

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jeffrey Young (“Plaintiff”) and defendant Refined Technologies, Inc. (“RTI”). The Agreement refers to Plaintiff and RTI collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against RTI captioned *Jeffrey Young, individually, and on behalf of all aggrieved employees pursuant to the Private Attorneys General Act v. Refined Technologies, Inc.* initiated on September 6, 2022, and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means ILYM GROUP, INC., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means persons employed by RTI who performed some work on behalf of RTI in California between August 1, 2021, to February 28, 2025, and whose names are listed on **Exhibit A** hereto.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in RTI’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Orange.
- 1.8. “Defense Counsel” means McDowell Hetherington LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- 1.10. “Gross Settlement Amount” means Eight Hundred Ninety-Five Thousand Dollars (\$895,000.00) which is the total amount RTI agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service

Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court on its Order Approving the PAGA Settlement.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Award, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Call & Jensen APC, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee (a) worked for RTI in California for at least one day during the PAGA Period or (b) was primarily domiciled in California.
- 1.19. "PAGA Period" means the period from August 1, 2021, to February 28, 2025.
- 1.20. "PAGA Representative Service Award" means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.
- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. "PAGA Notice" means collectively Plaintiff's August 1, 2022 letter to RTI and the LWDA (Original PAGA Notice) and Plaintiff's April 6, 2023 letter to RTI and the LWDA (Second PAGA Notice) providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$124,770.28) and the 75% to LWDA (\$374,310.84) in settlement of PAGA claims.

- 1.24. "Plaintiff" means Jeffrey Young, the named plaintiff in the Action.
- 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. "Released Parties" means: RTI and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns.
- 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. "RTI" means named Defendant Refined Technologies, Inc.

2. RECITALS.

- 2.1. Following commencement of this Action, Plaintiff filed a Third Amended Complaint March 8, 2024, alleging a cause of against RTI for Civil Penalties (Private Attorneys General Act of 2004; Labor Code sections 2698 *et seq.*) (hereinafter, the "Operative Complaint."). RTI denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to RTI and the LWDA by sending the PAGA Notice.
- 2.3. On February 28, 2025, the Parties participated in an all-day mediation presided over by mediator Julie Arias Young, which led to this Agreement to settle the Action.
- 2.4. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, RTI promises to pay Eight Hundred Ninety-Five Thousand Dollars (\$895,000.00) and no more as the Gross Settlement Amount. RTI has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to RTI.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Judgment:
 - 3.2.1. To PAGA Representative Plaintiff: PAGA Representative Service Award to Plaintiff of not more than Ten Thousand Dollars (\$10,000.00) (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved

Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Award that does not exceed this amount. If the Court approves a PAGA Representative Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Award.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be \$313,250.00 and PAGA Counsel Litigation Expenses Payment of not more than \$69,069.88. RTI will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds RTI harmless, and indemnifies RTI, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$3,600 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$3,600, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$499,081.12 to be paid from the Gross Settlement Amount, with 75% (\$374,310.84) allocated to the LWDA PAGA Payment and 25% (\$124,770.28) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$124,770.28) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, RTI estimates there are **115** Aggrieved Employees who worked a total of **2,199** PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 14 days of the Judgment, RTI will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. RTI has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which RTI must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. RTI shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after RTI funds the Gross Settlement Amount, the Administrator will mail checks for all PAGA Representative Service Award, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the

Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate RTI to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

5.1. Effective on the date when RTI fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.2. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits (not including claims related to RTI's Fatigue Management Policy), unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.3. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.4. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, 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 Operative Complaint and the PAGA Notice.
- 5.5. Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.
6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement (“Motion for Approval of Settlement”).
 - 6.1. Defense Counsel’s Declaration in Support of Approval. Within 14 days of the execution of this Agreement, Defense Counsel will prepare and deliver to PAGA Counsel a signed declaration from RTI and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and RTI shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement.
 - 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft of the notice and memorandum in support of the Motion for Approval of the PAGA Settlement and request for approval of Settlement under Labor Code Section 2699; (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iv) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In its signed declaration, PAGA Counsel shall aver that PAGA Counsel and Plaintiff are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement.
 - 6.3. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or Motion for Approval of this Settlement no later than 45 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the Motion for Approval of Settlement and appearing in Court to advocate in favor of the Motion for Approval of Settlement. PAGA

Counsel is responsible for delivering the Court's Approval of Settlement to the Administrator.

- 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM GROUP, INC. to serve as the Administrator and verified that, as a condition of appointment, ILYM GROUP, INC. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on its records, RTI estimates that, as of the date of this Settlement Agreement, (1) there are 115 Aggrieved Employees who worked 2,199 Pay Periods during the PAGA Period. If the total number of Pay Periods exceeds the above figure by greater than 10% (exceeds 2,419), then the Gross Settlement Amount shall increase by the percentage increase in the number of Pay Periods.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, pursuant to California Code of Civil Procedure Section 664.6, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by RTI that any of the allegations in the Operative Complaint have merit or that RTI has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that RTI's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, RTI reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest RTI's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2. Confidentiality Prior to Motion for Approval of Settlement. Plaintiff, PAGA Counsel, RTI and Defense Counsel separately agree that, until the Motion for Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Settlement or this Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, PAGA Counsel, RTI and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Approval of Settlement, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.
- 10.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 10.4. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and RTI, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.7. No Tax Advice. Neither Plaintiff, PAGA Counsel, RTI nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.13. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by RTI in connection with the mediation, other settlement

negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from RTI unless, prior to the Administrator's payment of all Settlement Funds, RTI makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 10.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.15. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.16. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

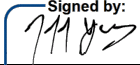
Plaintiff Jeffrey Young:
c/o Call & Jensen
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660

Defendant RTI:
c/o McDowell Hetherington LLP
1999 Harrison Street, Suite 2050
Oakland, CA 94612

- 10.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that 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.

[SIGNATURE PAGE TO FOLLOW]

Dated: 3/11/2025

Signed by:

By: _____
Jeffrey Young, Plaintiff

Dated:

Refined Technologies, Inc.

By: _____

Its: _____

Dated: March 10, 2025

CALL & JENSEN
A Professional Corporation
John T. Egley
Chris C. Scheithauer
Travis A. Beck

By: _____
Chris C. Scheithauer

Attorneys for Plaintiff Jeffrey Young

Dated: March 10, 2025

McDOWELL HETHERINGTON LLP
John T. Burnite
Jodi Swick
Daniella McDonough
Kevin Leddy
Andrew J. Brien
David T. McDowell
William X. King

By: _____
Jodi Swick

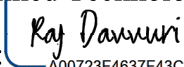
Attorneys for Defendant Refined Technologies, Inc.

Dated:

By: _____
Jeffrey Young, Plaintiff

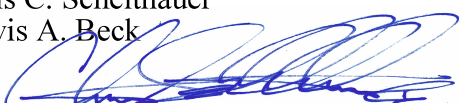
Dated: 3/11/2025

Refined Technologies, Inc.

By:  _____
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Deputy General Counsel
Its: _____

Dated: March 10, 2025

CALL & JENSEN
A Professional Corporation
John T. Egley
Chris C. Scheithauer
Travis A. Beck

By:  _____
Chris C. Scheithauer

Attorneys for Plaintiff Jeffrey Young

Dated: March 10, 2025

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David T. McDowell
William X. King

By:  _____
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Jodi Swick

Attorneys for Defendant Refined Technologies, Inc.

EXHIBIT A
Identified Aggrieved Employees

1. John Van Dalen
2. William Drennan
3. Mark Kincaid
4. Tom McCarver
5. Hector Guerrero
6. Derek Brown
7. Michael Musgrove
8. Donald Rhodes
9. Richard Jordan
10. Michael Dugas
11. James Esteban
12. Kenneth Giesecke
13. Kyle Knight
14. Dalton Perry
15. Justin Shelton
16. Timothy Colmerauer
17. Chester Taylor III
18. Igor Marchuck
19. Andrew Vandermeey
20. Efendi Mares
21. Jason Singleton
22. Mark Milligan
23. Casey Smith
24. Jose Dearana
25. Douglas Short
26. Breanna Busker
27. Brett Steib
28. Justin Benham
29. Thomas Moreland
30. David Jenkins
31. Matthew Eddards
32. George Rendon
33. Timothy Johnson
34. Joshua Reichenbach
35. Thomas Emerson
36. Knoalan Thompson
37. Sara Pitcock
38. John Byerley
39. Andrew Simpson
40. Roger Genandt
41. Austin Vance
42. Jonathan Monk
43. Cody Pink
44. Mark Gentry

45. James Littleton
46. Daniel Dawson
47. Ryan Spriggs
48. Marcus Tan
49. Brandon French
50. Daniel Riccabona
51. Ryan Miller
52. James Beard
53. Jeff Young
54. Glenn Detrick
55. Jerrod Overholt
56. Jamie Ouellette
57. Phillip Norton
58. Jordon Alcaraz
59. Jason Kopf
60. Justin Heimiller
61. John Salas
62. David Guzman
63. Mark Barnhart
64. Tim Whitney
65. Thang Van Nguyen
66. Neriah Treff
67. Cedric Briggs
68. Chance Seals
69. Jared Veatch
70. Deke Wise
71. John Anwanwan
72. Phu Nguyen
73. Bob O'Brien
74. Tim O'Brien
75. Gene Percy
76. Nick Rowen
77. Scott Schmid
78. Otis Slay
79. Brendan Fore
80. Tom Forester
81. Jason Fox
82. Josh Franks
83. Tim Gauna
84. Jake Halbrook
85. Asa Humble
86. Nick Jessen
87. Ryan Lamagra
88. Tanner Larsen
89. Peyton Lejeune
90. Katie Marshall
91. Curtis Maytubby

92. Charlie Haaker
93. Jonny Martinez
94. Richard Plummer
95. Matt Rivera
96. Makani Konopka
97. Derick White
98. Ryan Rouh
99. Jordan Beld
100. Tom Benson
101. Afiq bin Rosland
102. Michael Blanco
103. Brian Blaskovich
104. Bryan Boles
105. James Bordelon
106. Fabian Bosler
107. Lucas Braud
108. Brandon Bryan
109. Peyton Duryea
110. Erin Moya
111. Andy Tallmadge
112. Heriberto Fernandez
113. Tim Gonzales
114. Jason Gunter
115. David Rhoades