settlement Class Member or his or her authorized representative and returned by mail
21 to the Class Action Administrator. Settlement Class Members to whom Notice Packets are resent
22 after having been returned undeliverable to the Claims Administrator shall have an additional
23 fourteen (14) calendar days from the date of re-mailing or until the Response Deadline has expired,
24 whichever is later, to mail the Opt-Out Form. Opt-Out Forms postmarked after the close of the Opt-
25 Out Period will not be honored. Additional time may be provided to a member of the Settlement
26 Class to complete an Opt-Out Form upon a showing of good cause as determined by the Court. All
27 Parties and their counsel will not encourage any Settlement Class Members to complete and submit
28 an Opt-Out Form.

1 81. Deficient Opt-Out Forms. If a Settlement Class Member submits a Deficient Opt-
2 Out Form, the Class Action Administrator shall notify the Settlement Class Member of the
3 deficiency within five (5) business days of receipt. The Settlement Class Member shall have until
4 five (5) calendar days following the receipt of such notification to cure said deficiencies at which
5 point his or her Opt-Out Form will be rejected if not received.

6 82. Challenges to Settlement Class Member's Employment Data. Settlement Class
7 Members will have the opportunity during the sixty (60) day response period, should they disagree
8 with RTSF's records regarding their days worked during the Class Period, to provide
9 documentation and/or an explanation to show contrary days worked. In calculating each individual
10 Settlement Class Member's share of the settlement, RTSF's records regarding the employment
11 tenure of Settlement Class Members shall be presumed to be correct. Settlement Class Members
12 who challenge RTSF's records must submit a challenge in writing to the Class Action Administrator
13 and will bear the burden of proof, i.e., a Settlement Class Member who fails to provide written
14 documentation supporting a different number of Qualifying Workweeks will have his or her
15 challenge denied. RTSF will investigate the challenge and determine whether any correction to the
16 number of Qualifying Paid Days for the Settlement Class Member making the challenge should be
17 made. In no case, will a challenge to the number of Qualifying Work Weeks result in a payment
18 by Defendants in excess of the Maximum Settlement Amount.

19 83. Releases. As of the Effective Date, all Settlement Class Members, including
20 Plaintiff, who do not opt out of the Settlement, will be deemed to have fully, finally and forever
21 released, settled, compromised, relinquished, and discharged the Released Parties from the
22 Released Class Claims for the period of March 23, 2018 through the Date of Preliminary Approval
23 of the Stipulation and December 29, 2020 through the Date of Preliminary Approval of the
24 Stipulation for the Released PAGA Claims. The Class Representative is also subject to the Class
25 Representative Released Claims as defined in this Settlement.

26 84. Objections to Settlement. The Settlement Class Members shall be given the
27 opportunity to object to the terms of the Stipulation and/or requests for Class Counsel's attorneys'
28 fees and costs, Plaintiff's Enhancement Payment and to participate at the final fairness and approval

1 hearing in accordance with the instructions set forth in the Notice. The Notice Packet shall state
2 that Settlement Class Members who wish to remain Class Members, but desire to object to the
3 Settlement must not submit a Request for Exclusion and must submit a written statement of
4 objection ("Notice of Objection") by the Response Deadline to the Claims Administrator. The
5 Notice of Objection must be signed by the Settlement Class Member or an authorized representative
6 and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the
7 Settlement Class Member; and, (3) whether the Settlement Class Member intends to appear at the
8 Final Approval Hearing. The Notice of Objection must be postmarked by the Response Deadline
9 and returned to the Claims Administrator at the specified address. Settlement Class Members whose
10 Notice Packet, have been re-mailed, shall have an additional fourteen (14) calendar days from the
11 re-mailing or until the Response Deadline has expired, whichever is later, to submit a Notice of
12 Objection." Within five (5) days of receiving a notice of objection from a Settlement Class
13 Member, the Claims Administrator shall forward the notice of objection to Class Counsel and
14 Defense Counsel. The Parties will thereafter lodge the Settlement Class Member's Notice of
15 Objection with the Court. Settlement Class Members, regardless of whether or not they submit a
16 timely Notice of Objection, will have a right to appear at the Final Approval Hearing, with or
17 without an attorney, in order to have their objections heard by the Court.

18 85. Response to Objections. The Parties may file a response to any objections submitted
19 by objecting Settlement Class Members no later seven (7) calendar days before the Court's Final
20 Approval Hearing of the Settlement.

21 **CIRCULAR 230 DISCLAIMER**

22 86. Each of the Parties acknowledges and agrees that: (1) no provision of this Settlement
23 Agreement and no written communication or disclosure between or among the Parties or their
24 Counsel and other advisers is or was intended to be, nor shall any such communication or disclosure
25 constitute or be construed or be, relied upon as, tax advice within the meaning of United States
26 Treasury Circular 230 (31 C.F.R. Part 10, as amended); (2) each Party (a) has relied exclusively
27 upon his, her, or its own independent legal and tax advisors for advice (including tax advice) in
28 connection with this Agreement, (b) has not entered into this Agreement based upon the

1 recommendation of any other Party or any Counsel or advisor to any other Party and (c) is not
2 entitled to rely upon any communication or disclosure by any other Counsel or advisor to any other
3 Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to
4 any other Party has imposed any limitation that protects the confidentiality of any such attorney's
5 or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
6 by the Party of the tax treatment or tax structure of any transaction, including any transaction
7 contemplated by this Agreement.

8 MISCELLANEOUS PROVISIONS

9 87. Drafting. The Parties hereto agree that the terms and conditions of this Settlement
10 Agreement are the result of negotiations between the Parties and that neither Party shall be
11 considered the "drafter" of this Stipulation of Settlement for purposes of having terms construed
12 against that Party.

13 88. Class Information Confidential. The names, addresses, e-mails, and telephone
14 information, Social Security numbers, and employment periods of Settlement Class Members and
15 their estimated and actual settlement payments shall be kept strictly confidential by the Class Action
16 Administrator who will not release such information to Class Counsel and will provide such
17 information to the Court only under seal and only if so ordered by the Court. Class Counsel agrees
18 that any information or documents they receive or have received in connection with this Settlement
19 may be used for this Action only and may not be used for any purpose or in any other action or
20 proceeding.

21 89. Uncashed Settlement Checks. Any settlement checks that remain uncashed ninety
22 (90) or more calendar days after issuance by the Class Action Administrator shall be voided. The
23 entire amount of each Settlement Class Members' uncashed settlement check(s) shall be transmitted
24 to the California Department of Industrial Relations, to be placed in its Unclaimed Wage Fund, or
25 to an agreed-upon *cy pres* recipient.

26 90. Cooperation. The Parties agree to cooperate fully with one another to accomplish
27 and implement the terms of this Settlement. The Parties to this Agreement shall use their best
28 efforts, including all efforts contemplated by this Agreement and any other efforts that may become

1 necessary by Court order, or otherwise, to effectuate this Settlement Agreement and the terms set
2 forth herein. The Parties agree that they will cooperate and use their best efforts to promptly draft,
3 finalize and execute the settlement documents. In addition, Plaintiff understands that if this
4 Agreement were not signed, she would have the right to voluntarily assist other individuals or
5 entities in bringing or pursuing claims against Defendants. Plaintiff further understands and agrees
6 that she waives such rights and shall not aid or assist others in their pursuit (or continued pursuit)
7 of claims against Defendants. If Plaintiff is required to provide such assistance pursuant to a
8 subpoena or court order, or Plaintiff's assistance is sought by a federal, state or local governmental
9 entity, she shall promptly give oral and written notice to Defendants of any such requirements or
10 governmental requests to secure her cooperation or assistance in connection with any other present
11 or former employee's claims against Defendants, including sending a copy of any subpoena or order
12 to Defendants' counsel of record within five (5) days of its receipt by or service on Plaintiff.

13 91. No Retaliation. Defendants understand their legal obligation not to retaliate against
14 Qualified Settlement Class Members for their participation and/or election to participate in the
15 benefits to be afforded any of them by the Settlement.

16 92. Non-Disparagement. Plaintiff agrees that she will not in any way disparage the
17 name or reputation of Defendants, including: (1) she agrees not to make any derogatory or negative
18 remarks about Defendants or their divisions, parents, subsidiaries, parents' subsidiaries, affiliates,
19 shareholders, partners, limited partners and successors and (2) not to make any remarks about any
20 disputes she has had with Defendants or their divisions, parents, subsidiaries, parents' subsidiaries,
21 affiliates, shareholders, partners, limited partners and successors. Additionally, Plaintiff agrees that
22 she will not in any way disparage the name or reputation of Defendants and will not to make any
23 derogatory or negative remarks to current or former employees of Defendants. Provided, however,
24 that nothing in this paragraph shall be construed to limit Plaintiff's right to disclose information
25 protected by sections 1001 and 1002 of the Code of Civil Procedure.

26 93. Extensions of Time. If either Party cannot reasonably comply with an obligation
27 under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that
28

1 Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent
2 to such a request for an extension will not be unreasonably withheld by the other Party or the Court.

3 94. No Impact on Benefit Plans. Neither the Settlement nor any amounts paid under the
4 Settlement will modify any previously credited hours or service under any employee benefit plan,
5 policy or bonus program sponsored by RTSF. Such amounts will not form the basis for additional
6 contributions to, benefits under or any other monetary entitlement under RTSF-sponsored benefit
7 plans, policies, or bonus programs. The payments made under the terms of this Stipulation shall
8 not be applied retroactively, currently or on a going forward basis as salary, earnings, wages or any
9 other form of compensation for the purposes of RTSF's benefit plan, policy or bonus program.
10 RTSF retains the right to modify the language of its benefit plans, policies and bonus programs to
11 effectuate this intent and to make clear that any amounts paid pursuant to this Settlement are not
12 for "hours worked," "hours paid," "hours of service" or any similar measuring term as defined by
13 applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual
14 or any other purpose and that additional contributions or benefits are not required by this Stipulation
15 of Settlement.

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

20 To the Plaintiff Class:

21 Patrick R. Co.
22 pco@colawfirmsf.com
23 **The Co Law Firm**
201 Spear Street, Suite 1110
San Francisco, CA 94105

24 G. Martin Velez
25 martinvelez@comcast.net
26 **Law Office of G. Martin Velez**
3558 Round Barn Boulevard, Suite 200
Santa Rosa, CA 95403

To the Defendants:

Jonathan McNeil Wong
jmwong@donahue.com
Melanie Y. Kim
mkim@donahue.com
Donahue Fitzgerald LLP
1999 Harrison Street, 26th Floor
Oakland, CA 94612

96. Modification. This Agreement may not be changed, altered or modified except in writing signed by counsel for the Parties hereto and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto. This Stipulation shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

97. Governing Law. The rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of California without regard to principles of conflict of laws.

98. Curing Provision Held Invalid. If any provision of this Stipulation of Settlement or the application thereof is held invalid, the Parties shall meet and confer in an attempt to modify the Settlement so that such invalidation shall not affect other provisions or applications of this Stipulation of Settlement.

99. Counterparts. Because the members of the Class are numerous, the Parties agree that it is impossible or impractical to have each Settlement Class Member sign this Stipulation. It is agreed that, for purposes of seeking Court approval of the Settlement, this Stipulation of Settlement may be executed on behalf of the proposed Class by Plaintiff. This Settlement Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement in any number of counterparts and a facsimile signature shall have the same force and effect as an original.

100. Authority. Each attorney signing below represents that he or she has been authorized to execute this Stipulation of Settlement on behalf of the attorney's respective client(s).

101. Retention of Court Jurisdiction. The Parties agree that upon the occurrence of the Effective Date, this Agreement shall be enforceable by the Court and the Court shall retain

jurisdiction over the Parties and the Settlement Class Members to enforce the terms, conditions and obligations of the Agreement. The parties request that the Court agree to retain jurisdiction for this purpose.

IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and their duly authorized attorneys, as of the latest date hereinafter set forth.

Dated: 6/2/2023, 2023

DocuSigned by:
Socorro Mata Cruz
E0B42FD189F94A1...

Socorro Mata Cruz, Plaintiff

Dated: 6/2/2023, 2023

THE CO LAW FIRM

DocuSigned by:
Patrick R. Co
E0B3736001624B3...

Patrick R. Co
Attorneys for Plaintiff
SOCORRO MATA CRUZ, On Behalf Of
Herself And On Behalf Of All Other
Persons Similarly Situated, And On Behalf
Of Herself, The Labor Workforce
Development Agency, And Similarly
Situated Aggrieved Current And Former
Employees

Dated: 6/2/2023, 2023

LAW OFFICE OF G. MARTIN VELEZ

DocuSigned by:
Martin Velez
60926F5061AE4AE...

G. Martin Velez
Attorneys for Plaintiff
SOCORRO MATA CRUZ, On Behalf Of
Herself And On Behalf Of All Other
Persons Similarly Situated, And On Behalf
Of Herself, The Labor Workforce
Development Agency, And Similarly
Situated Aggrieved Current And Former
Employees

Dated: _____, 2023

RTSF PETRO VENTURES, INC.

By: _____
Raymond Yu, CEO
Defendant
RTSF PETRO VENTURES, INC.

jurisdiction over the Parties and the Settlement Class Members to enforce the terms, conditions and obligations of the Agreement. The parties request that the Court agree to retain jurisdiction for this purpose.

IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and their duly authorized attorneys, as of the latest date hereinafter set forth.

Dated: _____, 2023

By: _____
Socorro Mata Cruz, Plaintiff

Dated: _____, 2023

THE CO LAW FIRM

By: _____
Patrick R. Co
Attorneys for Plaintiff
SOCORRO MATA CRUZ, On Behalf Of
Herself And On Behalf Of All Other
Persons Similarly Situated, And On Behalf
Of Herself, The Labor Workforce
Development Agency, And Similarly
Situating Aggrieved Current And Former
Employees

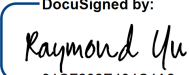
Dated: _____, 2023

LAW OFFICE OF G. MARTIN VELEZ

By: _____
G. Martin Velez
Attorneys for Plaintiff
SOCORRO MATA CRUZ, On Behalf Of
Herself And On Behalf Of All Other
Persons Similarly Situated, And On Behalf
Of Herself, The Labor Workforce
Development Agency, And Similarly
Situating Aggrieved Current And Former
Employees

Dated: May 25, 2023, 2023

RTSF PETRO VENTURES, INC.

DocuSigned by:
By: 
81CF202E404C4A2...
Raymond Yu, CEO
Defendant
RTSF PETRO VENTURES, INC.

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Dated: May 25, 2023, 2023

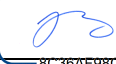
DocuSigned by:
By: 
91CF202E104C4A2
Raymond Yu, Defendant

Dated: May 25, 2023, 2023

DocuSigned by:
By: 
42C908CDD61C44E
Tim Yu, Defendant

Dated: June 5, 2023, 2023

DONAHUE FITZGERALD LLP

DocuSigned by:
By: 
8C36AF98CF56433
Jonathan McNeil Wong
Attorneys for Defendants
RTSF PETRO VENTURES, INC.;
RAYMOND YU; AND TIM YU