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

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

Plaintiff,

vs.

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

Defendants.

Case No. 22STCV20798

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

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

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

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

12 The Parties previously entered into a Joint Stipulation of Class Action and PAGA Settlement
13 and Release, which was fully signed on or about April 1, 2024 (the “**Initial Joint Stipulation**”).
14 Plaintiff filed his motion for preliminary approval, which was heard on March 5, 2024. At the
15 **hearing on Plaintiff’s motion for preliminary approval, the Court requested that the Parties make**
16 **certain corrections and changes to the Initial Joint Stipulation. Pursuant to the Court’s instructions,**
17 **the Parties have made the requested changes and corrections in this Amended and Restated Joint**
18 **Stipulation of Class Action and PAGA Settlement and Release. The Parties therefore agree that the**
19 **Initial Joint Stipulation is superseded by this Amended and Restated Joint Stipulation of Class Action**
20 **and PAGA Settlement and Release.**

21 **DEFINITIONS**

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

24 1. **Action**: Brian Sim v. Maddox Resources, Inc., et al., Los Angeles Superior Court
25 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.

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

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

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

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

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

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

1 Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 et seq., and will be administered by the Settlement
2 Administrator as such. The Parties and the Settlement Administrator shall treat the Qualified
3 Settlement Fund as coming into existence as a Qualified Settlement Fund on the earliest date
4 permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the
5 appropriate returns as required by law.

6 40. **Released Class Claims or Class Release:** Upon the date that Defendant has fully
7 funded the Gross Settlement Amount, Participating Class Members will fully, finally, and forever
8 release and discharge every one of the Released Parties from any and all claims, actions, or causes
9 of action of whatever kind or nature, whether known or unknown, that were alleged or that reasonably
10 could have been alleged under state or federal law based on the factual allegations contained in the
11 Complaint on file with the Court, including claims for failure to properly calculate and/or pay all
12 wages due (including minimum wage and overtime/doubletime wages), failure to properly pay
13 employee tips and/or gratuities and/or failure to maintain a lawful tip pooling policy, failure to pay
14 for all hours worked, failure to provide legally compliant meal and rest periods, failure to pay meal
15 and rest period premiums, failure to pay all accrued sick time owed, failure to pay all reporting time
16 pay, failure to maintain required records, failure to adequately indemnify employees for employment
17 related losses/expenditures **and/or illegally deducting from employees' wages**, failure to timely pay
18 wages during employment, failure to timely pay final wages, failure to furnish accurate wage
19 statements and engaging in unfair and unlawful business practices. This Release includes any and
20 all claims, actions, or causes of action of whatever kind or nature, whether known or unknown, that
21 were alleged or that reasonably could have been alleged under state or federal law based on the
22 factual allegations contained in the Complaint on file with the Court regarding alleged violations of
23 the following: California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 351,
24 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 through 2699.5, 2802, and
25 2810.5; California Business and Professions Code, section 17200 et seq., and California Industrial
26 Wage Commission Order No. 5-2001, sections 3, 4, 7, 11, 12, and 20.

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 includes any and all claims arising under PAGA, whether known or unknown, that were alleged or that reasonably could have been alleged based on the factual allegations contained in the Complaint on file with the Court regarding alleged violations of the following: California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 351, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 through 2699.5, 2802, and 2810.5; California Business and Professions Code, section 17200 et seq., and California Industrial Wage Commission Order No. 5-2001, sections 3, 4, 7, 11, 12, and 20. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), Class Members employed by Defendant at any time during the PAGA Period and who exclude themselves from this Settlement shall still receive an Individual PAGA Payment directly from the Settlement Administrator for the **amount of each such individual's estimated share of the PAGA Payment as calculated by the Settlement Administrator.**

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

43. **Request for Exclusion.** A written statement submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must be in writing and should: (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 no later than the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound by all terms of the Settlement, if the Settlement is granted final approval by the Court. Any Class Member who validly 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

1 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service
2 is open. The Response Deadline may also be extended by express agreement between Class Counsel
3 and Defendant. Under no circumstances, however, will the Administrator have the authority to
4 extend the deadline for Class Members to submit a Request for Exclusion, objection or Workweek
5 Dispute to the settlement.

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

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

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

19 48. **Workweek**. Any Workweek during which a Class Member for Defendant as a non-
20 exempt employee in California for at least one day during the Class Period. The Settlement
21 Administrator will calculate **each Class Member's respective** number of Workweeks by calculating
22 the number of days each Class Member was employed during the applicable Class Period for at least
23 one day and dividing by seven (7), using the dates of employment identified for each Class Member
24 in the applicable Class Lists provided by Defendant. All Class Members will be entitled to payment
25 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.

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

e. The Parties attended mediation with private mediator Steven Rottman, who is well-known and well-respected in California as a knowledgeable and competent mediator for class action and PAGA cases, on May 1, 2023. Although the matter did not settle at the formal mediation, the Parties continued settlement communications with mediator Rottman and agreed to

1 Rottman's mediator's proposal for settlement of the Action on May 9, 2023. As a result of these
2 arm's-length mediations, the Parties were able to reach an agreement on settlement, the terms of
3 which are reflected herein.

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

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

17 52. **Defendant's Reasons for Settlement.** Defendant has concluded that further defense
18 **of the actions would be protracted and expensive. Substantial amounts of Defendant's time, energy,**
19 and resources have been, and unless this Settlement is completed, shall continue to be, devoted to
20 the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of
21 further litigation in reaching its decision to enter into this Settlement. Even though Defendant
22 contends it is not liable for any of the claims alleged by Plaintiff and denies any liability whatsoever,
23 Defendant, nonetheless, has agreed to settle in the manner and upon the terms set forth in this
24 Stipulation of Settlement and to fully and finally put to rest the claims alleged. Defendant has
25 asserted and continues to assert that the claims alleged by Plaintiff have no merit and do not give rise
26 to any liability, damages, restitution, penalties or other payments. This Stipulation of Settlement is a

1 compromise of disputed claims. Nothing contained in this Stipulation of Settlement, no documents
2 referred to herein, and no action taken to carry out this Stipulation of Settlement, shall be construed
3 or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted.
4 Defendant contends that it has complied with all applicable state, federal and local laws. In the event
5 this Settlement does not obtain final approval, Defendant retains all rights it has to defend itself in
6 this matter and to take any actions in defense of itself that are available to it.

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

15 **CLASS CERTIFICATION**

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

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

23 **TERMS OF SETTLEMENT**

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

26 56. **Binding Settlement.** This Settlement shall bind the Parties and all Participating
27

1 Class Members and PAGA Members, subject to the terms and conditions hereof and the Court's
2 approval.

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

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

24 59. **Preliminary Approval of Settlement.** The Parties agree to work diligently and
25 cooperatively to have this Settlement presented to the Court for preliminary approval. Plaintiff will
26 move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary
27

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

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

23 61. **PAGA Release by All Class Members.** All Class Members, including Plaintiff and
24 PAGA Members, shall be deemed to have released their respective PAGA Released Claims,
25 premised in whole or in part on any of the claims, facts, or allegations set forth in the PAGA Notice
26 and Complaint, against the Released Parties upon the date that Defendant has fully funded the Gross

1 Settlement Amount. It is understood that PAGA Members will not have the opportunity to opt out
2 of, or object to, the PAGA Released Claims. Further, the PAGA Members are bound by the PAGA
3 Released Claims regardless of whether they cash and/or otherwise negotiate their Individual PAGA
4 Payment.

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

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

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

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

3 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete
4 release and discharge of the Released Parties, Plaintiff expressly acknowledge this Stipulation of
5 Settlement is intended to include in its effect, without limitation, all claims Plaintiff does not know
6 **or suspect to exist in Plaintiff's** favor at the time of signing this Stipulation of Settlement, and that
7 this Stipulation of Settlement contemplates the extinguishment of any such claims. Plaintiff
8 warrants that he has read this Stipulation of Settlement, including this waiver of California Civil
9 Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with
10 **counsel of Plaintiff's** choosing about this Stipulation of Settlement and specifically about the
11 waiver of section 1542, and that Plaintiff understands this Stipulation of Settlement and the section
12 1542 waiver, and so Plaintiff freely and knowingly enters into this Stipulation of Settlement.
13 Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to
14 those Plaintiff now knows or believes to be true regarding the matters released or described in this
15 Stipulation of Settlement, and even so Plaintiff agrees that the releases and agreements contained in
16 this Stipulation of Settlement shall remain effective in all respects notwithstanding any later
17 discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any
18 mistake in connection with the true facts involved in the matters, disputes, or controversies released
19 or described in this Stipulation of Settlement or with regard to any facts now unknown to Plaintiff
20 **relating thereto. Plaintiff's** Released Claims exclude any release of any claims not permitted to be
21 released by law.

22 63. **Settlement Administration.**

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

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

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

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

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

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

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

23 v. Website and Toll-Free Number. The Administrator will post documents and
24 information of interest to Class Members on its website. The Administrator will also
25 maintain and monitor a toll-free telephone number to receive Class Member calls.
26

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

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

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

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

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

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

only to the objector, to a specific subset of the Class, or to the entire Class; and (8) whether the objector or his/her attorneys will attend the Final Approval Hearing.

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

65. **Challenges to Workweeks/PAGA Pay Periods.** Each Class Member shall have until the Response Deadline (plus an additional 10 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.

66. **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**

1 from the Settlement.”); (3) be addressed to the Settlement Administrator; (4) be signed by the Class
2 Member or his or her lawful representative; and (5) be postmarked by no later than the Response
3 Deadline.

4 a. Effect of Opt-Out. Any Class Member who returns a timely, valid, and executed Request
5 for Exclusion will not participate in or be bound by the portion of the Settlement that relates to the
6 Released Class Claims and subsequent judgment and will not receive an Individual Class Payment
7 or any benefit of this Settlement as it pertains to the Class Claims. If the Class Member who opts
8 out is also a PAGA Member, the Class Member will still receive an Individual PAGA Payment and
9 will still be bound by the Settlement as it pertains to the Released PAGA Claims, for which there is
10 no opt-out mechanism.

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

15 c. Confirmation of Authenticity. If there is a question about the authenticity of a signed
16 Request for Exclusion, the Settlement Administrator may request additional proof of the Class
17 Member’s identity.

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

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

67. **Disbursement of Settlement Shares and Payments.** Subject to the Court finally approving the Settlement, on or before the Disbursement Deadline, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The maximum amount Defendant can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claims against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

a. Funding the Settlement. The Gross Settlement Amount shall be paid by Defendant in one lump sum payment on or before the 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. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective Date does not occur, then no portion of the Gross Settlement Amount shall be paid.

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

1 i. Individual Class Payments: From the Net Settlement Amount, the Settlement
2 Administrator will calculate each Individual Class Payment by dividing the Net Settlement
3 Amount by the total number of Workweeks for the Class Members, resulting in the
4 Workweek Value, and then multiplying the Workweek Value by the number of Workweeks
5 worked by each individual Class Member. All Class Members will be entitled to payment
6 for at least one Workweek. Defendant will provide the total number of Workweeks for each
7 Class Member to the Settlement Administrator. The Settlement Administrator will calculate
8 the number of Workweeks worked by the Class Members during the Class Period and the
9 Individual Settlement Awards to eligible Class Members. All Workweek Disputes will be
10 resolved and decided by the Settlement Administrator and the Settlement Administrator's
11 decision on all Workweek Disputes will be final and non-appealable.

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

18 iii. **Each Participating Class Member's** Individual Class Payments and Individual
19 PAGA Payment shall be calculated solely by the Settlement Administrator using
20 **Defendant's Workweek data and Defendant's PAGA Pay Period data.** Defendant's
21 Workweek data and PAGA Pay Period data will be presumed to be correct, unless a
22 particular Class Member proves otherwise to the Claims Administrator by credible
23 evidence. All Workweek disputes and PAGA Pay Period Disputes will be resolved and
24 decided by the Claims Administrator and the Claims Administrator's decision on all
25 Workweek disputes and PAGA Pay Period disputes will be final and non-appealable.
26

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

8 v. Should any of the following occur, the Settlement Administrator will
9 proportionately increase the estimated Individual Class Payments of each Participating
10 Class Member to ensure that the entire Net Settlement Amount is distributed to
11 Participating Class Members: (i) any Class Members submit timely and valid, or otherwise
12 accepted, Requests for Exclusion following the provision of Settlement Notices and
13 expiration of the Response Deadline; (ii) the Court approves the Class Representative
14 Enhancement Payments in amounts less than those requested by Plaintiffs, as detailed
15 herein; (iii) the Court approves an Attorney Fee Award in an amount less than that
16 requested by Plaintiffs, as detailed herein; and/or (iv) the Court approves Settlement
17 Administration Costs in an amount less than that requested by Plaintiffs, as detailed herein.

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

23 vii. Individual Class Payments shall be allocated as follows: twenty percent (20%)
24 as alleged unpaid wages subject to all applicable tax withholdings; forty percent (40%) as
25 alleged unpaid interest; and forty percent (40%) as alleged unpaid penalties. Individual
26 PAGA Payments will be allocated 100% as penalties. The Settlement Administrator shall

1 issue an IRS Form W-2 to each Participating Class Member for the portion of each
2 Individual Class Payment payment allocated as alleged unpaid wages and subject to all
3 applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to
4 each Class Member for the portion of each Individual Class Payment and for the Individual
5 PAGA Payment allocated as alleged unpaid non-wage penalties and interest and not subject
6 to payroll tax withholdings. The Settlement Administrator shall calculate the amount of the
7 **Employer's Share of Payroll Taxes and shall remit and report the applicable portions** of the
8 payroll tax payment to the appropriate taxing authorities in a timely manner. Defendant will
9 be responsible for paying its share of the Payroll Taxes and this amount will not be
10 deducted from the Gross or Net Settlement Amount.

11 viii. Participating Class Members and PAGA Members must cash or deposit their
12 Individual Class Payment and/or Individual PAGA Payment checks within one hundred and
13 eighty (180) calendar days after the checks are mailed to them. If any checks remained
14 uncashed or not deposited by the expiration of the 180-day period, the Settlement
15 Administrator will cancel the checks. All funds associated with the uncashed checks shall
16 be transmitted by the Administrator **to the California State Controller's Office, Unclaimed**
17 **Property Division**, in the name of the Class Member or PAGA Member who failed to cash
18 their check.

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

22 x. All monies received by Class Members under the Settlement which are
23 attributable to wages shall constitute income to such Class Members solely in the year in
24 which such monies actually are received by the Class Members. It is expressly understood
25 and agreed that the receipt of Individual Class Payments shall not entitle any Class Member
26 to additional compensation or benefits under any collective bargaining agreement or under
27

any bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that the Individual Class Payments and Individual PAGA Payments provided for in this Stipulation of Settlement are the sole payments to be made by Defendant to Class Members and PAGA Members in connection with this Settlement, with the exception of Plaintiff, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Class Payments and/or and Individual PAGA Payments. Furthermore, the receipt of Individual Class Payments and Individual PAGA Payments by Class Members shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Class Member(s) and Defendant or between and among the Class Member(s) and any of the Released Parties.

c. Class Representative Enhancement Payment. For the purposes of this Settlement only, 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

1 shall become part of the Net Settlement Amount and shall be distributed to Participating Class
2 Members as part of their Individual Class Payments.

3 d. Attorney Fee Award. Class Counsel shall be entitled to request attorneys' fees in an
4 amount not to exceed one-third (33%) of the Gross Settlement Amount. In addition, Class Counsel
5 shall also be entitled to request an award of costs associated with Class Counsel's prosecution of
6 the Action not to exceed Twenty One Thousand Dollars (\$21,000.00). Class Counsel's request for
7 such attorneys' fees and costs shall be subject to approval from the Court. Defendant agrees not to
8 oppose or object to Class Counsel's request for attorneys' fees or to Counsel's request for
9 attorneys' costs. In the event the Court awards Class Counsel less than the Attorneys' Fees or
10 Attorneys' costs requested herein, the difference shall become part of the Net Settlement Amount
11 and shall be distributed to Participating Class Members as part of their Individual Class Payments.
12 Notwithstanding the foregoing, Class Counsel expressly reserves and does not waive any appellate
13 rights with respect to such an order. Class Counsel shall be solely and legally responsible to pay
14 all applicable taxes on the Attorney Fee Award. Class Counsel shall provide the Settlement
15 Administrator with properly completed and signed copies of IRS Form W-9 in order for the
16 Settlement Administrator to process the Attorney Fee Award approved by the Court. The
17 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorney Fee
18 Award.

19 68. **Settlement Administration Costs.** The Settlement Administration fees and
20 expenses, which are estimated not to exceed Thirteen Thousand Dollars (\$13,000), shall be paid from
21 the Gross Settlement Amount. Prior to Plaintiffs filing a Motion for Final Approval of the
22 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the
23 Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement
24 Administration process and to make all reasonable efforts to control and minimize Settlement
25 Administration Costs.

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

4 b. The Settlement Administrator shall keep the Parties timely apprised of the performance
5 of all Settlement Administrator responsibilities required by the Settlement. The Settlement
6 Administrator shall be authorized to establish a QSF pursuant to IRS rules and regulations in which
7 the Gross Settlement Amount shall be placed and from which payments required by the Settlement
8 shall be made.

9 69. **Payroll Taxes.** In accordance with this Settlement and to the fullest extent possible,
10 the Gross Settlement Amount shall resolve, satisfy and completely extinguish all of Defendant's
11 liability with respect to the Class Members and PAGA Members, except that the Defendant shall
12 solely be responsible for the employer portion of the payroll taxes on the portion of the Individual
13 Class Payments that constitutes wages and these taxes shall be paid by the Defendant in addition to
14 the Gross Settlement Amount. Upon the transfer of the Gross Settlement Amount and the employer
15 portion of payroll taxes on the portion of the Individual Class Payments that constitutes wages,
16 Defendant shall have no further payment or defense obligation whatsoever with respect to any claims
17 covered by this Settlement made or asserted by any person or entity anywhere in the world in
18 connection with the Class Members.

19 70. **Final Settlement Approval Hearing and Entry of Final Approval Order and**
20 **Judgment.** Following the expiration of the Response Deadline, a Final Approval Hearing shall be
21 conducted by the Court to determine whether to grant final approval of the Settlement, including
22 determining the amounts payable for: (i) the Attorney Fee Award; and (ii) the Class Representative
23 Enhancement Payment. Prior to the Final Approval Hearing, the Settlement Administrator shall
24 provide a written report or declaration to the Parties describing the process and results of the
25 administration of the Settlement to date, which report or declaration shall be filed by Plaintiff with
26

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.

71. **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.

72. **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;

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

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

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

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

21 74. **Nullification of Settlement.** In the event: (i) the Court does not enter the Preliminary
22 Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does
23 not enter the Final Approval Order and Judgment; or (iv) the Settlement does not become final for
24 any other reason, this Stipulation of Settlement shall be rendered null and void, any order or judgment
25 entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and
26 this Stipulation of Settlement and any documents related to it shall not be used by any Class Member

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

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

20 76. **Waiver of Certain Appeals.** The Parties agree to waive appeals and to stipulate to
21 class certification for purposes of this Settlement only; and either party may appeal any court order
22 **that materially alters the Settlement Agreement's terms. Nothing in this Settlement Agreement shall**
23 **preclude Plaintiff from appealing from a court order denying or failing to grant in full his requests**
24 **for attorneys' fees, costs, or enhancement payments.**

25 77. **No Admission by Defendant.** Defendant denies all claims alleged in this Action and
26 denies all wrongdoing whatsoever by Defendant. Neither this Stipulation of Settlement, nor any of

1 its terms and conditions, nor any of the negotiations connected with it, is a concession or admission,
2 and none shall be used against Defendant as an admission or indication with respect to any claim of
3 any fault, concession, or omission by Defendant or that class certification is proper under the standard
4 applied to contested certification motions. The Parties stipulate and agree to the certification of the
5 proposed class for settlement purposes only. The Parties further agree that this Stipulation of
6 Settlement will not be admissible in this or any other proceeding as evidence that either (i) a class
7 action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other than
8 according to the terms of this Stipulation of Settlement.

9 78. **Publicity.** Class Representative and Class Counsel will not make any public
10 disclosures of any kind regarding the Settlement, this Stipulation of Settlement, including but not
11 **limited to postings on Class Counsel's websites and postings on any social media sites/outlets, until**
12 after the Motion for Preliminary Approval is filed. Class Counsel will take all steps necessary to
13 ensure the Class Representative is aware of, and will encourage them to adhere to, the restriction
14 against any public disclosures regarding the Settlement and this Stipulation of Settlement until after
15 the Motion for Preliminary Approval is filed. Further, Class Counsel will not include, reference or
16 use the Settlement for any marketing or promotional purposes, or for attempting to influence business
17 relationships at **Maddox Resources, Inc. or Mountain Mike's Pizza**, either before or after the Motion
18 for Preliminary Approval is filed, or disclose, disseminate and/or publicize, or cause or permit
19 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
20 indirectly, specifically or generally, to any person, corporation, association, government agency, or
21 other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be
22 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
23 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
24 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
25 agency.

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

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

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

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

21 83. **Entire Agreement.** This Stipulation of Settlement and any attached Exhibits
22 constitute the entire agreement between the Parties, and no oral or written representations, warranties,
23 or inducements have been made to Plaintiff or Defendant concerning this Stipulation of Settlement
24 or its Exhibits other than the representations, warranties, and covenants contained and memorialized
25 in this Stipulation of Settlement and its Exhibits. No other prior or contemporaneous written or oral
26 agreements may be deemed binding on the Parties.

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

17 85. **Binding on Successors and Assigns.** This Stipulation of Settlement shall be binding
18 upon, and inure to the benefit of, the successors and assigns of the Parties.

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

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

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

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

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

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

23 92. **Binding Nature of Notice of Class Action Settlement.** It is agreed that, because the
24 Class Members and PAGA Members are so numerous, it is impossible or impractical to have each
25 Class Member and PAGA Member execute the Stipulation of Settlement. The Class Notice shall
26 advise all Class Members and PAGA Members of the binding nature of the Settlement, and the
27

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.

93. **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.

94. **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:

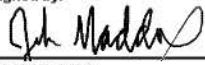
DATED: Mar 24, 2024

PLAINTIFF

By: 
Brian Sim (Mar 24, 2024 17:40 PDT)
 Brian Sim

DATED: 3/25/2024

DEFENDANT MADDOX RESOURCES

By: 
John Maddox
 Chief Executive Officer, Defendant Maddox Resources

1 *Approved as to Form:*

2 DATED: 03/25/2024

MATERN LAW GROUP, PC

3
4 By: 

Matthew J. Matern

Launa Adolph

Attorneys for Plaintiff Brian Sim, individually, and on
behalf of others similarly situated

8
9 DATED: 03/26/2024

OGLETREE DEAKINS

10 By: 

Lyne A. Richardson

Brittney L. Turner

Attorneys for Defendant Maddox Resources, Inc.

SERVICE LIST

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Attorneys for Plaintiff BRIAN SIM
individually, and on behalf of others similarly
situated

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT
Sim v. Maddox Resources, Inc. (Case No. 22STCV20798)

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Maddox Resources, Inc. (“Defendant”) for claims for unpaid wages, meal and rest period violations, business expense reimbursements, and related claims under the California Labor Code. The Action was filed by Brian Sim, a former employee of Defendant (“Plaintiff”). The Action seeks payment of (1) back wages and other relief for a class of hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (June 27, 2018 through May 9, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly-paid employees who worked for Defendant during the PAGA Period (April 23, 2021 to May 9, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) These payments are calculated based on the length of time Class Members were employed by Defendant during the Class and PAGA Periods. Presently, the estimated Individual Class Payments to potential Class Members ranges from \$ [REDACTED] to \$ [REDACTED], and the range of Individual PAGA Payments to Aggrieved Employees ranges from \$ [REDACTED] to \$ [REDACTED].

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

At this time, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. The Court has not yet decided whether to grant final approval of the proposed Settlement. The Court will make a final determination whether the Settlement is fair, adequate and reasonable at the Final Approval Hearing on **[Final Approval Hearing Date]**. Your legal rights are affected regardless of whether you act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”).

The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment and may not object to the settlement. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [Insert Response Deadline]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by completing the Exclusion Form included with this Notice and returning it to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot request to be excluded from the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [Insert Response Deadline]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. You will still receive payment from the Settlement even if you object to the Settlement. See Section 7 of this Notice of this Notice.
You Can Participate in the [Insert Hearing Date] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [Insert Hearing Date]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [Insert Response Deadline]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [Insert Response Deadline]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, failing to maintain required records, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code sections 2698 – 2699.5) (“PAGA”). Plaintiff is represented by attorneys in the Action: Matern Law Group, PC (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant engaged in a mediation and negotiated to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming

process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval. The Court will make a final determination as to whether the Settlement is fair, reasonable, and adequate and the Final Approval hearing.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$500,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to Aggrieved Employee and the California Labor and Workforce Development Agency (“LWDA”) under the Private Attorneys’ General Act. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement within ninety (90) calendar days of the Court’s order granting Final Approval or by November 2, 2024, whichever occurs later.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$166,666.66 (one-third of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$21,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to Plaintiff Brian Sim as a Class Representative Service Payment, for his role in filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payments and any Individual PAGA Payment.
 - C. \$13,000 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000.00 for PAGA Penalties, allocated 75% (or \$15,000) to the

LWDA PAGA Payment and 25% (or \$5,000) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to claims for interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[Insert Response Deadline]** (“Response Deadline”), that you wish to opt-out. The easiest way to notify the Administrator is to complete, sign, date and return the “Request to be Excluded From Class Action Settlement” Form included with this Notice to the Administrator by the Response Deadline. **Section 9 of this Notice has the Administrator’s contact information.**

Excluded Class Members (i.e., Non-Participating Class Members) will not receive

Individual Class Payments, but will preserve their rights to personally pursue claims for unpaid wages against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Xpand Legal Consulting (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members who are not Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendant, Mountain Mike’s Pizza, LLC, Mountain Mike’s Pizza, and each of their present and former officers, directors, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, agents and employees (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 includes 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 regarding alleged violations of the following: California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 351, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 through 2699.5, 2802, and 2810.5; California Business and Professions Code, section 17200 et seq., and California Industrial Wage Commission Order No. 5-2001, sections 3, 4, 7, 11, 12, and 20.

10. Judgment Binding as to Aggrieved Employees. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), Aggrieved Employees will be deemed to be bound by the judgment, irrespective of whether or not they opted out of the settlement of the Class Claims.

All Participating Class Members who are Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release the Released Parties from 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 includes any and all claims arising under PAGA, whether known or unknown, that were alleged or that reasonably could have been alleged based on the factual allegations contained in the Complaint on file with the Court regarding alleged violations of the following: California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 351, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 through 2699.5, 2802, and 2810.5; California Business and Professions Code,

section 17200 et seq., and California Industrial Wage Commission Order No. 5-2001, sections 3, 4, 7, 11, 12, and 20. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), Class Members employed by Defendant at any time during the PAGA Period and who exclude themselves from this Settlement shall still receive an Individual PAGA Payment directly from the Settlement Administrator for the amount of each such individual's estimated share of the PAGA Payment as calculated by the Settlement Administrator.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **[Insert Response Deadline]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I EXCLUDE MYSELF FROM THE CLASS SETTLEMENT?

Submit a written and signed letter stating that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Please make sure that your written request for exclusion contains all of the following information: (1) your name, address, telephone number, and social security number or employee identification number; (2) a statement indicating that you want to be excluded from 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) your signature or the signature of your legal representative. **You must mail your request to be excluded to the settlement administrator, postmarked by [Insert Response Deadline], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.**

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. You may obtain copies of the proposed Agreement on the Settlement free of charge from Administrator's website at (insert URL).

A Participating Class Member who disagrees with any aspect of the Agreement may wish to object to the Settlement. You may object to the Settlement by mailing a written objection to the Administrator. **The deadline for sending written objections to the Administrator is [Insert Response Deadline].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as the *Sim v. Maddox Resources, Inc. et al.* case with case number 22STCV20798 and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. **Section 9 of this Notice has the Administrator's contact information.**

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [Final Approval Date] at [time]

in Department 14 the Los Angeles Superior Court, located at 312 N. Spring St., Los Angeles, CA 90012. At the Hearing, the judge will make a final determination as to whether the settlement is fair, reasonable, and adequate, and decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ([insert URL](#)) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Xpand Legal Consulting's website at ([insert URL](#)). You can call or email Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/> and entering the Case Number for the Action, Case No. 22STCV20798. You can also personally review court documents in the Clerk's Office at the Los Angeles Superior Court, located at 312 N. Spring St., Los Angeles, CA 90012. The Settlement was attached as Exhibit 2 to the "Declaration of Julia Z. Wells In Support of Motion for Preliminary Approval of Class Action Settlement", which was filed with the Court on [[insert filing date](#)].

Class Counsel:

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Settlement Administrator:

Xpand Legal Consulting

[Mailing Address:](#)

[Email Address:](#)

[Telephone:](#)

[Fax Number:](#)

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as

long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund (<https://ucpi.sco.ca.gov/en/Property/SearchIndex>) for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.