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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONTEREY

DANIEL ROSAS MOLINA, on behalf of himself and all similarly situated employees,

Plaintiff,

v.

DHT INCORPORATED; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23CV002406

JOINT STIPULATION AND SETTLEMENT AGREEMENT FOR CLASS ACTION AND PAGA CLAIMS

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This Joint Stipulation and Settlement Agreement for Class Action and PAGA Claims (the "Agreement") is made and entered into by and between Plaintiff Daniel Molina (the "Plaintiff" or "Class Representative"), individually and on behalf of all others similarly situated, and Defendant DHT INCORPORATED ("Defendant"). Plaintiff and Defendant shall collectively be referred to as the "Parties" and individually referred to as a "Party."

The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed legal and factual issues and that nothing in this Agreement is an admission of liability or wrongdoing by Defendant.

DEFINITIONS

1. **"Action"** means the case captioned *Daniel Rosas Molina, et al. v. DHT Incorporated, et al.*, Superior Court of California, County of Monterey, Case No. 23CV002406.

2. **"Agreement," "Settlement," "Stipulation,"** or **"Stipulation of Settlement"** means this Joint Stipulation of Class Action and PAGA Settlement.

3. **"Class"** or "**Class Member(s)"** means all non-exempt, hourly employees who worked for Defendant in the State of California at any time from July 26, 2019, through June 30, 2026.

4. **"Class Counsel"** means B. James Fitzpatrick and Sean S. Kaneshiro of Fitzpatrick & Swanston.

5. **"Class Counsel's Award"** means the attorneys' fees and reimbursement of litigation costs and expenses awarded by the Court to Class Counsel to fully satisfy any and all claims for attorneys' fees and costs incurred by Plaintiff to litigate and settle the Action, as fully set forth below in Paragraph 61(b) of this Agreement.

6. **"Class Information"** means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. Class Information shall be provided to the Settlement Administrator in a Microsoft Excel spreadsheet and shall include each Class Member's full name; Social Security Number; last known mailing address; dates of employment during the Class Period; and the total number of Class Workweeks and PAGA Pay Periods.

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7. **"Class Notice"** or **"Notice"** means the Notice of Class Action and PAGA Settlement, substantially in the form attached hereto as Exhibit A, and as approved by the Court. The Settlement Administrator will provide the Class Notice to each Class Member in English and Spanish.

8. **"Class Period"** means the time period beginning on July 26, 2019, and ending on June 30, 2026.

9. **"Class Representative"** or **"Plaintiff"** means Plaintiff Daniel Rosas Molina.

10. **"Class Workweek(s)"** or **"Workweek(s)"** means the number of weeks during which a Class Member worked for Defendant during the Class Period.

11. **"Court"** means the Superior Court of the State of California for the County of Monterey.

12. **"Court's Final Order and Judgment"** means the Final Order Approving Class Action Settlement and Judgment in a form to be agreed upon by the Parties and approved by the Court.

13. **"Defendant"** means DHT Incorporated.

14. **"Defense Counsel"** means Kenneth H. Moreno and Clarence E. Ellington III of Murchison & Cumming, LLP.

15. **"Effective Date"** means the date on which the Court's Final Approval Order and Judgment becomes final. The Court's Final Order and Judgment is final as of the latest occurrence of the following: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

16. **"Final Approval Hearing"** means the hearing at or after which the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate, and therefore is finally approved by the Court.

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17. **"Gross Settlement Amount"** means One Hundred Thirty-Five Thousand Dollars and Zero Cents (**$135,000.00**) which, subject to Court approval, is the maximum amount that Defendant is obligated to pay under this Settlement to resolve and settle this Action, excluding Defendant's share of payroll taxes, subject to increase under the Escalator Clause in Paragraph 57 of this Agreement.

18. **"Individual Settlement Share"** means the amount payable from the Net Settlement Amount to each Settlement Class Member.

19. **"LWDA"** means the California Labor and Workforce Development Agency.

20. **"Net Settlement Amount"** means the Gross Settlement Amount less the payment of the Class Counsel Award's, Plaintiff's Service Award, the PAGA Payment, and the Settlement Administrator Expenses.

21. **"Objection"** means a letter or written communication submitted to the Settlement Administrator that contains a clear statement by a Class Member of objection to any of the terms of the Settlement pursuant to Paragraph 75 of this Agreement.

22. **"Operative Complaint"** shall mean the First Amended Class Action and Representative Action Complaint for (1) Failure to Provide Meal Periods or Compensation in Lieu Thereof (Cal. Lab. Code §§ 226.7 and 1198; and the Wage Order); (2) Failure to Provide Rest Periods or Compensation in Lieu Thereof (Cal. Lab. Code §§ 226.7 and 1198; and the Wage Order); (3) Failure to Pay Hourly and Overtime Wages (Cal. Lab. Code §§ 1194 and 1198; and the Wage Order); (4) Failure to Comply with Itemized Employee Wage Statement Requirements (Cal. Lab. Code §§ 226, 1174, and 1175; and the Wage Order); (5) Failure to Pay All Wages Upon Termination (Cal. Lab. Code §§ 201, 202 and 203; and the Wage Order); (6) Violation of Labor Code § 2802; (7) California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200 *et seq.* and Common Law).

23. **"PAGA"** means the California Labor Code Private Attorneys General Act, Labor Code section 2698, *et seq.*

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24. **"PAGA Employee(s)"** or **"PAGA Member(s)"** means all non-exempt, hourly employees who worked for Defendant in the State of California at any time from November 18, 2021, through June 30, 2026.

25. **"PAGA Employee Payment(s)"** means the amount payable from the PAGA Payment to each PAGA Member.

26. **"PAGA Pay Period(s)"** means the number of pay periods worked by a PAGA Employee during the PAGA Period.

27. **"PAGA Payment(s)"** means, subject to Court approval, the payment of Five Thousand Dollars and Zero Cents ($5,000.00) as consideration for the PAGA Release. The PAGA Payment will be allocated exclusively as penalties under Labor Code section 2699, of which seventy-five percent (75%), or Three Thousand Seven Hundred Fifty Dollars and Zero Cents ($3,750.00) will be paid to the LWDA and twenty-five percent (25%), or One Thousand Two Hundred Fifty Dollars and Zero Cents ($1,250.00) will be distributed to the PAGA Members. The PAGA Payment shall be payable from the Gross Settlement Amount.

28. **"PAGA Period"** means the time period beginning November 18, 2021, and ending June 30, 2026.

29. **"Parties"** shall refer to the Plaintiff and Defendant, each of whom is a "Party."

30. **"Released Claims by Plaintiff"** is fully set forth in Paragraph 79 of this Agreement.

31. **"Released Class Claims"** means the full and final release and discharge of the Released Parties from any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, during the Class Period, known or unknown, suspected or unsuspected, that each Settlement Class Member had, now has, or may hereafter claim to have during the Class Period against Defendant and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in the Operative Complaint, regardless of whether such claims arise under federal, state and/or local law, statute,

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ordinance, regulation, common law, or other source of law. The Released Class Claims are fully set forth below in Paragraph 77.

32. **"Released PAGA Claims"** means the release and discharge of the Released Parties from any claims for civil penalties under PAGA, that arise or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiff's PAGA Notice submitted to the LWDA or contained in the Operative Complaint, including claims premised on alleged violations of Labor Code §§ 201, 201.3, 202, 203, 204, 218.5, 218.6, 223, 225.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800, 2802, and the applicable California Industrial Welfare Commission Wage Orders. The Released PAGA Claims are fully set forth below in Paragraph 78.

33. **"Released Parties"** collectively means: (i) Defendant; (ii) Defendant's respective past, present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and assigns; and (iii) the past, present and future shareholders, managers, officers, partners, members, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

34. **"Request for Exclusion"** means a letter or written communication submitted to the Settlement Administrator that contains a clear statement by a Class Member of their election to be excluded from the Settlement pursuant to Paragraph 74 of this Agreement.

35. **"Service Award"** means Five Thousand Dollars and Zero Cents ($5,000.00) which, subject to Court approval, will be paid to the Class Representative in addition to his Individual Settlement Share and PAGA Employee Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action, and providing general releases of all claims, as set forth in this Agreement. Any portion of the Service Award not approved by the Court shall be added to the Net Settlement Amount.

36. **"Settlement Administrator"** means Apex Class Action.

37. **"Settlement Administrator Expenses"** means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this

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Settlement, fully set forth below in Paragraph 61(d) of this Agreement. Any portion of the Settlement Administrator Expenses not approved by the Court shall be added to the Net Settlement Amount.

38. **"Settlement Class Member(s)"** or **"Participating Class Member(s)"** means all Class Members who do not opt out of this Settlement.

RECITALS

39. **Procedural History**. On January 24, 2024, Plaintiff filed the Operative Complaint with the Court on behalf of himself, the Class, and the State of California, alleging wage and hour violations against Defendant. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Operative Complaint and filed an answer in response thereto on April 24, 2025.

40. **Investigation and Discovery**. The Parties engaged in significant investigation of the facts and law of this Action before this Settlement was reached. Such discovery and investigation included, inter alia, the exchange of information and extensive documentation pertaining to the claims of Plaintiff and the Class.

41. **Mediation**. On June 17, 2026, the Parties participated in private mediation with mediator Hon. Paul Burdick, Ret. to resolve the Action. After a full day of mediation, the Parties were able to reach an agreement and executed a Memorandum of Understanding memorializing the principal terms of the Settlement. The Parties now enter this more detailed, formalized settlement agreement to submit to the Court for preliminary and final approval.

42. **Benefits of Settlement to Class Members**. Class Counsel has conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents and data produced by Defendant, and has diligently pursued an investigation of the claims of the members of the Class against Defendant. Based on their own independent investigation and evaluation, Plaintiff and Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risks of significant delay, the risk of non-certification, and the defenses asserted by Defendant.

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43. **Defendant's Reasons for Settlement**. Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant continues to contend that it is not liable for any of the claims alleged by Plaintiff in this Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement Agreement to put to rest the claims in this Action.

44. **Parties' Intent to Settle and Release Claims.** It is the Parties' desire and intention to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the allegations of this Action, and that this Stipulation of Settlement shall constitute a full and complete settlement and release of the Released Class Claims and Released PAGA Claims, subject to the terms and conditions herein.

45. **Cooperation.** The Parties agree to cooperate and take all steps necessary and appropriate to consummate this Settlement.

STIPULATION AND CLASS CERTIFICATION

46. **Agreement to Settlement Terms**. In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, to the terms herein.

47. **Settlement and Compromise of Claims**. It is agreed by and between Plaintiff and Defendant that, subject to the Court's approval, the Action and any claims, demands, liabilities, penalties, damages, or causes of action against Defendant claimed by Plaintiff, on behalf of himself, Settlement Class Members and/or PAGA Employees, which arise out of the disputes which are the subject of the Action, be settled and compromised as between Defendant and the Class pursuant to the terms and conditions set forth in this Agreement.

48. **Effective Date**. The Settlement embodied in this Agreement shall become effective on the date that the Court's Final Approval Order and Judgment is final, which occurs upon the latest occurrence of the following: (a) if there is no Objection to the Settlement, or if

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there is an Objection but it is withdrawn, then the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Court's Final Approval Order and Judgment is filed, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. If the Court declines to approve the Settlement, the entire Stipulation of Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached, and all negotiations, statements, and proceedings and data relating thereto shall be protected by California Evidence Code § 1152 and shall be without prejudice to the rights of any of the Parties.

49. **Class Certification**. Solely for the purposes of this Settlement, the Parties stipulate and agree that the Court may certify a Class consistent with this Agreement.

50. **Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Plaintiff may be appointed as representative of the Class.

51. **Appointment of Class Counsel**. Solely for the purposes of this Settlement, the Parties stipulate and agree that Class Counsel may be appointed as counsel for the Class.

52. **Appointment of Settlement Administrator**. Solely for the purposes of this Settlement, the Parties stipulate and agree that Apex Class Actionshall be appointed to serve as Settlement Administrator. The Settlement Administrator will maintain acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to as a result of the claims process. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize Settlement Administrator Expenses.

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53. **Conditional Nature of Stipulation for Certification**. Solely for the purposes of this Settlement, the Parties stipulate and agree to the certification of the Class. The Parties agree that nothing in this Agreement, including the Parties' agreement regarding certification for settlement purposes, is in any way an admission that class certification is proper and that evidence of this limited stipulation for settlement purposes only will not be deemed admissible in this or any other proceeding for any reason. If, for any reason, the Court does not approve the Settlement, the stipulation to certification will be void, and the fact that the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Class should be certified in a non-settlement context in this Action or in any other lawsuit.

54. **Circular 230 Disclaimer**. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this agreement, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or adviser to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement.

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TERMS OF SETTLEMENT

55. **Gross Settlement Amount.** To implement the terms of this Settlement, Defendant shall pay the Gross Settlement Amount of One Hundred Thirty-Five Thousand Dollars and Zero Cents ($135,000.00), which shall be used to pay: (1) all Individual Settlement Shares to Participating Class Members; (2) the PAGA Payment; (3) the Service Award to Plaintiff; (4) Class Counsel's Award; and (5) all Settlement Administrator Expenses. Except as otherwise specified herein, Defendant shall not be required to pay any additional monies beyond the amount of the Gross Settlement Amount plus any appropriate and lawfully required employer-side payroll taxes. The Gross Settlement Amount remains subject to the Escalator Clause in Paragraph 57. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant.

56. **Employer Payroll Taxes**. The Gross Settlement Amount does not include any employer-side payroll taxes owed on the Wage Portion of the Individual Settlement Shares which shall be paid separately by Defendant as calculated by the Settlement Administrator.

57. **Escalator Clause.** The Gross Settlement Amount was calculated with, and is premised on, Defendant's representation that there are no more than 114 employees who collectively worked no more than 6,706 workweeks during the Class Period. If, at the time of preliminary approval, the total number of actual workweeks exceeds by ten percent (10%) of 6,706 workweeks (or 7,377 workweeks), Defendant shall increase the Gross Settlement Amount on a pro rata basis for each percentage of increase in workweeks above 10%. For example, if the actual number of workweeks is eleven percent (11%) greater than the 6,706 workweeks, the Gross Settlement Amount shall increase by one percent (1%).

58. **Tax Treatment of the Gross Settlement Amount.** Defendant shall deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. The QSF shall be an interest-bearing account at a federally insured bank. The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. The Parties agree to

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cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Paragraph.

59. **Funding of the Gross Settlement Amount**. Within thirty (30) calendar days after the Effective Date, Defendant shall transfer to the Settlement Administrator an amount equal to the Gross Settlement Amount plus Defendant's share of payroll taxes. The delivery of the Gross Settlement Amount and Defendant's share of payroll taxes shall constitute full and complete discharge of the entire obligation of Defendant under this Settlement.

60. **Notice of Default.** In the event that Defendant fails to pay the Gross Settlement Amount in accordance with this Agreement, Plaintiff shall provide notice to Defense Counsel and an opportunity to cure the default. Should Defendant fail to cure the default, any money paid through the date of default shall be retained by the Settlement Administrator and applied to any liability at trial. Defendant shall be liable for the full amount of the Gross Settlement Amount.

61. **Allocation of Gross Settlement Amount:** Subject to Court approval and the conditions specified in this Agreement, the Parties agree that the Gross Settlement Amount shall be allocated as follows:

a. **Service Award**. Defendant agrees not to oppose Plaintiff's request to be paid the Service Award in the amount of Five Thousand Dollars and Zero Cents ($5,000.00) which shall be paid from the Gross Settlement Amount. The Service Award will be in addition to the Individual Settlement Share that Plaintiff is entitled to recover from this Settlement. Any portion of the Service Award not approved by the Court shall become part of the Net Settlement Amount. Further, any Service Award approved by the Court will result in the issuance of an IRS Form 1099 to Plaintiff, who shall assume full responsibility and liability for the payment of taxes due on such award.

b. **Class Counsel's Award.** Subject to the Court's approval, Class Counsel shall seek attorneys' fees not to exceed one-third (33.33%) of the Gross Settlement Amount, or Forty-Four Thousand Nine Hundred Ninety-Five Dollars and Fifty Cents ($44,995.50); and reimbursement of actual costs and expenses associated with Class Counsel's litigation and

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settlement of the Action, in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00). Defendant agrees not to oppose Class Counsel's application for attorneys' fees and costs in these amounts. The amount set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in the future in connection with the approval by the Court of this Stipulation of Settlement. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph and shall be issued an IRS Form 1099. Any amount requested for Class Counsel's Award that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as provided in this Agreement.

c. **PAGA Payment.** Subject to the Court's approval, the Parties agree to allocate the amount of Five Thousand Dollars and Zero Cents ($5,000.00) from the Gross Settlement Amount for the PAGA Payment. Three Thousand Seven Hundred Fifty Dollars and Zero Cents ($3,750.00), representing seventy-five percent (75%) of the PAGA Payment, shall be paid to the LWDA. One Thousand Two Hundred Fifty Dollars and Zero Cents ($1,250.00), representing twenty-five percent (25%) of the PAGA Payment, shall be distributed to PAGA Members as PAGA Employee Payments on a pro-rata basis as provided in Paragraph 63. The PAGA Payment shall be paid from the Gross Settlement Amount. Any portion of the PAGA Payment that is not approved by the Court shall become part of the Net Settlement Amount.

d. **Settlement Administrator Expenses**. The Settlement Administrator Expenses are estimated not to exceed Seven Thousand Dollars and Zero Cents ($7,000.00). The Settlement Administrator Expenses shall be paid from the Gross Settlement Amount. Any portion of the Settlement Administrator Expenses not actually incurred by the Settlement Administrator shall become part of the Net Settlement Amount.

e. **Net Settlement Amount**. The Parties agree that after deduction of the amounts approved for the Service Award, Class Counsel's Award, the PAGA Payment, and the Settlement Administrator Expenses, the remainder shall be referred to as the Net Settlement Amount. The Net Settlement Amount will be distributed to Settlement Class Members on a pro-rata basis pursuant to Paragraphs 62 and 63 of this Agreement.

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62. **Individual Settlement Shares**. The Settlement Administrator shall calculate Individual Settlement Shares based on the Class Information provided to the Settlement Administrator by Defendant. Payment of Individual Settlement Shares to Settlement Class Members will be made from the Net Settlement Amount as follows:

a. Each Class Member who does not validly opt out shall receive an Individual Settlement Share from the Net Settlement Amount based on the number of Workweeks the Class Member worked for Defendant during the Class Period. Each Class Member's respective number of applicable Workweeks and estimated share of the Net Settlement Amount shall be identified on the Class Notice. The Parties agree that if any Class Member disputes the basis for determining their share of the Settlement, Defendant's records shall presumptively control unless the Class Member can produce documentation or evidence of other Workweeks worked during the Class Period. Upon the submission of such evidence, the Settlement Administrator will make a determination as to any such dispute, which shall be final and binding.

b. Individual Settlement Shares shall be calculated by: (i) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Settlement Class Members during the Class Period; and (ii) multiplying the result by each Settlement Class Member's Class Workweeks.

c. The Parties agree that ten percent (10%) of each Individual Settlement Share shall be classified as wages and reported on an IRS Form W-2 ("Wage Portion"), and the remaining ninety percent (90%) shall be penalties and interest and reported on an IRS Form 1099. The Wage Portion shall be subject to all required withholdings. Defendant shall be responsible for the employer's share of any applicable payroll taxes on the Wage Portion.

63. **PAGA Employee Payments**. PAGA Members shall receive their share of the PAGA Payment based upon the number of pay periods worked during the PAGA Period. Each PAGA Member's respective number of PAGA Pay Periods and estimated share of the PAGA Payment shall be identified on the Class Notice. The Parties agree that if any PAGA Member disputes the basis for determining their share of the PAGA Payment, Defendant's records shall

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presumptively control unless the PAGA Member can produce documentation or evidence of other pay periods worked during the PAGA Period. Upon the submission of such evidence, the Settlement Administrator will make a determination as to any such dispute, which shall be final and binding. PAGA Employees shall release their PAGA Claims in their entirety and may not opt out of or object to the Released PAGA Claims.

a. PAGA Employee Payments shall be calculated by: (i) dividing twenty-five percent (25%) of the PAGA Payment by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period; and (ii) multiplying the result by each PAGA Member's PAGA Pay Period total.

b. The Parties agree that one hundred percent (100%) of the PAGA Employee Payment shall be classified as penalties to be reported on IRS Form 1099. PAGA Members assume full responsibility and liability for any individual taxes owed on their PAGA Employee Payment.

64. **Distribution of Settlement Payments.** Within ten (10) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall issue and make payments for: (i) all Individual Settlement Shares to Settlement Class Members; (ii) the PAGA Payment to the LWDA and PAGA Members; (iii) the Service Award to the Class Representative; and (iv) Class Counsel's Award to Class Counsel.

65. **Uncashed Settlement Payment Checks.** Any checks issued by the Settlement Administrator to Class Members shall be negotiable for not less than three hundred sixty-five (365) calendar days after the postmark date of their initial mailing. Those funds represented by settlement checks returned as undeliverable, and those settlement checks remaining uncashed for more than three hundred sixty-five (365) calendar days after the postmark date of their initial mailing will be transmitted to Rancho Cielo, as the *cy pres* beneficiary, subject to Court approval and in accordance with California Code of Civil Procedure section 384. Rancho Cielo is a nonprofit organization serving Monterey County youth and young adults through education, vocational training, and workforce development programs, including its Auto & Diesel Repair Program, which provides participants with hands-on training and skills for employment in the

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automotive and diesel repair industries. The Settlement Administrator shall distribute such funds to Rancho Cielo as directed by the Final Approval Order. Those Class Members who did not timely cash their checks will nevertheless remain bound by the Settlement.

66. **Settlement Awards Do Not Trigger Additional Benefits.** The Individual Settlement Shares and PAGA Employee Payments, as well as any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which any Class Member may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Member may be entitled under any benefit plans.

67. **Tax Forms and Indemnification.** The Settlement Administrator shall be responsible for issuing the payments and withholding all required state and federal taxes in accordance with this Stipulation of Settlement. The Settlement Administrator will issue IRS Forms W-2 with respect to the Wage Portions of Individual Settlement Shares, and IRS Forms 1099 with respect to the amounts paid as penalties and interest to Class Members. The Settlement Administrator will also issue IRS Forms 1099 to Class Counsel for the amount paid as the Class Counsel's Award. The Settlement Administrator will be responsible for preparing these forms correctly. The Settlement Administrator shall also be responsible for submitting Defendant's share of payroll taxes to the appropriate government agencies on behalf of Defendant. Plaintiff, the Class, and Class Counsel will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff, the Class, and Class Counsel agree to indemnify Defendant for any liability it incurs to any tax authority on account of Plaintiff, the Class, and/or Class Counsel's failure to pay all taxes due on the awarded attorneys' fees and costs, or any other amounts recorded on an IRS Form 1099.

NOTICE OF SETTLEMENT TO CLASS MEMBERS

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68. **Delivery of Class Information**. Within fifteen (15) calendar days after the Court grants preliminary approval of the Settlement, Defendant shall provide to the Settlement Administrator the Class Information for purposes of sending the Class Notice to Class Members. The Class Information shall contain:

a. The full names, last known addresses, and Social Security numbers for all Class Members; and

b. The information necessary to determine the estimated settlement allocation to each Class Member, including: (i) the total number of Class Workweeks worked by each Class Member during the Class Period; and (ii) the total number of PAGA Pay Periods worked by each PAGA Member during the PAGA Period.

69. The Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (1) provide reasonable and appropriate administrative, physical, and technical safeguards for any personally identifiable information ("PII") which it receives from Defendant's Counsel and/or Class Counsel; (2) not disclose the PII to third parties, including agents or subcontractors, without Defendant's consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (4) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction; and (5) destroy the PII upon termination of its services. The Settlement Administrator may provide notice to both Parties if the PII is subject to unauthorized access, use, disclosure, modification, or destruction; however, all additional communications from the Settlement Administrator regarding the scope, circumstances, and substance shall be communicated solely to Defendant.

70. **Notice to Class Members**. Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within ten (10) calendar days after receipt of the Class Information, the Settlement Administrator shall mail the Class Notice in English and Spanish to each Class Member by First Class U.S. Mail.

71. **Undeliverable Notices**. If a Class Notice is returned as non-deliverable but with a forwarding address, the Settlement Administrator shall resend the Notice to the forwarding

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address. If a Notice is returned as non-deliverable with no forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current address of the person to whom the Notice was addressed and shall re-send the Notice within five (5) calendar days to any updated address. For any Class Member whose Class Notice is re-mailed pursuant to this Paragraph, the Response Deadline shall be extended by fourteen (14) calendar days from the date of re-mailing. Upon completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide the Notice to the affected members of the Class.

72. **Declaration of Due Diligence**. The Settlement Administrator shall provide to the Court, concurrently with Plaintiff's Motion for Final Approval, a declaration of due diligence and proof of mailing with regard to the mailing of the Class Notice.

73. **Settlement Administrator Duties**. The Settlement Administrator shall also be responsible for:

a. Mailing the Class Notice as directed by the Court;

b. Consulting with Counsel for the Parties concerning any relevant issue, including, but not limited to, the estimated amounts of approximate Individual Settlement Shares, PAGA Employee Payments, and the acceptance of any late or deficient disputes;

c. Keeping track of timely and proper Requests for Exclusion;

d. Calculating the Individual Settlement Shares, PAGA Employee Payments, and the PAGA Payment to the LWDA;

e. Providing weekly status reports to counsel for the Parties, including: (i) the number of Class Notices mailed (including information regarding undeliverable and/or emailed Notices); (ii) the number of disputes received (and sending copies of said disputes); (iii) the number of Objections received; and (iv) the number of Requests for Exclusion received;

f. Notifying Counsel for Defendant of the wiring instructions to fund the Gross Settlement Amount as approved by the Court;

g. Distributing and paying the Service Award, Individual Settlement Shares, PAGA Employee Payments, the PAGA Payment to the LWDA, and Class Counsel's Award;

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h. Issuing tax forms and addressing employer and employee-side payroll taxes; and

i. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members.

74. **Requests for Exclusion ("Opt Out").** Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator a signed Request for Exclusion by the Response Deadline of forty-five (45) calendar days from the mailing of the Class Notice. The Request for Exclusion need not be in any particular form and will be considered a valid request for exclusion so long as it communicates a clear desire by the Class Member not to be included in the Settlement, and identifies the Class Member's full name, current address, last four (4) digits of their Social Security number, and email address or phone number. No Requests for Exclusion shall be accepted if postmarked after the Response Deadline, except in circumstances described in Paragraph 71. Class Members are responsible to maintain a photocopy of their Request for Exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a Request for Exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

a. Any Class Member who submits a valid Request for Exclusion shall not be bound by the terms of this Settlement and shall not be entitled to any recovery under the Settlement or have any right to object, appeal, or comment thereon except as to any distribution of the PAGA Employee Payment. PAGA Members will receive their share of the PAGA Payment and be bound by the release of the Released PAGA Claims even if the Class Member submits a timely Request for Exclusion.

b. Every Class Member who does not submit a valid and timely Request for Exclusion on or before the Response Deadline: (i) will be deemed to be a Participating Class Member for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise

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provided herein, will be deemed to have waived all objections and opposition to the fairness, reasonableness, and adequacy of the Settlement.

c. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit a Request for Exclusion. Class Counsel shall not represent any Class Members with respect to any such request.

75. **Objections to the Settlement.** Class Members who wish to object to the Settlement must postmark a written Objection by the Response Deadline, for return to the Settlement Administrator. Any Class Member, who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for Exclusion, may object to the approval of the Class Action Settlement ("Objecting Class Member"). Any Class Member who makes a timely Request for Exclusion has waived their right to object. An Objecting Class Member shall inform the Court and the Parties of the Objection in writing. The Objection must contain: (1) the name and case number of this lawsuit; (2) the full name and current address of the Objecting Class Member; (3) the specific reason(s) for the Objection; and (4) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court.

a. Objecting Class Members will have the right to appear at the Final Approval Hearing in order to have their Objections heard by the Court. Any Objecting Class Member who wishes to appear at the Final Approval Hearing and be heard orally in support of or in opposition to the Settlement, must state so in the Objection. Class Members shall have no right to object to the Released PAGA Claims or PAGA Payment.

b. Any Class Member who does not timely submit an Objection shall be foreclosed from making any objection to this Settlement or from filing an appeal of the Court's Final Order and Judgment unless otherwise ordered by the Court.

c. Counsel for the Parties shall file any response to the Objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

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d. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Objections or to appeal from the Court's Final Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such Objections to this Settlement.

76. **Defendant's Right to Rescind.** If twenty percent (20%) or more of the Class submit a timely and valid Request for Exclusion, Defendant will have the right, but not the obligation, to revoke and void this Settlement at their discretion. Defendant agrees to meet and confer in good faith with Class Counsel prior to exercising this right. Defendant shall provide written notice to Class Counsel and the Settlement Administrator of its election to exercise its option to rescind and revoke the Settlement within ten (10) calendar days after the Response Deadline. In the event the Settlement is terminated pursuant to this Paragraph, the Parties shall proceed in all respects as if this Stipulation of Settlement had not been executed. In such a case, the Parties and any funds to be awarded shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement. The Parties agree that they will not encourage any Class Member to object to the Settlement or to opt out.

RELEASE OF CLAIMS

77. **Released Class Claims**. Upon the funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, to the fullest extent possible, all claims pled in the Operative Complaint and which could have been alleged under state or federal law under the same or similar facts, allegations, and/or claims pled in the Action or in any letter by Plaintiff to the LWDA, against the Released Parties, for work performed during the Class Period, including any claims for: (i) Failure to Provide Meal Periods or Compensation in Lieu Thereof (California Labor Code §§ 226.7 and 1198; and the Wage Order); (ii) Failure to Provide Rest Periods or Compensation in Lieu Thereof (California Labor Code §§ 226.7 and 1198; and the Wage Order); (iii) Failure to Pay Hourly and Overtime Wages (California Labor Code §§ 1194 and 1198; and the Wage Order); (iv) Failure to Comply with Itemized Employee Wage Statement Requirements (California Labor Code §§ 226, 1174, and

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1175; and the Wage Order); (v) Failure to Pay All Wages Upon Termination (California Labor Code §§ 201, 202, and 203; and the Wage Order); (vi) Violation of Labor Code § 2802; (vii) California Labor Code Private Attorneys General Act of 2004 (California Labor Code § 2698); and (viii) Unfair Business Practices (California Business and Professions Code §§ 17200 *et seq.* and Common Law); predicated on any of the violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders as alleged in the Operative Complaint, including, but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefits, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint. This release shall apply to any and all claims arising at any point during the Class Period. Upon entry of the Final Approval Order and funding of the total Gross Settlement Amount, all Participating Class Members will forever and completely release and discharge the Released Parties from the Released Class Claims. Plaintiff and Defendant intend that the Settlement described in this Settlement Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery to any and all of the Released Class Claims. This release excludes the release of claims not otherwise permitted by law, i.e. Workers' Compensation and unemployment insurance benefits.

78. **Released PAGA Claims**. Upon the funding of the Gross Settlement Amount, Plaintiff, all PAGA Members, the LWDA, and the State of California, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all claims for civil penalties for violations of the PAGA (Labor Code § 2698 et. seq.), ("PAGA Claims") that could have been sought by the Labor Commissioner identified in the PAGA Letters and those predicated on the facts and/or claims alleged in the PAGA Letters sent to the LWDA by Plaintiff that arose at any time during the PAGA Period. PAGA Members are collaterally estopped from recovering for the PAGA Claims released and compromised by the LWDA. No PAGA Member may recover for the same PAGA Claims in a representative

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capacity that are released here in another action. After the Court's Final Approval, Plaintiff will provide the LWDA with a copy of the Judgment which will include a list of the PAGA Members during the PAGA Period. This does not preclude the release of wages and damages by the Class Members as set forth in Paragraph 77 of this Agreement. The PAGA Members will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment or the release of the PAGA Claims set forth in this Paragraph. PAGA Members are bound by the release of the PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment or opt out of being a Settlement Class Member. Class Members who are also PAGA Members shall still be bound by the Released PAGA Claims regardless of whether a timely and valid Request for Exclusion is submitted.

79. **Released Claims by Plaintiff**. Upon the funding of the Gross Settlement Amount, Plaintiff agrees to the Released Class Claims set forth in Paragraph 77 above. In addition to the Released Class Claims, Plaintiff does hereby, for himself and for his spouse, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns, forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Settlement Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with or work for Defendant or the remuneration for or termination of such employment.

Without limiting the generality of the foregoing, Plaintiff expressly releases all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.3, 202, 203, 204, 210, 216, 218.6, 221, 222, 223.2, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 238.3, 245, 245.5, 246, 247.5, 248.1, 248.2, 248.3, 248.6, 450, 510, 511, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 2698 et seq., and 2802); the Wage Orders of

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the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200 et seq.; the California Civil Code, to include, but not limited to, section 3336 and 3294; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq. Plaintiff's Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination such as by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law. As to the Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

> **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 RELEASING PARTY.**

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiff knew of, as well as all claims that he does not know or suspect to exist in his favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff and Class Counsel do

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not currently intend to pursue any claims against Defendant, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, and Class Counsel is not currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Defendant, except those facts or legal theories alleged in the Operative Complaint in this Action. This release does not include claims which cannot be released such as unemployment or Worker's Compensation benefits.

DUTIES OF THE PARTIES

80. **Duties of the Parties Prior to Court Approval.** Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in support of Plaintiff's Motion for Preliminary Approval and a determination by the Court as to whether the proposed Settlement is within the range of possible judicial approval. Plaintiff will provide Defendant with a draft of the Motion at least one business day prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion. Promptly upon execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of an order substantially in the following form:

a. Scheduling of the Final Approval Hearing on the question of whether the proposed Settlement, including payment of Class Counsel's Award, the Service Award, and the PAGA Payment, should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members;

b. Certifying the Class;

c. Approving the Class Notice attached hereto as **Exhibit A**;

d. Directing the mailing of the Notice by First Class U.S. Mail to the Class Members; and

e. Preliminarily approving the Settlement subject only to the Objections of the Class Members and final review by the Court.

81. **Duties of the Parties Following Final Approval.** Following final approval by the Court of the settlement provided for in this Stipulation of Settlement, Class Counsel shall

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submit a proposed Final Order and Judgment approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions, including the approval of Class Counsel's application for an award of attorneys' fees and costs and the Service Award. The Parties will work cooperatively to mutually agree upon the form and content of the Proposed Order Granting Final Approval of the Class Settlement and Approval of the PAGA Settlement and Judgment.

ADDITIONAL PROVISIONS

82. **Nullification of Settlement Agreement**. In the event: (a) the Court does not enter the Order for preliminary approval of the Settlement; (b) the Court does not finally approve the Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein; (d) the Settlement does not become final for any other reason; or (e) the Court fails or refuses to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement Agreement, this entire Settlement Agreement shall be null and void and unenforceable as to all Parties herein at the option of any Party, but remains protected by California Evidence Code Section 1152, and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such cases, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by all Parties. Further, if the Settlement Agreement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement Agreement. In the event an appeal is filed from the Court's Final Approval Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid to the Settlement Administrator by the party or person that filed the appeal, within thirty (30) calendar days of said notification.

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83. **Parties' Authority.** The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

84. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including, but not limited to, execution of such documents and taking of such action as may be reasonably necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall take all necessary steps to secure the Court's Final Approval of this Stipulation of Settlement. The Parties and their respective counsel agree that they will not attempt to encourage or discourage Class Members from filing Requests for Exclusion.

85. **No Prior Assignments.** The Parties and their respective counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged except as set forth herein.

86. **No Admission by Defendant**. Defendant denies any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession nor admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant. Nonetheless, Defendant desires to settle and compromise the matters at issue in the Action to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that it has asserted or could assert against Plaintiff and/or any Settlement Class Member, has determined that it is desirable and beneficial that the claims of

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Plaintiff and the Settlement Class be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

87. **No Effect on Employee Benefits**. Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

88. **Enforcement Actions.** This Agreement is enforceable under California Code of Civil Procedure section 664.6, and the Court shall retain jurisdiction to enforce the terms and provisions of this Agreement. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any enforcement actions. All such disputes shall be resolved by the Court.

89. **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third court day after mailing both electronically and by United States registered or certified mail, return receipt requested, and addressed as follows:

To Plaintiff, the Class, and Class Counsel:

FITZPATRICK & SWANSTON
B. James Fitzpatrick
Sean S. Kaneshiro
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311

To Defendant and Defense Counsel:

MURCHISON & CUMMING, LLP
Kenneth H. Moreno
Clarence E. Ellington III
750 B Street, Suite 2550
San Diego, California 92101-8114
Telephone: (619) 544-6838

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90. **Construction.** The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arm's-length negotiations between the Parties with the assistance of a neutral mediator, and this Stipulation of Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Stipulation of Settlement.

91. **Exhibits, Captions & Interpretations.** The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. Descriptive headings, paragraph titles, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

92. **Interim Stay of Proceedings**. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, holding the Action in abeyance pending the Final Approval Hearing.

93. **Modification.** This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by the Parties or their counsel or their successors-in-interest, and approved by the Court where Court approval is required.

94. **Integration Clause.** This Stipulation of Settlement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

95. **California Law Governs.** All terms of this Stipulation of Settlement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

82. **Binding on Assigns.** This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

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83. **Disputes Regarding Language of Settlement Agreement.** If the Parties have a dispute with regard to the language of the terms of the Agreement, the Parties agree to present any such dispute to the mediator for resolution.

84. **Counterparts.** This Stipulation of Settlement may be executed in counterparts and by facsimile or electronic signatures, including DocuSign and PDF, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties. An electronic signature, facsimile signature, or scanned signature shall have the same force and effect as an original signature.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant as of the date(s) set forth below.

Plaintiff Daniel Rosas Molina

Dated: 10/27/2026

Defendant DHT Incorporated

Dated: _____

By: _____
Title: _____

APPROVED AS TO FORM:

Dated: October 14, 2026

FITZPATRICK & SWANSTON

By: _____
B. James Fitzpatrick
Attorneys for Plaintiff,
DANIEL ROSAS MOLINA on behalf of himself and all similarly aggrieved employees

Dated: October 14, 2026

MURCHISON & CUMMING, LLP

By: _____
Kenneth H. Moreno
Clarence E. Ellington III
Attorneys for Defendant,
DHT INCORPORATED

84. **Counterparts.** This Stipulation of Settlement may be executed in counterparts and by facsimile or electronic signatures, including DocuSign and PDF, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties. An electronic signature, facsimile signature, or scanned signature shall have the same force and effect as an original signature.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant as of the date(s) set forth below.

Plaintiff Daniel Rosas Molina

Dated: _____ _____

Defendant DHT Incorporated

Dated: 10/21/2026 _____

By: CHARLY JOHSTON, OWNER

APPROVED AS TO FORM:

Dated: FITZPATRICK & SWANSTON

By: _____
B. James Fitzpatrick
Attorneys for Plaintiff,
DANIEL ROSAS MOLINA on behalf of himself and all similarly aggrieved employees

Dated: October 20, 2026 MURCHISON & CUMMING, LLP

By: _____
Kenneth H. Moreno
Clarence E. Ellington III
Attorneys for Defendant,
DHT INCORPORATED

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EXHIBIT A

Docusign Envelope ID: CDE239C5-FB63-821A-80C1-235D84E38647

Daniel Rosas Molina v. DHT Incorporated
Superior Court of California, County of Monterey
Case No. 23CV002406

NOTICE OF CLASS ACTION SETTLEMENT ("NOTICE")

The Monterey County Superior Court ("Court") authorized this Notice to be sent by «Settlement Administrator» ("Settlement Administrator"). This is not an advertisement. This is not a solicitation from a lawyer.

«BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY $«EstSettAmnt_CALC» THROUGH THIS CLASS ACTION SETTLEMENT

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
You Can DO NOTHING AND RECEIVE A PAYMENT	**To receive a payment from the Settlement, you do not have to do anything.** If you do nothing, you will continue participating in this lawsuit, and you will be affected by the outcome of this case. You will receive a settlement payment; however, you will **lose** any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file. Defendant has approved this Settlement and will not retaliate against you for participating in the Settlement.
You Can ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT **(Deadline: «Date»)**	**If you ask to be excluded from the class settlement, you will get no payment from the class settlement amount,** but you will **keep** any rights to sue Defendant separately for the same legal claims made in this lawsuit. However, you may not request exclusion from the settlement of the PAGA claim. **Important: You cannot ask to be excluded and still get a settlement payment.**
You Can OBJECT TO THE CLASS SETTLEMENT **(Deadline: «Date»)**	If you do not like the class settlement, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. **Important: If you object to the settlement, you cannot also ask to be excluded.**

THIS NOTICE EXPLAINS THE NATURE OF THE ACTION, THE GENERAL TERMS OF THE PROPOSED SETTLEMENT, AND YOUR LEGAL RIGHTS AND OBLIGATIONS.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

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1. Why Should You Read This Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the the Monterey County Superior Court has been reached between Plaintiff Daniel Rosas Molina (the "Named Plaintiff") and Defendant DHT Incorporated ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

2. Why is this a Class Action?

In a class action, one or more individuals, called a Class Representative (in this case, the Named Plaintiff), sue on behalf of people who allegedly have similar claims. These people are Class Members. One case resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Monterey County Superior Court is in charge of the case. The lawsuit is known as *Daniel Rosas Molina v. DHT Incorporated*, Superior Court of California, County of Monterey, Case No. 23CV002406.

3. What is this Lawsuit About?

In the lawsuit, the Named Plaintiff asserted class-wide claims against Defendant for: (1) failure to provide meal periods in violation of Labor Code §§ 226.7, 510, 512, 1194, and 1197 and the applicable IWC Wage Orders; (2) failure to provide rest periods in violation of Labor Code §§ 226.7 and 512 and the applicable IWC Wage Orders; (3) failure to pay hourly and overtime wages in violation of Labor Code §§ 510, 1194, and 1998 and the applicable IWC Wage Orders; (4) failure to comply with itemized wage statement requirements in violation of Labor Code §§ 226, 1174, and 1175 and the applicable IWC Wage Orders; (5) failure to pay all wages upon termination in violation of Labor Code §§ 201-203; (6) failure to reimburse work-related expenses in violation of Labor Code § 2802; and (7) unfair and unlawful business practices in violation of Business and Professions Code § 17200, et seq. The Named Plaintiff also asserted a representative action claim for violation of the Private Attorneys General Act of 2004, California Labor Code § 2698, et seq. ("PAGA") predicated on Defendant's alleged violations of the Labor Code.

Defendant denies all liability and disputes all such claims. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages under California law, including minimum wages and overtime compensation; Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; Defendants did not fail to pay Plaintiff or any Class Members any wages allegedly due at the time of their termination; Defendant complied with California wage sstatement and payroll records requirements; Defendant is not liabile for any of the penalties claimed or that could be claimed in this lawsuit; and this lawsuit cannot be maintained as a class action. Defendant is confident it has strong legal and factual defenses to these claims. However, Defendant recognizes the risks, distractions, and costs associated with litigation.

4. Why is there a Settlement?

The Court did not decide in favor of the Named Plaintiff or Defendant. The Named Plaintiff believes he could have won at trial. Defendant believes that it would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the risks and costs of litigation, and potentially affected individuals will receive compensation. The Class Representative and the attorneys believe the settlement is best for Class Members.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that all non-exempt, hourly individuals who worked for Defendant in California during the Settlement Class Period are Class Members. The Settlement Class Period is from July 26, 2019, and ends on June 30, 2026.

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6. What Does the Settlement Provide?

The Settlement provides for a payment by Defendant of $135,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the "Gross Settlement Amount"). The total amount to be distributed to Class Members who can be located and who do not exclude themselves from the settlement will be the value of the Gross Settlement Amount after deducting the following (the "Net Settlement Amount"): (a) Class Counsel's attorneys' fees not to exceed $44,995.50; (b) Class Counsel's actual litigation costs and expenses not to exceed $10,000.00; (c) an enhancement award to the Named Plaintiff not to exceed $5,000.00 for his work and efforts in prosecuting this case and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (d) PAGA Penalties of $5,000.00 for alleged civil penalties owed pursuant to the California Private Attorneys General Act, and (e) settlement administration costs not to exceed $7,000.00. **Class Counsel's attorneys' fees and costs and Named Plaintiff's enhancement awards remain subject to Court approval.**

By statute, the Labor and Workforce Development Agency will receive 75% of the PAGA Penalties – i.e., the amount of $3,750.00. Class Members who worked during the period of November 18, 2021, and ending June 30, 2026 (the "PAGA Period") will receive a portion of the remaining 25% of the PAGA Payment ("Net PAGA Penalties") – i.e., the amount of $1,250.00.

No portion of the Net Settlement Amount will be returned to Defendant under any circumstances.

7. How Much Will My Payment Be?

Your estimated share of the class settlement is $«ClassEstSettAmnt_CALC» and is based on the number of workweeks you worked for Defendant during the Class Period, as compared to the total number of workweeks worked by all Class Members during the Class Period. Based upon Defendant's records, the number of workweeks you worked during the Class Period is determined to be «Workweeks_CALC».

Your estimated share of the Net PAGA Penalties is $«PAGAEstSettAmnt_CALC» ("Individual PAGA Payment") and is based on the number of pay periods you worked for Defendant during the PAGA Period, as compared to the total number of pay periods worked by all Class Members during the PAGA Period. Based upon Defendant's records, the number of pay periods you worked during the PAGA Period is determined to be «PayPeriods_CALC».

If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of workweeks and/or pay periods identified, see below (Question 9).

8. How Do I Get a Payment?

To qualify for payment, you do not need to do anything. Following final approval of the settlement, Defendant will submit the Gross Settlement Amount to the Settlement Administrator. The Settlement Administrator will then mail you a check after processing amounts due to all parties, including administering payroll taxes.

9. What If I Believe the Information is Inaccurate?

If you believe the number of workweeks and/or pay periods that you worked for Defendant during the Class Period and/or PAGA Period is inaccurate, you may dispute it by sending a letter to «<<Settlement Administrator»>>, «Address», «City» «State» «Zip» no later than «Date». Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up to Receive a Settlement Payment?

Unless you request to be excluded from the settlement, you remain a Class Member, and part of the Settlement

Class. If you are a member of the Settlement Class, that means you will be giving up or "releasing" the Released Parties from the following:

> any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, during the Class Period, known or unknown, suspected or unsuspected, that each Settlement Class Member had, now has, or may hereafter claim to have during the Class Period against Defendant and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in the Operative Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. ("Released Claims")

Additionally, if you worked during the PAGA Period, you will be giving up or "releasing" the Released Parties from the following:

> any claims for civil penalties under PAGA, that arise or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiff's PAGA Notice submitted to the LWDA or contained in the Operative Complaint, including claims premised on alleged violations of Labor Code §§ 201, 201.3, 202, 203, 204, 218.5, 218.6, 223, 225.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800, 2802, and the applicable California Industrial Welfare Commission Wage Orders. ("Released PAGA Claims")

The Released Parties collectively means: (i) Defendant; (ii) Defendant's respective past, present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and assigns; and (iii) the past, present and future shareholders, managers, officers, partners, members, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

11. How Do I Exclude Myself from the Settlement?

To exclude yourself from the class settlement (also referred to as "opt-out"), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Daniel Rosas Molina v. DHT Incorporated* settlement.

The Request for Exclusion must be signed by you and must include: (1) a clear statement by you not to be included in the Settlement, (2) your full name and current address; (3) last four (4) digits of your Social Security number; and (4) email address or phone number. You must mail your opt-out, postmarked no later than «Date», to «<<Settlement Administrator»>>, «Address», «City» «State» «Zip».

If you submit a timely and valid "opt-out" request, you will no longer be a member of the class, and you will not receive any money from the class settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the same class claims made in this lawsuit, at your own expense.

If you worked during the PAGA Period, you may not opt-out or request to be excluded from the settlement of the PAGA claim. Thus, even if you submit a timely and valid "opt-out" request, you will still receive an Individual PAGA Payment and will be deemed to have released the Released PAGA Claims.

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If more than twenty percent (20%) of the Class Members submit valid and timely Requests for Exclusion, Defendant will have the right, but not the obligation, to revoke and void this Settlement at their discretion

12. If I Don't Exclude Myself, Can I Sue Defendant or Get Money from the Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit.

Remember, the exclusion deadline is «Date». Again, if you exclude yourself from this settlement, you cannot get money from this settlement.

13. How Do I Tell the Court that I Don't Believe that the Settlement is Fair?

If you are a Class Member and you do not exclude yourself from the class settlement, you can object to the class settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the class settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you can do so in writing. All objections must be signed by you and must include: (1) the name and case number of this lawsuit; (2) your full name and current address; (3) the specific reason(s) for the objection; (4) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court; and (5) state whether you intend to be appear at the Final Approval Hearing and be heard orally in support of your objection. You must mail your written objection, postmarked no later than «Date», to «<<Settlement Administrator»>>, «Address», «City» «State» «Zip». If you do not follow these procedures, you will be deemed not to have objected.

14. What is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you do not like something about the class settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you do not want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

15. Do I Have a Lawyer in this Case?

In connection with the Preliminary Approval of the Settlement, the Court decided that the law firm Fitzpatrick & Swanston, which represents the Named Plaintiff, is also qualified to represent you and all Class Members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will the Attorneys for the Class and the Class Representative Be Paid?

The attorneys for the Named Plaintiff and the Class will be paid from the Gross Settlement Amount. Class Counsel will ask the Court to approve up to $44,995.50 in attorneys' fees and for actual litigation costs incurred up to $10,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see Section 17 below for details as to when this hearing will take place). Class Members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own**

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arrangements to compensate your lawyer.

If approved by the Court, a service payment for the Named Plaintiff in an amount up to $5,000.00 will be paid from the Gross Settlement Amount for his work and efforts in prosecuting this case and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Judge Thomas W. Wills on «FinalApprovalDate», at 8:30 a.m., in Department 15 of the Superior Court of California for the County of Monterey, located at 1200 Aguajito Road, Monterey, CA 93940, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The Court may continue the final approval hearing without further notice. You may also be able to attend the final approval via Zoom or other remote means.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all Class Members who have not requested exclusion from the class will be deemed to have waived the Released Class Claims. All PAGA Members will be deemed to have waived the Released PAGA Claims set forth above.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. The Settlement Agreement contains more details. You can get a copy of the Settlement Agreement by contacting Class Counsel.

19. What is the Contact Information for Class Counsel?

The Court has approved Fitzpatrick & Swanston as Class Counsel. The contact information for Class Counsel is below:

FITZPATRICK & SWANSTON
B. James Fitzpatrick
Sean S. Kaneshiro
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311

20. What if I Have Questions?

If you have any questions about the settlement, you may contact Class Counsel or the Settlement Administrator:

«Settlement Administrator»
«Address»
«City» «State» «Zip»
«Telephone No.»

Please do not call the court, the court clerk's office, Defendant, its managers/supervisors, or its attorneys for information about this settlement or the settlement process.