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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **FOR THE COUNTY OF LOS ANGELES**

15  
16 BRIAN SIM, individually, and on behalf of  
others similarly situated

17 Plaintiff,

18 vs.

19 MADDOX RESOURCES, INC., a corporation,  
and DOES 1 through 50, inclusive,

20 Defendants.  
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Case No. 22STCV20798

[Assigned for all purposes to The Honorable  
Kenneth R. Freeman, Dept. 14]

**JOINT STIPULATION OF CLASS  
ACTION AND PAGA SETTLEMENT AND  
RELEASE**

Action Filed: June 27, 2022  
Trial Date: Not Set

IT IS HEREBY STIPULATED, by and between Plaintiff BRIAN SIM ("Plaintiff"), as the representative of all Class Members and PAGA Members defined below, and Defendant MADDOX RESOURCES, INC., a California Corporation ("Defendant") (hereinafter, collectively Plaintiff and Defendant are referred to as the "Parties"), and subject to the approval of the Court, that the above-captioned action (the "Action") is hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement and Release ("Agreement," "Settlement," or "Stipulation of Settlement"). Pursuant to this Agreement and subject to approval of the Court, the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference become an integral part of this Stipulation of Settlement.

### **DEFINITIONS**

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

1. **Action**: Brian Sim v. Maddox Resources, Inc., et al., San Bernardino Case, Los Angeles Superior Court Case No. 22STCV20798.

2. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$13,000, except upon showing of good cause. All Administration Costs shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

3. **Agreement, Settlement, or Stipulation of Settlement**: The settlement agreement reflected in this document, titled Joint Stipulation of Class Action and PAGA Settlement and Release.

4. **Attorney Fee Award**: The amount, not to exceed one-third (33.33%) of the Gross Settlement Amount, or One Hundred Sixty-Six Thousand Six-Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$166,666.67), to be awarded to Class Counsel for attorneys' fees, subject to approval by the Court. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendant.

5. **Class:** All current and former non-exempt employees of Defendant who were employed by Defendant in California at any time during the Class Period.

6. **Class Counsel**: Matern Law Group, P.C., including Matthew J. Matern, Esq. and Julia Z. Wells, Esq.

7. **Class Data**: Class Member identifying information in Maddox's possession, including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

8. **Class Members:** Each person eligible to participate in this Settlement who is a member of the Class as defined above.

9. **“Class Member Address Search”** means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

10. **Class Notice or Notice:** The Notice of Class Action Settlement to be mailed to Class Members in English and with a Spanish translation, substantially similar to the form attached hereto as **Exhibit A**, and incorporated by reference into this Agreement, subject to approval by the Court.

11. **Class Period** or **Settlement Period**: The period of June 27, 2018 through May 9, 2023.

12. **Class Representative** or **Plaintiff**: Brian Sim.

13. **Class Representative Enhancement Payment:** The payment to the Class Representative for initiating the Action and providing services in support of the Action, in an amount which will not exceed Ten Thousand Dollars \$10,000, subject to approval by the Court. This payment shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. This payment is offered in consideration for the Plaintiff's actions in conferring a benefit upon the State of California and the Class, the time and effort Plaintiff put into pursuing the litigation, and reasonable fears of being blacklisted from future employment. I

14. **Cost Award:** The amount allocated to Class Counsel for reimbursement of reasonable litigation fees and expenses, subject to approval by the Court, which shall not exceed Twenty One Thousand Dollars [\$21,000.00]. The Cost Award will be paid from the Gross Settlement Amount and will not be opposed by Defendant.

15. **Defendant:** Defendant Maddox Resources, Inc., a California corporation.

16. **Defense Counsel:** Lyne A. Richardson, Esq., and Brittney L. Turner, Esq. of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

17. **Disbursement Deadline:** The Disbursement Deadline is fourteen (14) calendar days after receipt of the Gross Settlement Amount, and is the deadline by which the Settlement Administrator shall disburse the Gross Settlement Amount, including (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and PAGA Members, subject to approval by the Court.

18. **Effective Date:** The date the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if there are no objections to the settlement, then the date of final approval by the Court; (b) if there are objections to the settlement, and if an appeal, review or writ is not sought from the order granting final approval of the settlement, the 61st day after service of notice of entry of the order; or (c) if an appeal, review or writ is sought from the order, the day after the order is affirmed or the appeal, review or writ is dismissed or denied, and the order is no longer subject to further judicial review.

19. **Employer's Share of Payroll Taxes:** Defendant's portion of payroll taxes as the Class Members' current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) owed to the appropriate local, state, and federal taxing authorities on the portion of the Individual Class Payment that constitutes wages. Defendant will pay the

Employer's Share of Payroll Taxes to the Administrator separately from and in addition to the Gross Settlement Amount.

20. **Funding Date:** Defendant shall provide the Gross Settlement Amount to the Settlement Administrator in any feasible manner, including, but not limited to, by way of a wire transfer, to the Settlement Administrator the Gross Settlement Amount within ninety (90) calendar days of Final Approval or by November 2, 2024, whichever occurs later.

21. **Final Approval Hearing.** The hearing to be conducted by the Court after the filing by Plaintiffs of an appropriate motion and following appropriate notice to Class Members giving Class Members an opportunity to request exclusion from the Class and Settlement and to object to the Settlement, at which time Plaintiffs shall request that the Court finally approve the Settlement, enter the Final Approval Order and Judgment, and take other appropriate action.

22. **Final Judgment or Final Approval:** The order and judgment to be entered by the Court upon granting final approval of the Settlement and this Stipulation of Settlement as binding upon the Parties and Participating Class Members. A proposed Final Approval Order and Judgment shall be submitted to the Court concurrently with Plaintiffs' Motion for Final Approval of the Settlement.

23. **Gross Settlement Amount or GSA:** The Gross Settlement Amount is the total gross amount Defendant can be required to pay under this Settlement Agreement, with the exception of its obligation to pay Employer's Share of Payroll Taxes. The Gross Settlement Amount is \$500,000. Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 1,013 Class Members and 53,105 Total Workweeks during the Class period and (2) there were 10,320 Pay Periods worked by Aggrieved Employees during the PAGA Period. In the event that the actual Total Workweeks exceed this estimate by ten percent (10%) or more, the Gross Settlement Amount shall increase by the same percentage in excess of 10% (i.e., an 11% increase shall require an additional 1% added to the Gross Settlement Amount). In the alternative, Defendants may elect to shorten the release period in order to stay within the 10% cushion. The Gross Settlement Amount includes (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award

1 and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the  
2 Class Representative Enhancement Payment to the Class Representative, as approved by the Court;  
3 (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA  
4 and to PAGA Members, as approved by the Court. No portion of the Gross Settlement Amount will  
5 revert to Defendant for any reason, and no adjustment of the foregoing enumerated subcategories of  
6 the Gross Settlement Amount shall affect the total gross amount of the GSA (except any  
7 corresponding change in how the adjustment impacts the obligation to pay Employer's Share of  
8 Payroll Taxes).

9 24. **Individual PAGA Payment**: The amount payable from the PAGA Payment to each  
10 PAGA Member.

11 25. **Individual Class Payment(s)**: The amount payable to each Participating Class  
12 Member and each PAGA Member under the terms of this Settlement Agreement. Neither Class  
13 Members nor PAGA Members are required to submit a claim form to receive their Individual Class  
14 Payments pursuant to this Agreement. Rather, Participating Class Members and PAGA Members  
15 will receive an Individual Class Payment automatically, without the return of a claim form.

16 26. **LWDA**: California Labor and Workforce Development Agency.

17 27. **LWDA PAGA Payment**: the 75% portion of the total amount allocated towards PAGA  
18 Penalties, which shall be paid to the LWDA pursuant to Labor Code section 2699, subd. (i).

19 28. **Net Settlement Amount** or **NSA**: The total amount of money available for payout to  
20 Participating Class Members, which is the Gross Settlement Amount less the Attorney Fee Award,  
21 Cost Award, Class Representative Enhancement Payment, PAGA Payment, and Administration  
22 Costs. In other words, the Net Settlement Amount is the portion of the Gross Settlement Amount that  
23 will be distributed to Class Members who are not excluded from the Settlement pursuant to this  
24 Agreement for their Individual Class Payments. The payment of employee-side taxes on the portion  
25 of the settlement shares earmarked as wages shall be paid out of the Net Settlement Amount. Thus,  
26 the Individual Class Payments that are paid out of the Net Settlement Amount will be reduced by the  
27 employee's tax liability for the wage portion of the Individual Class Payment.

29. **Non-Participating Class Member**: any Class Member who opts out of the Settlement by sending the Administrator a valid and timely written Request for Exclusion.

30. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 et seq.).

31. **PAGA Member** or **Aggrieved Employee**: Any Class Member who worked for Defendant at any time during the PAGA Period, including any Class Member who submits a valid and timely Request for Exclusion but is nevertheless bound by the PAGA Release. The parties stipulate and agree, for settlement purposes, that all PAGA Members as defined herein are aggrieved employees pursuant to Labor Code § 2699(c).

32. **PAGA Period**: The period from April 23, 2021 to May 9, 2023.

33. **PAGA Notice**: Plaintiff's April 4, 2022 letter directed to the California Labor Workforce Development Agency ("LWDA") pursuant to Labor Code §2699.3(a)-(c) seeking to exhaust Plaintiff's administrative remedies under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code §§2698, et seq., a true and correct copy of which is attached hereto as **Exhibit B**.

34. **PAGA Payment**: The PAGA Payment means the total amount of Twenty Thousand Dollars [\$20,000.00], which shall be paid from the Gross Settlement Amount, and which shall be allocated to the resolution of the PAGA claim as alleged in the Operative Complaint. Seventy-five percent (75%) of the total PAGA Payment, or Fifteen Thousand Dollars [\$15,000.00], shall be paid to the LWDA, and twenty-five percent (25%) of the total PAGA Payment, or Five Thousand Hundred Dollars [\$5,000.00], shall be distributed as the Individual PAGA Payments to PAGA Members.

35. **PAGA Pay Period**: Any Pay Period in the PAGA Period during which a PAGA Member worked for Defendant for at least one day.

36. **Participating Class Members**: All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.

37. **Parties**: Plaintiff Brian Sim and Defendant Maddox Resources, Inc.

38. **Preliminary Approval Order:** The order to be issued by the Court approving and authorizing the mailing of the Settlement Notice by the Settlement Administrator, setting the date of the Final Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulation of Settlement, among other things. A proposed Preliminary Approval Order shall be submitted to the Court concurrently with Plaintiff's Motion for Preliminary Approval of the Settlement.

39. **Qualified Settlement Fund or QSF:** The Parties agree that the Gross Settlement Amount is intended to be a “Qualified Settlement Fund” under § 468B of the Code of Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 et seq., and will be administered by the Settlement Administrator as such. The Parties and the Settlement Administrator shall treat the Qualified Settlement Fund as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

40. **Released Class Claims** or **Class Release**: Upon the date that Defendant has fully funded the Gross Settlement Amount, Participating Class Members will fully, finally, and forever release and discharge every one of the Released Parties from any and all claims, actions, or causes of action of whatever kind or nature, whether known or unknown, that were alleged or that reasonably could have been alleged under state or federal law based on the factual allegations contained in the Complaint on file with the Court, including claims for failure to properly calculate and/or pay all wages due (including minimum wage and overtime/doubletime wages), failure to properly pay employee tips and/or gratuities and/or failure to maintain a lawful tip pooling policy, failure to pay for all hours worked, failure to provide legally compliant meal and rest periods, failure to pay meal and rest period premiums, failure to pay all accrued sick time owed, failure to pay all reporting time pay, failure to maintain required records, failure to adequately indemnify employees for employment related losses/expenditures and/or illegally deducting from employees' wages, failure to timely pay wages during employment, failure to timely pay final wages, failure to furnish accurate wage statements and engaging in unfair and unlawful business practices. This Release shall also include

any and all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including, but not limited to: claims pursuant to California Labor Code sections 200, 201, 202, 203, 204, 210, 218.6, 221, 223, 224, 226, 226.3, 226.7, 246, 351, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2802, 2810.5, claims pursuant to any provision of the applicable wage order of the Industrial Welfare Commission, including, but not limited to IWC Wage Order No. 5-2001, claims pursuant to the California Code of Regulations, claims pursuant to California Business and Professions Code section 17200 et. seq., claims pursuant to California Civil Code section 1021.5 and any other provisions providing for attorney's fees and costs, claims pursuant to California Civil Code sections 3287, 3288, and any other applicable provision providing for pre-judgment interest.

41. **Released PAGA Claims or PAGA Release:** Upon the date that Defendant has fully funded the Gross Settlement Amount, all PAGA Members will release all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint or the PAGA Notice, including the following claims: failure to properly calculate and/or pay all wages due (including minimum wage and overtime/doubletime wages), failure to properly pay employee tips and/or gratuities and/or failure to maintain a lawful tip pooling policy, failure to pay for all hours worked, failure to provide legally compliant meal and rest periods, failure to pay meal and rest period premiums, failure to pay all accrued sick time owed, failure to pay all reporting time pay, failure to maintain required records, failure to adequately indemnify employees for employment related losses/expenditures and/or illegally deducting from employees' wages, failure to timely pay wages during employment, failure to timely pay final wages, failure to furnish accurate wage statements, engaging in unfair and unlawful business practices. This Release shall also include any and all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including, but not limited to: claims pursuant to California Labor Code sections 200, 201, 202, 203, 204, 210, 218.6, 221, 223, 224, 226, 226.3, 226.7, 246, 351, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2802, 2810.5, claims pursuant to any provision of the applicable wage order of the Industrial Welfare Commission,

1 including, but not limited to IWC Wage Order No. 5-2001, claims pursuant to the California Code  
2 of Regulations, claims pursuant to California Business and Professions Code section 17200 et. seq.,  
3 claims pursuant to California Civil Code section 1021.5 and any other provisions providing for  
4 attorney's fees and costs, claims pursuant to California Civil Code sections 3287, 3288, and any  
5 other applicable provision providing for pre-judgment interest. In light of the binding nature of a  
6 PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969  
7 (2009), Class Members employed by Defendant at any time during the PAGA Period and who  
8 exclude themselves from this Settlement shall still receive an Individual PAGA Payment directly  
9 from the Settlement Administrator for the amount of each such individual's estimated share of the  
10 PAGA Payment as calculated by the Settlement Administrator.

11 42. **Released Parties:** Defendant, Mountain Mike's Pizza, LLC, Mountain Mike's Pizza,  
12 and each of their present and former officers, directors, shareholders, owners, attorneys, insurers,  
13 predecessors, successors, assigns, agents and employees.

14 43. **Request for Exclusion.** A written statement submitted by a Class Member indicating  
15 a request to be excluded from the Settlement. The Request for Exclusion must be in writing and  
16 should: (1) state the Class Member's name, address, telephone number, and social security number  
17 or employee identification number; (2) state the Class Member's intention to exclude themselves  
18 from or opt-out of the Settlement (e.g. "I want to exclude myself from this Settlement in *Sim v.*  
19 *Maddox Resources, Inc.* I understand that by requesting to be excluded from the Settlement, I am  
20 not participating in the Settlement and will receive no money from the Settlement."); (3) be addressed  
21 to the Settlement Administrator; (4) be signed by the Class Member or his or her lawful  
22 representative; and (5) be postmarked no later than the Response Deadline. The date of the postmark  
23 on the return mailing envelope will be the exclusive means to determine whether a Request for  
24 Exclusion has been timely submitted. A Class Member who does not request exclusion from the  
25 Settlement will be deemed a Participating Class Member and will be bound by all terms of the  
26 Settlement, if the Settlement is granted final approval by the Court. Any Class Member who validly  
27 requests to be excluded from the Settlement will no longer be a member of the Settlement Class and

will not have any right to object, appeal, or comment on the Settlement, but will remain as PAGA Member(s), and will receive an Individual PAGA Payment for the PAGA Released Claims. No later than ten (10) calendar days after the Response Deadline, the Administrator shall provide counsel for the Parties a complete list of all Class Members who submitted a timely and valid Request for Exclusion.

44. **Response Deadline:** The deadline by which Class Members must postmark to the Settlement Administrator a valid Request for Exclusion, objection or workweeks dispute. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Settlement Notices by the Settlement Administrator unless the 30th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Administrator have the authority to extend the deadline for Class Members to submit a Request for Exclusion, objection or Workweek Dispute to the settlement.

45. **Settlement Administration:** The Settlement Administrator will conduct a National Change of Address search for the addresses of all former employee Class Members prior to the mailing of the Class Notice. The Settlement Administrator will mail the Notice by first class U.S. mail to all Class Members at the address resulting from the National Change of Address search. The Notice will inform Class Members that they have until the Response Deadline to either object to the Settlement or opt-out of the Settlement. Any Class Member who does not receive Notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.

46. **Settlement Administrator or Administrator:** Xpand Legal Consulting, the neutral entity the Parties have agreed to appoint to administer the Settlement, or any other third-party action settlement administrator agreed to by the Parties and approved by the Court. The Parties each represent that they will not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

47. **Superior Court:** Superior Court of California in and for the County of Los Angeles.

48. **Workweek.** Any Workweek during which a Class Member for Defendant as a non-exempt employee in California for at least one day during the Class Period. The Settlement Administrator will calculate each Class Member's respective number of Workweeks by calculating the number of days each Class Member was employed during the applicable Class Period for at least one day and dividing by seven (7), using the dates of employment identified for each Class Member in the applicable Class Lists provided by Defendant. All Class Members will be entitled to payment for at least one Workweek.

49. **Workweek Value.** The value of each compensable Workweek, as determined by the formula set forth herein.

### **RECITALS**

50. **Procedural History.**

a. On April 4, 2022, Plaintiff Brian Sim filed with the LWDA his notice of intent to file a lawsuit alleging violations under the PAGA.

b. On June 27, 2022, Plaintiff Brian Sim filed a class and representative action in Los Angeles Superior Court, Case No. 22STCV20798 (hereinafter the "Action"), on behalf of all current and former employees of Defendant Maddox Resources, Inc. alleging ten causes of action for: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to Maintain Required Records; (7) Failure to Furnish Accurate Itemized Wage Statements; (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; (9) Unfair and Unlawful Business Practices; and (10) Penalties under the Labor Code Private Attorneys General Act, as Representative Action.

b. Defendant answered Plaintiff's Complaint on August 9, 2023. In its answer Defendant affirmatively denied generally and specifically all claims raised in the Complaint.

c. In advance of the mediation, the parties engaged in informal discovery. Defendant produced over 2,750 pages of documents relating to its wage and hour policies, handbooks, and wage and time records.

1 d. In addition, Plaintiff received a substantial amount of data and documents relating to the  
2 size and scope of the class that permitted an evaluation of class-wide claims.

3 e. The Parties attended mediation with private mediator Steven Rottman, who is well-  
4 known and well-respected in California as a knowledgeable and competent mediator for class  
5 action and PAGA cases, on May 1, 2023. Although the matter did not settle at the formal  
6 mediation, the Parties continued settlement communications with mediator Rottman and agreed to  
7 Rottman's mediator's proposal for settlement of the Action on May 9, 2023. As a result of these  
8 arm's-length mediations, the Parties were able to reach an agreement on settlement, the terms of  
9 which are reflected herein.

10 f. The Parties shall seek approval of this Agreement by filing a motion for approval in the  
11 Action.

12 51. **Benefits of Settlement to Plaintiffs and the Class Members.** Plaintiff and Class  
13 Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's  
14 disputes in the Action through trial and through any possible appeals. Plaintiff has also taken into  
15 account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays  
16 inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof  
17 necessary to establish liability for the claims asserted, both generally and in response to Defendant's  
18 defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief  
19 sought. Plaintiff and Class Counsel also have taken into account Defendant's agreement to enter into  
20 a settlement that confers substantial benefits upon the Class Members. Based on the foregoing,  
21 Plaintiff and Class Counsel have determined that the Settlement set forth in this Stipulation of  
22 Settlement is fair, adequate, and reasonable and is in the best interests of all Class Members.

23 52. **Defendant's Reasons for Settlement.** Defendant has concluded that further defense  
24 of the actions would be protracted and expensive. Substantial amounts of Defendant's time, energy,  
25 and resources have been, and unless this Settlement is completed, shall continue to be, devoted to  
26 the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of  
27 further litigation in reaching its decision to enter into this Settlement. Even though Defendant

1 contends it is not liable for any of the claims alleged by Plaintiff and denies any liability whatsoever,  
2 Defendant, nonetheless, has agreed to settle in the manner and upon the terms set forth in this  
3 Stipulation of Settlement and to fully and finally put to rest the claims alleged. Defendant has  
4 asserted and continues to assert that the claims alleged by Plaintiff have no merit and do not give rise  
5 to any liability, damages, restitution, penalties or other payments. This Stipulation of Settlement is a  
6 compromise of disputed claims. Nothing contained in this Stipulation of Settlement, no documents  
7 referred to herein, and no action taken to carry out this Stipulation of Settlement, shall be construed  
8 or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted.  
9 Defendant contends that it has complied with all applicable state, federal and local laws. In the event  
10 this Settlement does not obtain final approval, Defendant retains all rights it has to defend itself in  
11 this matter and to take any actions in defense of itself that are available to it.

12 53. **Plaintiff's Claims.** Plaintiff asserts that Defendant's defenses are without merit.  
13 Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken  
14 to carry out this Agreement is, may be construed as, or may be used as an admission, concession, or  
15 indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or  
16 defenses asserted, or lack thereof, in this action. However, in the event that this Settlement is finally  
17 approved by the Court, the Plaintiff, Class Members, and Class Counsel will not oppose Defendant's  
18 efforts to use this Agreement to prove that Plaintiff and Class Members have resolved and are forever  
19 barred from re-litigating the Released Claims.

#### 20 **CLASS CERTIFICATION**

21 54. Solely for purposes of settling the Action, and not for purposes of class certification  
22 should the Settlement not be approved or for any other reason, the Parties stipulate and agree that the  
23 requisites for establishing class certification with respect to the Class Members have been met and  
24 are met.

25 55. Should this Settlement not be approved or be terminated, all stipulations set forth in  
26 the immediately preceding Paragraph shall be null and void and shall not be admissible for any  
27 purpose whatsoever.

1 **TERMS OF SETTLEMENT**

2 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements  
3 set forth herein, the Parties agree, subject to the Court's approval, as follows:

4 56. **Binding Settlement.** This Settlement shall bind the Parties and all Participating  
5 Class Members and PAGA Members, subject to the terms and conditions hereof and the Court's  
6 approval.

7 57. **Tax Liability.** The Parties make no representations as to the tax treatment or legal  
8 effect of the payments specified herein, and Class Members are not relying on any statement or  
9 representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class  
10 Members, PAGA Members and Class Counsel understand and agree that they shall be solely and  
11 legally responsible for the payment of all applicable taxes and penalties assessed on the payments  
12 specified herein.

13 58. **Circular 230 Disclaimer.** The Parties acknowledge and agree that (i) no provision of  
14 this Stipulation of Settlement, and no written communication or disclosure between or among the  
15 Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any  
16 such communication or disclosure constitute or be construed or be relied upon as, tax advice within  
17 the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (ii)  
18 the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and  
19 tax counsel for advice (including tax advice) in connection with this Stipulation of Settlement, (b)  
20 has not entered into this Stipulation of Settlement based upon the recommendation of any other party  
21 or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication  
22 or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be  
23 imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed  
24 any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies  
25 (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party  
26 of the tax treatment or tax structure of any transaction, including any transaction contemplated by  
27 this Stipulation of Settlement.

1           59.     **Preliminary Approval of Settlement.** The Parties agree to work diligently and  
2 cooperatively to have this Settlement presented to the Court for preliminary approval. Plaintiff will  
3 move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary  
4 Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class  
5 Notice. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all  
6 material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no  
7 further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost  
8 Award, Administration Costs, and Class Representative Enhancement Payments shall be determined  
9 by the Court, and the Court's determination on these amounts shall be final and binding, and that the  
10 Court's approval or denial of any amount requested for these items are not conditions of this  
11 Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness,  
12 and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney  
13 Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payments  
14 shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall  
15 limit Plaintiffs' or Class Counsel's ability to appeal any decision by the Court to award less than the  
16 requested Attorney Fee Award, Cost Award, Administration Costs, and Class Representative  
17 Enhancements.

18           60.     **Release by All Participating Class Members.** All Participating Class Members,  
19 including Plaintiff, shall be deemed to have released their respective Released Claims against the  
20 Released Parties upon date that Defendant has fully funded the Gross Settlement Amount. Class  
21 Members who do not request exclusion will be deemed to have fully, finally and forever released,  
22 settled, compromised, relinquished, and discharged with respect to all of the Released Parties for  
23 any and all Released Claims that accrued during the Settlement Period. Each Class Member who  
24 has not submitted a valid request for exclusion, fully releases and discharges the Released Parties  
25 for the Released Claims for any period during the Settlement Period.

26           61.     **PAGA Release by All Class Members.** All Class Members, including Plaintiff and  
27 PAGA Members, shall be deemed to have released their respective PAGA Released Claims,

1 premised in whole or in part on any of the claims, facts, or allegations set forth in the PAGA Notice  
2 and Complaint, against the Released Parties upon the date that Defendant has fully funded the Gross  
3 Settlement Amount. It is understood that PAGA Members will not have the opportunity to opt out  
4 of, or object to, the PAGA Released Claims. Further, the PAGA Members are bound by the PAGA  
5 Released Claims regardless of whether they cash and/or otherwise negotiate their Individual PAGA  
6 Payment.

7       62.     **Additional Release and Waiver of Claims by Plaintiff.** In addition to the release  
8 of Released Class Claims and Released PAGA Claims against the Released Parties as set forth above,  
9 Plaintiff, in his individual capacity agrees to release the Released Parties from any and all claims,  
10 known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common  
11 law, or other source of law, arising as of the date of execution of this Agreement including, but not  
12 limited to, claims arising from or related to his employment with Defendant and his compensation  
13 while an employee of the Defendant (“Plaintiff’s Released Claims”). Plaintiff hereby generally  
14 releases any and all claims against Defendant, the Released Parties, and all of their present and former  
15 parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers,  
16 directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity  
17 which could be liable for any of Plaintiff’s Released Claims.

18       Plaintiff’s Released Claims include all claims, whether known or unknown. Even if  
19 Plaintiff discovers facts in addition to or different from those that they now know or believe to be  
20 true with respect to the subject matter of Plaintiff’s Released Claims, those claims will remain  
21 released and forever barred. To effect a full and complete general release as described above,  
22 Plaintiff expressly waives and relinquish all rights and benefits of section 1542 of the Civil Code of  
23 the State of California, and does so understanding and acknowledging the significance and  
24 consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of  
25 California states as follows:

26       **A general release does not extend to claims that the creditor or releasing party**  
27       **does not know or suspect to exist in his or her favor at the time of executing the**

release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledge this Stipulation of Settlement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Stipulation of Settlement, and that this Stipulation of Settlement contemplates the extinguishment of any such claims. Plaintiff warrants that he has read this Stipulation of Settlement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Stipulation of Settlement and specifically about the waiver of section 1542, and that Plaintiff understands this Stipulation of Settlement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Stipulation of Settlement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Stipulation of Settlement, and even so Plaintiff agrees that the releases and agreements contained in this Stipulation of Settlement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Stipulation of Settlement or with regard to any facts now unknown to Plaintiff relating thereto. Plaintiff's Released Claims exclude any release of any claims not permitted to be released by law.

### 63. **Settlement Administration.**

a. Within ten (10) calendar days of entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator the Class Data by way of an electronic database, which will list for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) hire and termination dates; (5) the total number of Workweeks worked by the Class Member during the Class Period; and (6) the total number of PAGA Pay Periods, if

1 any, worked by the Class Member during the PAGA Period (“Database”). The Database shall be  
2 based on Defendant’s payroll, personnel, and other business records. If any or all of this  
3 information is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties  
4 will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable  
5 information. The Settlement Administrator shall maintain the Database and all data contained  
6 within the Database as private and confidential. The Settlement Administrator shall not be  
7 permitted to share any class information included in the Database with Plaintiff or Class Counsel  
8 absent express written approval by Defendant or Defense Counsel.

9           i. Notice by First Class U.S. Mail. Upon receipt of the Database, the Settlement  
10 Administrator shall perform a Class Member Address Search search based on the National  
11 Change of Address Database maintained by the United States Postal Service to update and  
12 correct any known or identifiable address changes. Within ten (10) calendar days after  
13 receiving the Database from Defendant as provided herein, the Settlement Administrator  
14 shall mail copies of the Notice to all Class Members via regular First-Class U.S. Mail. The  
15 Settlement Administrator shall exercise its best judgment to determine the current mailing  
16 address for each Class Member. The address identified by the Settlement Administrator as  
17 the current mailing address shall be presumed to be the most current mailing address for  
18 each Class Member. The Parties agree that this procedure for notice provides the best  
19 notice practicable to Class Members and fully complies with due process.

20           ii. Undeliverable Settlement Notices. Any Settlement Notice returned to the  
21 Settlement Administrator as non-deliverable on or before the Response Deadline shall be  
22 re-mailed to the forwarding address affixed thereto within three (3) business days of receipt  
23 of the returned Settlement Notice by the Settlement Administrator. If no forwarding address  
24 is provided, the Settlement Administrator shall attempt to determine a correct address by  
25 the use of skip-tracing, or other type of automated search, using the name, address and/or  
26 Social Security number of the Class Member involved, and shall then perform a re-mailing  
27 to the Class Member whose Settlement Notice was returned as non-deliverable within three  
28

1 (3) business days of receipt of the returned Settlement Notice by the Settlement  
2 Administrator, assuming another mailing address is identified by the Settlement  
3 Administrator. Class Members who are sent a re- mailed Settlement Notice shall have their  
4 Response Deadline extended by ten (10) calendar days from the date the Settlement  
5 Administrator re-mails the Class Notice. If these procedures are followed, notice to Class  
6 Members shall be deemed to have been fully satisfied, and if the intended recipient of the  
7 Settlement Notice does not receive the Settlement Notice, the intended recipient shall  
8 nevertheless remain a Class Member and shall be bound by all terms of the Settlement and  
9 the Final Approval Order and Judgment.

10 iii. Determination of Individual Class Payments and Individual PAGA Payments.  
11 The Settlement Administrator shall determine the eligibility for, and the amounts of, each  
12 Individual Class Payment and Individual PAGA Payment under the terms of this  
13 Stipulation of Settlement. The Settlement Administrator's determination of the eligibility  
14 for and amount of each Individual Class Payment and Individual PAGA Payment shall be  
15 binding upon the Class Members (including the PAGA Members) and the Parties. In the  
16 absence of fraud or gross negligence, Defendant's Workweek estimates and PAGA Pay  
17 Period estimates shall be presumed accurate.

18 iv. Disputes Regarding Administration of Settlement. Any dispute not resolved by  
19 the Settlement Administrator concerning the administration of the Settlement shall be  
20 resolved by the Court.

21 v. Website and Toll-Free Number. The Administrator will post documents and  
22 information of interest to Class Members on its website. The Administrator will also  
23 maintain and monitor a toll-free telephone number to receive Class Member calls.

24 b. Monitoring and Reviewing Settlement Administration. The Parties have the right to  
25 monitor and review the administration of the Settlement to verify that the monies allocated under  
26 the Settlement are distributed in the correct amount, as provided for in this Stipulation of  
27 Settlement.

1 c. Certification Reports Regarding Individual Class Payments Calculations. The Settlement  
2 Administrator will provide Defense counsel and Class Counsel a weekly report which certifies: (i)  
3 the number of Class Members who have submitted valid Requests for Exclusion or objections; and  
4 (ii) whether any Class Member has submitted a challenge to any information contained in their  
5 Settlement Notice, including but not limited to the number of Class Members who have submitted  
6 a dispute of Workweeks and/or a dispute of PAGA Pay Periods. Additionally, the Settlement  
7 Administrator will provide to counsel for both Parties any updated reports regarding the  
8 administration of the Settlement Agreement as needed or requested.

9 d. Best Efforts. The Parties agree to use their best efforts to carry out the terms of this  
10 Settlement.

11 64. **Objections to the Settlement.** The Class Notice will provide the method and timing  
12 for objections to the Settlement.

13 a. Timing. Participating Class Members may submit a written objection to the Settlement  
14 Administrator by mail, postmarked by the Response Deadline. In the alternative, Participating  
15 Class Members may object to the Settlement by appearing at the Final Approval Hearing.

16 b. Format. Any written objections to the Settlement shall include: (1) the case name (e.g.  
17 Sim v. Maddox Resources, Inc., et al.) and case number 22STCV20798; (2) the objecting person's  
18 or his/her attorneys' full name, address, and telephone number; (3) the words "Notice of  
19 Objection" or "Formal Objection;" (4) a description, in clear and concise terms, the legal and  
20 factual arguments supporting the objection; (5) any identifying witness(es) the objector may call to  
21 testify at the Final Approval Hearing; (6) true and correct copies of any exhibit(s) the objector  
22 intends to offer at the Final Approval Hearing; (7) a statement of whether the objection applies  
23 only to the objector, to a specific subset of the Class, or to the entire Class; and (8) whether the  
24 objector or his/her attorneys will attend the Final Approval Hearing.

25 c. Notice of Intent to Appear. Class Members who timely submit valid objections to the  
26 Settlement may (though are not required to) appear at the Final Approval hearing, either in person  
27 or through the objector's own counsel.

**Challenges to Workweeks/PAGA Pay Periods.** Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member as stated in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail or the telephone number listed in the Class Notice. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculations of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

65. **Request for Exclusion from Settlement (“Opt-Out”)**. The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement of class claims must mail to the Settlement Administrator a written request for exclusion by the Response Deadline. The written request for exclusion must: (1) state the Class Member’s name, address, telephone number, and social security number or employee identification number; (2) state the Class Member’s intention to exclude themselves from or opt-out of the Settlement (e.g. “I want to exclude myself from this Settlement in *Sim v. Maddox Resources, Inc.* I understand that by requesting to be excluded from the Settlement, I am not participating in the Settlement and will receive no money from the Settlement.”); (3) be addressed to the Settlement Administrator; (4) be signed by the Class Member or his or her lawful representative; and (5) be postmarked by no later than the Response Deadline.

a. Effect of Opt-Out. Any Class Member who returns a timely, valid, and executed Request for Exclusion will not participate in or be bound by the portion of the Settlement that relates to the Released Class Claims and subsequent judgment and will not receive an Individual Class Payment

1 or any benefit of this Settlement as it pertains to the Class Claims. If the Class Member who opts  
2 out is also a PAGA Member, the Class Member will still receive an Individual PAGA Payment and  
3 will still be bound by the Settlement as it pertains to the Released PAGA Claims, for which there is  
4 no opt-out mechanism.

5 b. Failure to Opt-Out. A Class Member who does not timely submit a valid Request for  
6 Exclusion will be included in the Settlement, will receive an Individual Class Payment, and be  
7 bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and  
8 by the subsequent judgment, regardless of whether he or she has objected to the Settlement.

9 c. Confirmation of Authenticity. If there is a question about the authenticity of a signed  
10 Request for Exclusion, the Settlement Administrator may request additional proof of the Class  
11 Member's identity.

12 d. Report. No later than ten (10) business days after the Response Deadline, the Settlement  
13 Administrator will provide the Parties with a complete and accurate accounting of the number of  
14 Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of  
15 Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable,  
16 the number of Class Members who objected to the Settlement and copies of their submitted  
17 objections, the number and names of any Class Members who returned valid requests for  
18 exclusion, and the number of Class Members who returned invalid requests for exclusion.

19 e. No Solicitation of Objections or Requests for Exclusion. Neither the Parties nor their  
20 respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to  
21 object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

22 66. **Disbursement of Settlement Shares and Payments.** Subject to the Court finally  
23 approving the Settlement, on or before the Disbursement Deadline, the Settlement Administrator  
24 shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order  
25 and Judgment. The maximum amount Defendant can be required to pay under this Settlement for  
26 any purpose is the Gross Settlement Amount. The Settlement Administrator shall keep Defendant's  
27 Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The

1 Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel.  
2 No person shall have any claims against Defendant, Defendant's Counsel, Plaintiff, Class Counsel,  
3 or Settlement Administrator based on the distributions and payments made in accordance with this  
4 Agreement.

5 a. Funding the Settlement. The Gross Settlement Amount shall be paid by Defendant in one  
6 lump sum payment on or before the Funding Date. Defendant shall provide the Gross Settlement  
7 Amount to the Settlement Administrator in any feasible manner, including, but not limited to, by  
8 way of a wire transfer. If this Settlement is not finally approved by the Court in full, or is  
9 terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective Date  
10 does not occur, then no portion of the Gross Settlement Amount shall be paid.

11 b. Disbursement. On or before the Funding Deadline, the Settlement Administrator shall  
12 disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the  
13 Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved  
14 by the Court; (3) Class Representative Enhancement Payments paid to the Class Representative, as  
15 approved by the Court; (4) the Administration Costs, as approved by the Court; and (5)  
16 Defendant's portion of payroll taxes as the Class Members' current or former employer.

17 i. Individual Class Payments: From the Net Settlement Amount, the Settlement  
18 Administrator will calculate each Individual Class Payment by dividing the Net Settlement  
19 Amount by the total number of Workweeks for the Class Members, resulting in the  
20 Workweek Value, and then multiplying the Workweek Value by the number of Workweeks  
21 worked by each individual Class Member. All Class Members will be entitled to payment  
22 for at least one Workweek. Defendant will provide the total number of Workweeks for each  
23 Class Member to the Settlement Administrator. The Settlement Administrator will calculate  
24 the number of Workweeks worked by the Class Members during the Class Period and the  
25 Individual Settlement Awards to eligible Class Members. All Workweek Disputes will be  
26 resolved and decided by the Settlement Administrator and the Settlement Administrator's  
27 decision on all Workweek Disputes will be final and non-appealable.

ii. Individual PAGA Payment: The Settlement Administrator will calculate Individual PAGA Payments by dividing the 25% of the PAGA Payment to be distributed to PAGA Members, i.e. \$5,000, by the total number of PAGA Pay Periods for the PAGA Members resulting in the PAGA Pay Period Value; and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each PAGA Member. All PAGA Members will be entitled to payment for at least one PAGA Pay Period.

iii. Each Participating Class Member's Individual Class Payments and Individual PAGA Payment shall be calculated solely by the Settlement Administrator using Defendant's Workweek data and Defendant's PAGA Pay Period data. Defendant's Workweek data and PAGA Pay Period data will be presumed to be correct, unless a particular Class Member proves otherwise to the Claims Administrator by credible evidence. All Workweek disputes and PAGA Pay Period Disputes will be resolved and decided by the Claims Administrator and the Claims Administrator's decision on all Workweek disputes and PAGA Pay Period disputes will be final and non-appealable.

iv. Individual Class Payments and Individual PAGA Payments shall be mailed by the Settlement Administrator by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address by no later than the Distribution Deadline. Prior to mailing the Individual Class Payments and the Individual PAGA Payments, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes.

v. Should any of the following occur, the Settlement Administrator will proportionately increase the estimated Individual Class Payments of each Participating Class Member to ensure that the entire Net Settlement Amount is distributed to Participating Class Members: (i) any Class Members submit timely and valid, or otherwise accepted, Requests for Exclusion following the provision of Settlement Notices and expiration of the Response Deadline; (ii) the Court approves the Class Representative

1 Enhancement Payments in amounts less than those requested by Plaintiffs, as detailed  
2 herein; (iii) the Court approves an Attorney Fee Award in an amount less than that  
3 requested by Plaintiffs, as detailed herein; and/or (iv) the Court approves Settlement  
4 Administration Costs in an amount less than that requested by Plaintiffs, as detailed herein.

5 vi. Individual Class Payment payments and Individual PAGA Payments shall be  
6 made by check and shall be made payable to each Participating Class Member as set forth  
7 in this Stipulation of Settlement. If a Class Member is entitled to receive an Individual  
8 Class Payment and an Individual PAGA Payment, the Settlement Administrator may issue  
9 the entire payment due to the Class Member via a single check.

10 vii. Individual Class Payments shall be allocated as follows: twenty percent (20%)  
11 as alleged unpaid wages subject to all applicable tax withholdings; forty percent (40%) as  
12 alleged unpaid interest; and forty percent (40%) as alleged unpaid penalties. Individual  
13 PAGA Payments will be allocated 100% as penalties. The Settlement Administrator shall  
14 issue an IRS Form W-2 to each Participating Class Member for the portion of each  
15 Individual Class Payment payment allocated as alleged unpaid wages and subject to all  
16 applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to  
17 each Class Member for the portion of each Individual Class Payment and for the Individual  
18 PAGA Payment allocated as alleged unpaid non-wage penalties and interest and not subject  
19 to payroll tax withholdings. The Settlement Administrator shall calculate the amount of the  
20 Employer's Share of Payroll Taxes and shall remit and report the applicable portions of the  
21 payroll tax payment to the appropriate taxing authorities in a timely manner. Defendant will  
22 be responsible for paying its share of the Payroll Taxes and this amount will not be  
23 deducted from the Gross or Net Settlement Amount.

24 viii. Participating Class Members and PAGA Members must cash or deposit their  
25 Individual Class Payment and/or Individual PAGA Payment checks within one hundred and  
26 eighty (180) calendar days after the checks are mailed to them. If any checks remained  
27 uncashed or not deposited by the expiration of the 180-day period, the Settlement

1 Administrator will cancel the checks. All funds associated with the uncashed checks shall  
2 be transmitted by the Administrator to the California State Controller's Office, Unclaimed  
3 Property Division, in the name of the Class Member or PAGA Member who failed to cash  
4 their check.

5 ix. Any Participating Class Member or PAGA Member who fails to cash/deposit his  
6 or her Individual Class Payment check and/or Individual PAGA Payment check shall  
7 nevertheless remain bound by the Settlement and the releases contained herein.

8 x. All monies received by Class Members under the Settlement which are  
9 attributable to wages shall constitute income to such Class Members solely in the year in  
10 which such monies actually are received by the Class Members. It is expressly understood  
11 and agreed that the receipt of Individual Class Payments shall not entitle any Class Member  
12 to additional compensation or benefits under any collective bargaining agreement or under  
13 any bonus, contest or other compensation or benefit plan or agreement in place during the  
14 period covered by the Settlement, nor shall it entitle any Class Member to any increased  
15 pension and/or retirement, or other deferred compensation benefits. It is the intent of the  
16 Parties that the Individual Class Payments and Individual PAGA Payments provided for in  
17 this Stipulation of Settlement are the sole payments to be made by Defendant to Class  
18 Members and PAGA Members in connection with this Settlement, with the exception of  
19 Plaintiff, and that the Class Members are not entitled to any new or additional  
20 compensation or benefits as a result of having received the Individual Class Payments  
21 and/or and Individual PAGA Payments. Furthermore, the receipt of Individual Class  
22 Payments and Individual PAGA Payments by Class Members shall not, and does not, by  
23 itself establish any general, special, or joint employment relationship between and among  
24 the Class Member(s) and Defendant or between and among the Class Member(s) and any of  
25 the Released Parties.

26 c. Class Representative Enhancement Payment. For the purposes of this Settlement only,  
27 the Parties agree to the designation of Plaintiff Brian Sim as Class Representative. In recognition of

his time and effort in bringing and presenting the Action and for releasing his Released Claims, Plaintiff shall request a Class Representative Enhancement Payment not to exceed Ten Thousand Dollars (\$10,000.00). Plaintiff's request for the Class Representative Enhancement Payment shall be subject to approval from the Court. Defendant agrees not to oppose or object to Plaintiffs' request for a Class Representative Enhancement Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00). The Class Representative Enhancement Payment will be in addition to Plaintiff's Individual Class Payment and/or Individual PAGA Payment pursuant to the Settlement. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment. Any amount requested by Plaintiff for the Class Representative Enhancement Payments and not awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Class Payments.

d. Attorney Fee Award. Class Counsel shall be entitled to request attorneys' fees in an amount not to exceed one-third (33%) of the Gross Settlement Amount. In addition, Class Counsel shall also be entitled to request an award of costs associated with Class Counsel's prosecution of the Action not to exceed Twenty One Thousand Dollars (\$21,000.00). Class Counsel's request for such attorneys' fees and costs shall be subject to approval from the Court. Defendant agrees not to oppose or object to Class Counsel's request for attorneys' fees or to Counsel's request for attorneys' costs. In the event the Court awards Class Counsel less than the Attorneys' Fees or Attorneys' costs requested herein, the difference shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Class Payments. Notwithstanding the foregoing, Class Counsel expressly reserves and does not waive any appellate rights with respect to such an order. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorney Fee Award. Class Counsel shall provide the Settlement Administrator with properly completed and signed copies of IRS Form W-9 in order for the Settlement Administrator to process the Attorney Fee Award approved by the Court. The

1 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorney Fee  
2 Award.

3 67. **Settlement Administration Costs.** The Settlement Administration fees and  
4 expenses, which are estimated not to exceed Thirteen Thousand Dollars (\$13,000), shall be paid from  
5 the Gross Settlement Amount. Prior to Plaintiffs filing a Motion for Final Approval of the  
6 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the  
7 Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement  
8 Administration process and to make all reasonable efforts to control and minimize Settlement  
9 Administration Costs.

10 a. The Parties each represent they do not have any financial interest in the Settlement  
11 Administrator or otherwise have a relationship with the Settlement Administrator that could create  
12 a conflict of interest.

13 b. The Settlement Administrator shall keep the Parties timely apprised of the performance  
14 of all Settlement Administrator responsibilities required by the Settlement. The Settlement  
15 Administrator shall be authorized to establish a QSF pursuant to IRS rules and regulations in which  
16 the Gross Settlement Amount shall be placed and from which payments required by the Settlement  
17 shall be made.

18 68. **Payroll Taxes.** In accordance with this Settlement and to the fullest extent possible,  
19 the Gross Settlement Amount shall resolve, satisfy and completely extinguish all of Defendant's  
20 liability with respect to the Class Members and PAGA Members, except that the Defendant shall  
21 solely be responsible for the employer portion of the payroll taxes on the portion of the Individual  
22 Class Payments that constitutes wages and these taxes shall be paid by the Defendant in addition to  
23 the Gross Settlement Amount. Upon the transfer of the Gross Settlement Amount and the employer  
24 portion of payroll taxes on the portion of the Individual Class Payments that constitutes wages,  
25 Defendant shall have no further payment or defense obligation whatsoever with respect to any claims  
26 covered by this Settlement made or asserted by any person or entity anywhere in the world in  
27 connection with the Class Members.

69. **Final Settlement Approval Hearing and Entry of Final Approval Order and Judgment.** Following the expiration of the Response Deadline, a Final Approval Hearing shall be conducted by the Court to determine whether to grant final approval of the Settlement, including determining the amounts payable for: (i) the Attorney Fee Award; and (ii) the Class Representative Enhancement Payment. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the Parties describing the process and results of the administration of the Settlement to date, which report or declaration shall be filed by Plaintiff with the Court prior to the Final Approval Hearing. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for final approval.

70. **Duties of the Parties Prior to Court Approval.** The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. Plaintiff shall also timely provide any required notice of this Settlement to the LWDA, along with all necessary PAGA documents. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order scheduling a fairness hearing on the question of whether the proposed settlement, including payment of attorneys' fees and costs, the Class Representative's Enhancement Payment, and the PAGA Payment, should be finally approved as fair, reasonable and adequate as to the members of the Class. As part of Plaintiff's Motion for Preliminary Approval, Plaintiff shall also apply to the Court for the entry of an Order as follows:

- a. Certifying the Class for settlement purposes only;
- b. Approving, as to form and content, the proposed Settlement Notice;
- c. Approving the manner and method for Class Members to object or request exclusion from the Settlement, as contained herein and within the Settlement Notice;
- d. Directing the mailing of the Settlement Notices to Class Members, by first class mail;
- e. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and
- f. Setting a Final Approval Hearing.

71. **Duties of the Parties Following Final Approval.** Following final approval by the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed Final Approval Order of Approval and Judgment:

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of attorneys' fees and costs;

c. Approving the Class Representative's Enhancement Payment to Plaintiff;

d. Setting a date when the Parties shall submit the Final Report regarding the distribution of the Gross Settlement Amount, and, if necessary, a date for a final accounting hearing following its receipt of the Final Report;

e. Entering judgment in this Action barring and enjoining all members of the Class from prosecuting against any of the Released Parties, any individual or class, or representative claims released herein pursuant to the Settlement Agreement, upon satisfaction of all payments and obligations hereunder.

72. **Revocation of Settlement by Defendant.** If Class Members representing more than an aggregate total of ten percent (10%) of the Class Members opt-out, Defendant shall have the sole and absolute discretion to rescind/void the Settlement Agreement within twenty (20) calendar days after receiving from the Settlement Administrator the final list of opt-outs. Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendant elects to rescind/void the Settlement Agreement, it shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of this Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect, and the Class certified pursuant to this Settlement Agreement will be decertified for all purposes. If Defendant chooses to terminate this Settlement Agreement under this provision, it shall be responsible to pay the Settlement Administrator's fees and costs incurred to that point.

1           73.     **Nullification of Settlement.** In the event: (i) the Court does not enter the Preliminary  
2 Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does  
3 not enter the Final Approval Order and Judgment; or (iv) the Settlement does not become final for  
4 any other reason, this Stipulation of Settlement shall be rendered null and void, any order or judgment  
5 entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and  
6 this Stipulation of Settlement and any documents related to it shall not be used by any Class Member  
7 or Class Counsel to support any claim or request for class certification in the Action, and shall not  
8 be used in any other civil, criminal or administrative action against Defendant or any of the other  
9 Released Parties. Additionally, should the Settlement not become final for any reason, the Parties  
10 will request that the Court reopen proceedings within thirty (30) calendar days, and any Settlement  
11 Administration Costs already incurred by the Settlement Administrator shall be split evenly amongst  
12 the Parties. If Defendant elects to revoke the Settlement, as specified in Paragraph 66, the Parties  
13 and any monies required to be paid under this Settlement shall be returned to their respective statuses  
14 as of the date and time immediately prior to the execution of this Stipulation of Settlement, and the  
15 Parties shall proceed in all respects as if this Stipulation of Settlement had not been executed, except  
16 that any Settlement Administration Costs already incurred by the Settlement Administrator shall be  
17 paid to the Settlement Administrator by Defendant. In the event an appeal is filed from the Court's  
18 Final Approval Order and Judgment, or any other appellate review is sought, administration of the  
19 Settlement shall be stayed pending final resolution of the appeal or other appellate review and the  
20 stay shall only be lifted if the end result of the appeal or other proceeding is that the terms of this  
21 settlement agreement are upheld.

22           74.     **Plaintiff's Waiver of Right to Be Excluded.** Plaintiff agrees that by signing this  
23 Settlement Agreement, he will be bound by the terms herein. Plaintiff further agrees that, upon  
24 signing this Settlement Agreement, he will not request to be excluded from this Settlement and that  
25 any such request for exclusion by Plaintiff will be void and of no force or effect.

26           75.     **Waiver of Certain Appeals.** The Parties agree to waive appeals and to stipulate to  
27 class certification for purposes of this Settlement only; and either party may appeal any court order

1 that materially alters the Settlement Agreement's terms. Nothing in this Settlement Agreement shall  
2 preclude Plaintiff from appealing from a court order denying or failing to grant in full his requests  
3 for attorneys' fees, costs, or enhancement payments.

4 76. **No Admission by Defendant.** Defendant denies all claims alleged in this Action and  
5 denies all wrongdoing whatsoever by Defendant. Neither this Stipulation of Settlement, nor any of  
6 its terms and conditions, nor any of the negotiations connected with it, is a concession or admission,  
7 and none shall be used against Defendant as an admission or indication with respect to any claim of  
8 any fault, concession, or omission by Defendant or that class certification is proper under the standard  
9 applied to contested certification motions. The Parties stipulate and agree to the certification of the  
10 proposed class for settlement purposes only. The Parties further agree that this Stipulation of  
11 Settlement will not be admissible in this or any other proceeding as evidence that either (i) a class  
12 action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other than  
13 according to the terms of this Stipulation of Settlement.

14 77. **Publicity.** Class Representative and Class Counsel will not make any public  
15 disclosures of any kind regarding the Settlement, this Stipulation of Settlement, including but not  
16 limited to postings on Class Counsel's websites and postings on any social media sites/outlets, until  
17 after the Motion for Preliminary Approval is filed. Class Counsel will take all steps necessary to  
18 ensure the Class Representative is aware of, and will encourage them to adhere to, the restriction  
19 against any public disclosures regarding the Settlement and this Stipulation of Settlement until after  
20 the Motion for Preliminary Approval is filed. Further, Class Counsel will not include, reference or  
21 use the Settlement for any marketing or promotional purposes, or for attempting to influence business  
22 relationships at Maddox Resources, Inc. or Mountain Mike's Pizza, either before or after the Motion  
23 for Preliminary Approval is filed, or disclose, disseminate and/or publicize, or cause or permit  
24 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or  
25 indirectly, specifically or generally, to any person, corporation, association, government agency, or  
26 other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be  
27 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent

1 necessary to report income to appropriate taxing authorities; (4) in response to a court order or  
2 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government  
3 agency.

4 78. **Waiver.** No waiver of any condition or covenant contained in this Settlement  
5 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to  
6 imply or constitute a further waiver by such party of the same or any other condition, covenant, right  
7 or remedy.

8 79. **Judgment and Continued Jurisdiction.** Upon final approval of the Settlement by  
9 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the  
10 Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court. After  
11 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing:  
12 (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration  
13 matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth  
14 in this Agreement. The Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the  
15 Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this  
16 Stipulation of Settlement and all orders and judgments entered in connection therewith.

17 80. **Exhibits and Headings.** The terms of this Stipulation of Settlement include the terms  
18 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
19 herein. The Exhibits to this Stipulation of Settlement are an integral part of the Settlement. The  
20 descriptive headings of any paragraphs or sections of this Stipulation of Settlement are inserted for  
21 convenience of reference only.

22 81. **Amendment or Modification.** This Stipulation of Settlement may be amended or  
23 modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

24 82. **Entire Agreement.** This Stipulation of Settlement and any attached Exhibits  
25 constitute the entire agreement between the Parties, and no oral or written representations, warranties,  
26 or inducements have been made to Plaintiff or Defendant concerning this Stipulation of Settlement  
27 or its Exhibits other than the representations, warranties, and covenants contained and memorialized

1 in this Stipulation of Settlement and its Exhibits. No other prior or contemporaneous written or oral  
2 agreements may be deemed binding on the Parties.

3 83. **Authorization to Enter into Settlement Agreement.** Class Counsel and Defense  
4 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to  
5 negotiate this Stipulation of Settlement and to take all appropriate actions required or permitted to  
6 be taken by such Parties pursuant to this Stipulation of Settlement to effectuate its terms, and to  
7 execute any other documents required to effectuate the terms of this Stipulation of Settlement. The  
8 Parties, Class Counsel and Defense Counsel shall cooperate with each other and use their best efforts  
9 to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement  
10 on the form or content of any document needed to implement the Settlement, or on any supplemental  
11 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek  
12 the assistance of the Court to resolve such disagreement. The person signing this Stipulation of  
13 Settlement on behalf of the Defendant represents and warrants that he/she is authorized to sign this  
14 Stipulation of Settlement on behalf of Defendant. Plaintiff represents and warrants that he is  
15 authorized to sign this Stipulation of Settlement and that he has not assigned any claim, or part of a  
16 claim, covered by this Settlement of Settlement to a third party. The Parties have cooperated in the  
17 drafting and preparation of this Stipulation of Settlement. Hence, in any construction made of this  
18 Stipulation of Settlement, the same shall not be construed against any of the Parties.

19 84. **Binding on Successors and Assigns.** This Stipulation of Settlement shall be binding  
20 upon, and inure to the benefit of, the successors and assigns of the Parties.

21 85. **California Law Governs.** All terms of this Stipulation of Settlement and the Exhibits  
22 hereto shall be governed by and interpreted according to the laws of the State of California, without  
23 giving effect to any law that would cause the laws of any jurisdiction other than the State of California  
24 to be applied.

25 86. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement  
26 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
27 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

87. **Counterparts.** This Stipulation of Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

88. **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of Class Data provided to Class Counsel by Maddox in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or California Rules of Court Rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Maddox.

89. **This Settlement is Fair, Adequate, and Reasonable.** The Parties represent that this Settlement is a fair, adequate, and reasonable settlement of the Action and the Parties have arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

90. **Invalidity of Any Provision.** Before declaring any term or provision of this Stipulation of Settlement invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation of Settlement as valid and enforceable. In the event the Court declares any material provision of this Stipulation of Settlement invalid, the Stipulation of Settlement will be void and its terms will be of no force and effect, except as otherwise agreed to by the Parties in writing.

91. **Binding Nature of Notice of Class Action Settlement**. It is agreed that, because the Class Members and PAGA Members are so numerous, it is impossible or impractical to have each Class Member and PAGA Member execute the Stipulation of Settlement. The Class Notice shall advise all Class Members and PAGA Members of the binding nature of the Settlement, and the release of Released Class Claims and Released PAGA Claims shall have the same force and effect

as if this Stipulation of Settlement were executed by each Participating Class Member and each  
PAGA Member.

92. **Neutral Employment Reference:** Defendant agrees that it will adopt a neutral  
reporting policy regarding any future employment references related to the Plaintiff. In the event that  
any employers or potential employers of Plaintiff request a reference from Defendant regarding a  
Plaintiff's employment with Defendant, Defendant shall respond only to provide the Plaintiff's dates  
of employment, job titles during employment, and final rate of pay. Defendant shall not refer to the  
Action or this Settlement.

93. **Stay of Litigation.** The Parties agree that upon the date of the acceptance of the  
mediator's proposal (May 9, 2023), the litigation in this Action shall be stayed, except to effectuate  
the terms of this Agreement. The Parties further agree upon the signing of this Agreement, pursuant  
to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the  
entire period of this settlement process, from May 9, 2023 to Final Approval

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint  
Stipulation of Class Action and PAGA Settlement and Release between Plaintiff, on the one hand,  
and Defendant, on the other hand, as of the date(s) set forth below:

DATED: Feb 2, 2024 3 **PLAINTIFF**

By:   
Brian Sim

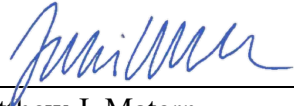
DATED: \_\_\_\_\_ **DEFENDANT MADDOX RESOURCES**

By: \_\_\_\_\_  
John Maddox  
Chief Executive Officer, Defendant Maddox Resources

***Approved as to Form:***

DATED: February 2, 2024 **MATERN LAW GROUP, PC**

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By:   
Matthew J. Matern  
Julia Z. Wells  
Attorneys for Plaintiff Brian Sim, individually, and on  
behalf of others similarly situated

DATED: \_\_\_\_\_ **OGLETREE DEAKINS**

By: \_\_\_\_\_  
Lyne A. Richardson  
Brittney L. Turner  
Attorneys for Defendant Maddox Resources, Inc.

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**SERVICE LIST**

|                                   |                                                 |
|-----------------------------------|-------------------------------------------------|
| Matthew J. Matern, Esq.           | Attorneys for Plaintiff BRIAN SIM               |
| Tagore O. Subramaniam, Esq.       | individually, and on behalf of others similarly |
| Julia Z. Wells, Esq.              | situated                                        |
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