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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ANGELICA NGUYEN, Individually, and on behalf of other members of the general public similarly situated, Plaintiff v. MICNAN LLC, a Limited Liability Company doing business in California; TOOLEY OIL COMPANY, a California Corporation; TOOLEY PROPERTIES, LLC., a California Limited Liability Company; and DOES 1-10, inclusive Defendants	CASE NO. 25CV015058 **DECLARATION OF ERIC K. YAECKEL IN SUPPORT OF PLAINTIFF'S *UNOPPOSED* MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT, AND CERTIFICATION OF PROVISIONAL SETTLEMENT CLASS** Date: August 21, 2026 Time: 9:00 a.m. Dept.: 8A Judge: Hon. Jill H. Talley *RESERVATION NO. A-15058-001*

I, Eric K. Yaeckel, hereby declare as follows:

1. I am an attorney licensed to practice law before this Court and am employed with the law firm of Sullivan & Yaeckel Law Group, APC, attorneys of record for Plaintiff ANGELICA NGUYEN, Individually, and on behalf of other members of the general public similarly situated, in the above-captioned matter. I make this declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Settlement, and Certification of Provisional Settlement Class.

2. I have personal knowledge of the facts set forth in this declaration and if called to testify as a witness, I could and would do so.

Background and Investigation

3. On June 25, 2025, Plaintiff Nguyen filed the Complaint in this matter. The original Complaint alleged proposed class claims only, under the California Labor code involving, *inter alia*, (1) failure to pay minimum wages; (2) failure to pay proper overtime compensation; (3) failure to provide meal breaks; (4) failure to provide rest breaks; (5) failure to provide all gratuities owed; (6) failure to reimburse employees for necessary business expenses; (7)failure to provide accurate itemized wage statements; and (8) failure to pay all wages to upon termination. On August 28, 2025, Plaintiff filed a First Amended Complaint, adding representative PAGA claims for penalties based on the same violations asserted in her original complaint and additionally asserted a claim for alleged failure to provide suitable seating and resting facilities.

4. On July 31, 2025, Plaintiff propounded discovery requests on all three Defendants. Through these requests, Plaintiff sought, among other information and documents, the identities of putative class members, Defendants' compensation policies, Meal and Rest Period policies, employee handbooks, wage statements, payroll records, time records, job descriptions, and reimbursement policies.

5. The parties agreed that Defendants could informally provide responsive documents and data for purposes of attending a mediation. After agreeing to mediate, Defendants provided substantial information needed to prepare for mediation, including all relevant employment policies, template arbitration agreements, meal break waviers, on-duty meal break agreements,

class data points (number of workweeks, number of pay periods, amount of missed meal and rest break premiums paid, etc.).

6. Defendants also agreed to voluntarily produce similar information for the proposed class and produced a 25% sampling that included hundreds of pages of electronic documents of other class members' time and wage records. The production included all relevant policies and information about alleged meal break waivers and on-duty meal break agreements. Defendants also provided information about the breakdown of class members that signed arbitration agreements, which included a waiver of the right to participate in a Class action.

7. Defendants also provided informal discovery which consisted of, *inter alia*, the number of current and former employees who worked during the Class and PAGA limitations periods, meal and rest period premiums paid, pay periods at issue, as well as confirmation that various policies were standard as to the class.

8. On January 22, 2026, the Parties attended a full day mediation before the experienced "Wage and Hour" mediator, Anthony Pantoni. Prior to mediation, counsel for both parties agreed to the informal exchange of information, and case theories and defenses pertinent to a class-wide settlement. Prior to mediation, plaintiff prepared and provided a detailed mediation brief. Defendants also shared information about standard defenses to the class and PAGA claims. Following a full day of mediation, the parties reached a settlement agreement.

9. As of April 8, 2026, the parties agreed on all final terms of the settlement which was memorialized in the Agreement. Plaintiff now seeks the Court's preliminary approval of the Agreement. Attached to this Declaration as **Exhibit A** is a true and correct copy of the Agreement.

<u>Terms of the Agreement</u>

10. The parties agreed to use CAC Services, LLC, as the "Settlement Administrator" for purposes of providing the Notice to Settlement Class Members, issuing payments pursuant to the Agreement, and to administer the claims. CAC's sole business has been the administration of class action settlements and class action notices, an area in which it has extensive experience.

11. Class Members will be entitled to an average share of approximately **$765.25** (approximately

$20.98 per pay period worked). I calculated this number by taking the total settlement amount, subtracting all contingent costs as proposed on page one of the memorandum, and dividing by the estimate of 96 Class Members. This is an estimate only as the actual share will depend on the amount of pay periods they were employed during the limitations period.

12. A true and correct copy of the parties agreed upon Class Notice is attached as **Exhibit B**.

13. The Class Representative Enhancement Payment was part of good faith negotiations and are intended to recognize that it was the Class Representative (Ms. Nguyen) who initiated the lawsuit, initiated the PAGA claims, provided critical documents and witnesses to her attorneys, and worked with her attorneys to propound and prepare written discovery, all in an effort to obtain money allegedly owed not only to themselves, but to the of other employees.

Claims Analysis and Potential Recovery

14. Each of the primary claims also had risks to maintaining class certification and a finding of liability. If Defendants' defenses were successful, the class would not receive anything. As is set forth below, this office submits that the most realistic "best case" scenario would be an average recovery per class member of approximately **$1,682.06**, and a worst case scenario would be a recovery of $0, by way of decertification or defense verdict.

15. Given all the risks on each claim, the estimated **$765.25** average recovery secured via this settlement is a reasonable compromise and is in the best interests of the class given all the risks of continued litigation.

<u>Damage Calculations</u>

16. The following estimated damage calculations were completed after review of the sampling of class member time and wage records, and after interviews with Plaintiff, and other class members. The breakdown of the damage and penalties calculation is as follows:

<u>Unpaid Compensation Violations</u>: **$17.50** (average hourly rate) **x 96 (**number of employees) **x 3** (years at issue in limitations period) **x 8** (approximate unpaid hours per year) = **$40,320.00**.

<u>Meal Period Policy Violations</u>: **$17.50** (average hourly rate) **x 96 (**number of employees) **x3** (years at issue in limitations period) **x 20** (approximate meal period violations per employee in a year) = **$100,800.00**

<u>Rest Period Policy Violations</u>: **$17.50** (average hourly rate) **x 96 (**number of employees) **x3** (years at issue in limitations period) **x 20** (approximate rest period violations per employee in a year) = **$100,800.00**.

<u>Labor Code § 226 Penalties</u>: **$50** (per violation) x **3,500** (pay periods in limitations period) x **1** (approximate rate of violations per pay period) = **$175,000.00**.

Labor Code §2802 Penalties: **96**(total number of employees) **x $10** (estimated average amount of reimbursement due per employee) = **$960.00.**

Labor Code § 203 Penalties: **$17.50** (average hourly rate) **x 2.0** (hours, per day) **x 30** (days, per Labor Code section 203) **x 96** (number of former employees) = **$100,800.00**.

"PAGA" Violations: **6** (separate Labor Code violations based on the above claims) **x $50** (per violation) x **3,500** (pay periods in limitations period) = **$1,050,000.00**. The aggrieved employees are only entitled to a 25% share of this amount, which is **$262,500.00**.

17. Based on the above, a best case recovery (which would be admittedly highly unlikely, given the factors set forth below) would be a total judgment of $781,180.00.

Relevant Case Law Supports a Further Reduction on any Recovery

18. It is my opinion that it would be *highly* unlikely to ever be awarded any amount approaching the maximum damages set forth above. To wit, the majority of the damages above are "derivative" penalties under PAGA, Labor Code § 203 and Labor Code § 226.

19. Please see the analysis of the relevant case law cited in the memorandum (pp.12) which allows significant mitigation of PAGA penalties, which prohibits stacking of multiple penalties for the same underlying conduct and declines to automatically award §§ 203 and 226 penalties for meal and rest break violations without a further evidentiary showing.

20. Our office believes a mitigation of the damages and potential PAGA penalties would be warranted here. Defendants stepped up to discuss early resolution. Defendants also committed to make changes to the challenged timekeeping and meal and rest period policies after receiving notice of this lawsuit. Also, as in the *Carrington* case (which was handled by this office), there is evidence that Defendant attempted to provide meal and rest periods *in practice*, even where the breaks were missed. Given this, it is likely that any violations by Defendant

were not "willful." Finally, given the defenses raised by Defendant to maintaining this matter as a class or representative action, there was a significant risk that many of the claims would not have even been able to survive to a trial.

21. As to the ex-employee claim pursuant to Labor Code § 203, the parties agree the failure to pay "ex-employees" claim is derivative of the other claims. As Defendants are able to assert a "good faith dispute" for withholding any unpaid wages, it would be difficult to establish any liability for a "willful" failure to pay wages owed.

22. Given my experience, I believe it would be likely that PAGA penalties would be reduced to approximately $5 a violation, and the Court would decline to impose Labor Code § 203 and Labor Code § 226 penalties.

23. If this happened, the realistic anticipated "best case" judgment following trial would be approximately $269,130.00. Discounting 40% for contingent costs (fees and costs award, enhancement bonus, administration, etc.), the average class member's share of this recovery would be **$1,682.06**. ($161,478.00 divided by 96 class members). Given our office's analysis, I submit this number is the most likely "best case" recovery per class member. Given all the risks on each claim the estimated **$765.25** average recovery secured via this settlement is a reasonable compromise and is in the best interests of the class given all the risks of continued litigation.

Analysis of Risk on Each Potential Claim

24. Plaintiff's unpaid wages (and overtime) claims were based on the allegation that employees were performing unpaid work due to the Defendants' timekeeping system, which required employees to record their "scheduled" (not "actual") work times. Moreover, Defendants' timekeeping system took "minutes worked" and transferred that amount to a decimal, causing other losses due to certain alleged "transitional math errors" caused by the payroll system. Plaintiff alleged this resulted in regular time and overtime pay being owed where Defendants were on notice of work being performed without pay. Defendants also denied that any unpaid work occurred, and even if some did occur, Defendants claimed they were not on notice of these alleged Labor Code violations and had a strict written prohibition against off-the-clock

work and a mandate that all time worked must be accurately recorded. Defendants asserted proof of these alleged violations would require individualized inquiries, which could preclude class certification and make any PAGA claims unmanageable.

25. Plaintiff was able to identify hundreds of examples of missing or late Meal Periods without the provision of a Meal Period penalty payment. Defendants argued that these records do not conclusively show whether (1) Defendants actually failed to provide the Meal Period, (2) there was a voluntary waiver, (3) employees forgot to clock out, (4) employees voluntarily chose to skip or take them late even though they were provided, (5) whether the individual had a paid on-duty meal break agreement that was justified by the nature of the work, (6) the individual had an attestation undicating that breaks were provided, and/or (7) a missed break penalty was paid for the shift. Defendants further argued that evidence existed that rebutted any presumption that the same records could be used as a basis for determining liability. Additionally, in light of the written Meal and Rest Period policy, Defendants contended there was no uniform policy or practice of denying Meal and Rest Periods, requiring individualized inquiries that would make any Class or PAGA claims unmanageable.

26. Plaintiff alleges that the Rest Period policy (1) contained patently illegal language restricting employees to the work premises, and (2) lacks additional required statutory language. Plaintiff also alleged the Defendants' written policies improperly restricted class members from leaving the premises during their Rest Periods, among other deficiencies. Defendants pointed out that they provided for adequate breaks and argued that witness testimony would demonstrate that in practice, no restriction on Rest Periods was ever enforced. Defendants also disputed that the written policy was non-compliant. Defendants also contended individualized inquiries abound as to why individual employees may have failed to take appropriate Meal or Rest Periods.

27. As to the wage statement claims, Plaintiff acknowledges that these claims are largely derivative, in that both the gross and net wages could be found to be inaccurate, due to the above-referenced claims. Defendants argued that the failure to list gross and net wages are derivative of other claims that may ultimately fail and as a result there is no "knowing and intentional failure" to list information, which triggers liability under Labor Code §226(e).

28. The California Supreme Court has recently held that the failure to pay meal and rest period premiums ***may*** give rise to a claim for inaccurate wage statements (or waiting time penalties). However, such derivative liability is not automatic and the Plaintiff still must show *a* "knowing and intentional" or "wilful" failure to comply with the Labor Code. See *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93,109. Defendants (as with the underlying meal and rest period claims) maintained individualized inquires would abound as to why breaks were missed and whether meal and rest period premiums should have been paid, requiring individualized inquiries that would make any PAGA claims unmanageable.

29. Plaintiff contends that Defendants violated Labor Code section 2802 by failing to reimburse its employees for certain costs, like cell phone costs. Defendants contends that Plaintiff (and others') position did not require the use of a personal cell phone because the employees worked at sites with site phones provided by the company.

30. Based on all of the above, my experience, and all the information within the moving papers, I submit that this proposed Settlement is fair, adequate and reasonable. I also submit it is well within the accepted range of recoveries for similar wage and hour class actions.

Certification of the Proposed Settlement Class is Appropriate

31. Here, Defendants' records show that approximately **96 class members** worked for the company during the Class Period.

32. The proposed class is ascertainable because all Class Members currently or formerly worked for Defendants as a nonexempt employees during the Class and/or PAGA periods and those who have arbitration agreements are identified through Defendants' employment records. Thus, the ascertainability requirement is met.

33. Here, for purposes of the Settlement, the parties agree the claims of Class Members all involve the same questions of law and fact. Namely, all class members were subject to the same employment policies and practices of Defendants.

34. The proposed class representative has no adverse interests to the class. Plaintiff is paid based on the same formula as other class members and have claims substantially the same as all the other Class Members.

35. Here, no such "inconsistencies" exist. Plaintiff will be compensated based on the same "pay period" formula as all other members of the Class.

36. Additionally, any Class Member who wishes to "opt out" of the Settlement may do so and retain all of their individual rights. Therefore there is no conflict of interest between the Class Representatives and the Class Members. Thus, at least for settlement purposes, we submit the adequacy prong is met.

37. The proposed class in this case is sufficiently cohesive because, for purposes of the Settlement only, the parties have stipulated that all class certification elements are met.

38. Given that there are 96 individuals, it would be preferable to resolve all of the Class Members' claims by means of a class-wide settlement than to require each Class Member to litigate his or her individual claims.

Preliminary Approval of the Class Action Settlement Is Proper

39. When negotiating the Settlement, both sides took into account the strengths and weaknesses of their opponent's positions as pointed out by mediator Anthony Pantonis, the data available to evaluate liability and damages, the lack of data or evidence on certain issues, and the substantial and evolving law applicable to the merits of the claims. The Agreement was only agreed to after extensive arms-length negotiations resulting in a unique compromise that permits all parties to move forward and bring this action to close. Despite a mutual desire to resolve this action, the negotiations remained at all times adversarial.

40. I believe this settlement is in the best interest of the class as it provides **(1)** a guaranteed favorable result; **(2)** guaranteed monetary recovery over a reasonably short period of time, as opposed to possibly waiting additional years for a potentially worse result; and **(3)** significant savings in attorneys' fees and costs, which would have increased had the case progressed through trial and possible appeals.

41. Without entering into the Agreement, there existed a significant chance that Defendants would prevail on the merits of some or all claims and that Class Members would receive nothing. Through the Agreement, participating Class Members receive guaranteed cash, and this action has also been the catalyst for programmatic relief.

42. If the litigation were to proceed in lieu of settlement, additional and substantial attorneys fees and costs, expert witnesses fees would quickly accumulate. Given the numerous claims being litigated, the parties may be required to hire multiple experts each (as many as 6 total). This would result in not only the production of six expert reports, but six depositions as well. And, based on previous discussions between counsel regarding the remaining claims (including the PAGA claims), I anticipated at least one motion to compel, and two dueling motions for summary judgment / adjudication (one from each side).

43. Importantly, even after engaging in all of the potential continued and protracted litigation set forth above, the putative class would continue to have no guarantee of success on any of the claims advanced in this case. Thus, the parties and their counsel believe in good faith that the proposed resolution is a fair, reasonable, and adequate compromise.

44. At the time of this Settlement, a Motion for Class Certification had not been filed. As the Court never ruled on any such motion, neither side had a decided advantage in the litigation. Even if Plaintiff did obtain class certification of the claims, each claim is subject to substantial risk of a Defense verdict at trial.

45. Plaintiff's counsel has also interviewed several Class Members in the course of investigating and litigating this matter. Counsel has also reviewed hundreds of pages of documents produced by Defendants, Plaintiffs, and Class Members. This information, along with documents and information obtained through formal discovery and from Class Members, allowed Plaintiff's counsel to prepare a detailed Mediation Brief. The Brief was provided to opposing counsel and contained a breakdown of potential damages based on all of the information obtained from all Parties. Defendants also provided a detailed mediation brief, outlining its defenses to both class certification and liability.

46. Class Counsel has considerable experience in wage and hour and class action litigation. William Sullivan has over 30 years of experience, 29 years of which has been devoted to both prosecuting and defending class action litigation. Mr. Yaeckel has over 14 years of experience in "class litigation." Mr. Archer has about 1 year of experience in class action litigation.

47. Based on this experience, and all other relevant factors addressed above, our firm believes the

Agreement to represent a fair, adequate and reasonable settlement that is well within the accepted range of recoveries for similar wage and hour class actions. We further believe the Agreement is in the best interests of the Settlement Class Members.

48. Based on this experience, we also believe the $17,500.00 allocation towards the PAGA claims is a fair, reasonable, and adequate allocation, especially given the risks of mitigation identified above.

49. Prior to preliminary approval, what can be said of the reaction the class members is limited. However, our office has spoken to some Class Members since the parties reached a proposed settlement agreement, and <u>all</u> were in favor of the settlement.

50. Plaintiff's Counsel has reviewed the Sacramento County Superior Court checklist for Class and PAGA Approval Motions and believes the briefing for this Motion complies with the checklist. **<u>Please Note</u>**: the settlement agreement confirms a 30 day notice period. However, the parties have agreed to amend that to a 60 day period given the Court's stated preference in its Complex Litigation Department "Checklist" regarding Class and PAGA Approval Motions.

51. Effective as of May 2, 2025, Sullivan & Yaeckel Law Group, APC ("S&Y") and Capstone Law APC ("Capstone") entered into a Fee Split Agreement, whereby attorneys' fees ae to be split as follows: 70% to S&Y and 30% to Capstone. The Client, Angelica Nguyen, was informed in writing and consented to the proposed fee division.

52. The Agreement allows for up to $15,000 in costs. Plaintiff Counsels' cost thus far are equal to $11,778.73. The costs include, filing and service fees (including the Complaint and all other pleadings), all e-file charges, LWDA filing fees and attorney messenger fees; Mediation Fees; Legal Research and Postage and Copying Costs. All cost were necessary to the continued prosecution of this matter. Attached as **Exhibit C** is an itemized Cost Worksheet on behalf of Plaintiff Nguyen that has been contemporaneously maintained and updated by my office. This is a true and accurate summary of the costs incurred by Plaintiff's Counsel thus far. Plaintiff's Counsel anticipates that final costs will be closer to the $15,000 amount stated in the Agreement and will provide an updated Cost Worksheet at the time of Final Approval.

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53. Aggrieved Employees worked a total of approximately 5,890 pay periods during the PAGA Period.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 23rd day of April, 2026.

Eric K. Yaeckel

Eric K. Yaeckel

Exhibit A

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Attorneys for Plaintiff ANGELICA NGUYEN, Individually, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ANGELICA NGUYEN, Individually, and on behalf of other members of the general public similarly situated, Plaintiff v. MICNAN LLC, a Limited Liability Company doing business in California; TOOLEY OIL COMPANY, a California Corporation; TOOLEY PROPERTIES, LLC., a California Limited Liability Company; and DOES 1-10, inclusive Defendants	CASE NO.: 25CV015058 *Assigned for all purposes to the Honorable Jill H. Talley, department 23* **JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AND RELEASE**

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff ANGELICA NGUYEN ("Plaintiff") and Defendants MICNAN, LLC, TOOLEY OIL COMPANY and TOOLEY PROPERTIES, LLC (collectively hereafter "Defendants.") The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations and claims under the California Labor Code and Private Attorneys' General Act ("PAGA") on an individual, class and representative basis against Defendants captioned *Angelica Nguyen v. Micnan, LLC, et al.*, Case No. 25CV015058, initiated on June 25, 2025 and pending in Superior Court of the State of California, County of Sacramento.

1.2 "Administrator" means CAC Services Group, LLC, 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 Preliminary Approval of the Settlement.

1.4 "Aggrieved Employee" means all persons employed by Defendants as hourly non-exempt employees in California during the period of June 24, 2024 to the date of preliminary approval of the settlement, or (b) the Alternate End Date (the "PAGA Period").

1.5 "Class" means all persons employed by Defendants as hourly non-exempt employees in California, who did not sign arbitration agreements, during the period of June 25, 2021 to the date of preliminary approval of the settlement, or (b) the Alternate End Date (the "Class Period"). It shall be an opt-out class.

1.6 "Class Counsel" means Eric Yaeckel and Cody Archer of Sullivan & Yaeckel Law Group, APC. as well as Ryan Tish and Alexander Wallin of Capstone Law APC.

1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8 "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

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

1.11 "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from June 25, 2021, to the date of preliminary approval of the settlement or the Alternate End Date described in Section 8 below.

1.13 "Class Representative" means the named Plaintiff in the operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.14 "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15 "Court" means the Superior Court of California, County of Sacramento.

1.16 "Defendants" means collectively Defendants MICNAN, LLC, TOOLEY OIL COMPANY and TOOLEY PROPERTIES, LLC.

1.17 "Defense Counsel" means Robin E. Largent of Martenson, Hasbrouck & Simon, LLP.

1.18 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the

Judgment is final. Final means when all of the following events have occurred: (1) The Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants' Counsel; (2) The Court has given preliminary approval to the Settlement; (3) The Court has held a Final Settlement Approval Hearing and has entered a Final Order and Judgment, approving the Settlement. It is the Parties' intention that the Settlement shall be final for purposes of the Effective Date at the time of Final Approval, if no objections to the settlement are filed. Only in the event that written objections are filed prior to the Final Settlement Approval Hearing, which are not later withdrawn prior to final approval, the Effective Date shall be the later of: (a) the date of final affirmance on an appeal of the Judgment; the expiration of the time for a petition to review the Judgment; and, if review is granted, the date of final affirmance of the Judgment following review; or (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date for filing any appeal from the Judgment either (i) the date sixty (60) calendar days after the entry of Final Judgment and Order Approving Settlement, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (ii) in the event a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and Order Approving Settlement, the date sixty (60) calendar days after such reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise.

1.19 "Final Approval" means the Court's order granting final approval of the Settlement.

1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21 "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22 "Gross Settlement Amount" means One Hundred Seventy-Five Thousand Dollars and Zero Cents ($175,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the

Administrator's Expenses.

1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.27 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31 "PAGA Period" means the period from June 24, 2024, through the date of preliminary approval of the settlement.

1.32 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.33 "PAGA Notice" means Plaintiff Nguyen's June 24, 2025 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.34 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount ($17,500.00), allocated 35% to the Aggrieved Employees ($6,125.00) and 65% to LWDA ($11,375.00) in settlement of PAGA claims.

1.35 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36 "Plaintiff" means Angelica Nguyen, the named plaintiff in the Action.

1.37 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41 "Released Parties" means Defendants Micnan LLC, Tooley Oil Company and Tooley Properties, LLC and each of their current and former direct and indirect affiliates, other related business entities, parents, and equity holders, owners, members, officers, directors, and each of their respective divisions, subsidiaries, joint ventures, customers, partners, actual or alleged joint employers, officers, directors, employees, contractors, agents, principals, representatives, accountants, auditors, consultants, other representatives or persons or acting by, under or in concern with any of the forgoing, and each of the forgoing successors, predecessors and heirs, and any other persons that could be jointly liable with Defendants for any of the Released Claims.

1.42 "Request for Exclusion" means a Class Members' submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43 "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45 "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. **RECITALS**.

2.1 On June 25, 2025, Plaintiff Nguyen commenced this Action by filing a Complaint alleging a proposed Class Action asserting meal and rest period violations, minimum wage and overtime violations, wage statement and final pay violations, and failure to reimburse business expenses. Plaintiff Nguyen filed a First Amended Complaint on August 28, 2025, adding representative PAGA claims for penalties based on the same violations asserted in her original complaint as well as for alleged failure to provide suitable seating and resting facilities. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On January 22, 2026, following negotiations facilitated by experienced wage and hour mediator Anthony Pantoni, the parties agreed to the key terms of a settlement of the Action.

2.4 Prior to settlement, Plaintiff obtained, through formal and informal discovery, time and pay records for putative class members, and relevant documents and information related to Defendants' employment policies and practices. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5 The Parties stipulate to class certification for settlement purposes only.

2.6 The Parties, Class 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, Defendants promise to pay One Hundred and Seventy-Five Thousand Dollars and Zero Cents ($175,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars ($10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3%, which is currently estimated to be $58,333.33, and a Class Counsel Litigation Expenses Payment of not more than $15,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class 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 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment. As was agreed to in writing by the Plaintiff, of the total attorneys' fees awarded 70% shall go to Sullivan & Yaeckel Law Group, APC and 30% shall go to Capstone Law, APC.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $6,827.26 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 $6,827.26, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 75% of each Participating Class Member's Individual Class Payment will be evenly allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class

Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $17,500.00 to be paid from the Gross Settlement Amount, with 65% ($11,375.00) allocated to the LWDA PAGA Payment and 35% ($6,125.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($6,125.00) 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.

3.2.5.2 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 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate, and Plaintiff agrees, there are 96 Class Members who collectively worked a total of approximately 3,500 Workweeks during the Class Period. There are approximately 5,890 Pay Periods worked by Aggrieved Employees during the PAGA Period.

4.2 Class Data. Not later than 10 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class 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 Class Data.

4.3 <u>Funding of Gross Settlement Amount</u>. Defendants (or its counsel) shall ensure it has fully funded the Gross Settlement Amount, and also funded the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 calendar days after the Effective Date.

4.4 <u>Payments from the Gross Settlement Amount</u>. Within 10 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. 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 a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or 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 Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 <u>Plaintiff's Release</u>. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences with Released Parties up to the Effective Date of this Agreement, 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; (b) all PAGA claims that were, or have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notices, or ascertained during the Action and released under 5.2, below; and all claims and causes of action arising from her employment and termination of employment with Defendants ("Plaintiff's Release.") This is meant to be a general release as to Plaintiff. However, Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. 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.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release and in consideration of Plaintiff's Service Payment, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the 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.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving alleged meal and/or rest break violations; (c) any and all claims involving the alleged failure to pay for all hours worked, including overtime at the proper rate; (d) any and all claims involving the alleged failure to properly reimburse reasonable business expenses; (e) any and all claims involving the alleged failure to pay all wages owed on separation of employment, including accrued vacation time pay or waiting time penalties; and (f) any and all claims involving the alleged failure to provide itemized wage statements in compliance with California law, etc.]. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

5.3 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 civil penalties under PAGA, whether known or unknown, to recover wages, damages, penalties, attorneys' fees, litigation costs, restitution, or equitable relief, which all Aggrieved Employees, the LWDA, and any other representative, proxy, or agent thereof, had, or may claim to have, that were alleged or could have been alleged in the Action based upon the facts alleged and legal assertions alleged, whether or not specifically delineated as a claim or cause of action in the Action through the end of the PAGA Period, including but not limited to those alleged in the PAGA Notice and the Operative Complaint in the Action, including claims that reasonably arise out of or arise in connection with the claims and facts alleged in the Action, and any claims which could have reasonably been asserted in the Action arising from the alleged facts and/or primary rights alleged to have been invaded, including any and all claims for failure to pay all wages owed, failure to provide meal breaks, failure to provide rest breaks, failure to reimburse business expenses, failure to provide accurate wage statements, failure to pay all wages owed on separation of employment, and failure to provide suitable seating and resting facilities ("PAGA Released Claims"). The PAGA Released Claims are further released by Plaintiff in her representative capacity as an authorized proxy and agent for the State of California and the LWDA and as private attorney general acting on behalf of herself and the Aggrieved Employees, for civil penalties under the PAGA, based on any claim that arises under the California Labor Code and forever bar the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all allegedly aggrieved employees, from pursuing any action against the Released Parties for the PAGA Released Claims.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree that Plaintiff's Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"), subject to approval by Defendants' counsel.

6.1 Plaintiff's Responsibilities. Plaintiff's counsel will prepare Plaintiff's motion for preliminary approval. Not later than three (3) days prior to the submission of the motion for preliminary approval of this Settlement Agreement to the Court, Class Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to counsel for Defendant for their review and comment.

6.2 Responsibilities of Counsel. As soon as practicable after execution of this Settlement Agreement, the Class Representatives and Class Counsel shall apply to the Court for the entry of a preliminary approval order which would accomplish the following:

a. Schedule a hearing (the "**Final Approval Hearing**") on the question of whether the Settlement, including, *inter alia*, the payment of Attorneys' Fees and Costs, Enhancement Award, and PAGA Amount should be finally approved as fair, reasonable, and adequate, and finally resolving any outstanding issues or disputes remaining from the administration of the notice of the settlement;

b. Approve, as to form and content, the proposed Notice;

c. Direct the mailing of the Notice by first class mail to the Class Members;

d. Preliminarily approve the Settlement and monetary allocations for awards/payments of Attorneys' Fees and Costs, Settlement Administration Costs, Enhancement Award, and PAGA Amount, subject to the final review and approval by the Court;

e. Preliminarily approve CAC Services Group, LLC as the Settlement Administrator;

Plaintiff's Counsel shall be responsible for ensuring that all required submittals and notifications to the LWDA under PAGA regarding this Settlement are made by Plaintiff.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, Class 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 Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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 CAC Services Group, LLC to serve as the Administrator and verified that, as a condition of appointment, CAC Services Group, LLC 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 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members and Workweeks in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than

7 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 30 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future

PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's preliminary determination with respect to any such challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 30 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 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.

7.8.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 5 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES**. Based on its records, Defendants estimate, and Plaintiff agrees, that, as of the mediation on January 31, 2026, (1) there are 96 Class Members and who collectively worked approximately 3,500 Total Workweeks during the Class Period. If at the time of Preliminary Approval, there is a ten percent (10%) increase in the number of reported Workweeks, such increase shall, at Defendants' option, trigger an escalation of the Gross Settlement Amount in the amount equivalent to one percent (1%) for every one percent (1%) increase in workweeks over the ten percent (10%) threshold, or Defendants may choose to have the Class Period end on the last workweek prior to exceeding the 10% threshold (the "Alternate End

Date").

9. **DEFENDANTS' RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may elect, but is not obligated, to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw no later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL**. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 3 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 <u>Response to Objections</u>. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 <u>Duty to Cooperate</u>. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or

Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, 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.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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.

10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil

Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' 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).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary 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 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, Class Counsel, Defendants and Defense

Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, 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. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 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.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

12.6 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.

12.7 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.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants 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.

12.9 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.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 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.

12.12 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.

12.13 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.

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

Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15 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.

12.16 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.

12.17 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:

To Plaintiffs:
Eric Yaeckel
Cody Archer
Sullivan & Yaeckel Law Group, APC
2330 Third Avenue
San Diego, CA 92101

To Defendants:
Robin E. Largent
MARTENSON, HASBROUCK & SIMON LLP
455 Capitol Mall, Suite 400
Sacramento, CA 95814

12.18 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.

12.19 Representations Regarding Solvency and Ability to Fund. Defendants represent that their businesses are solvent, and Defendants are able to pay the Settlement Amount within the time frame set forth herein. Defendants agree that the failure to review their financial statuses before entering this Settlement Agreement shall be deemed an intentional misrepresentation. Defendants further affirm that they have not consulted or retained bankruptcy counsel or contemplated a bankruptcy filing as of the date of this Settlement.

12.20 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

[SIGNATURE PAGES TO FOLLOW]

Date: 04 / 08 / 2026

PLAINTIFF

Angelica Nguyen

Date: 4/8/2026

DEFENDANT MICNAN LLC

DocuSigned by:

F188F13BD904468...

By: Mike Tooley

Its: Member

Date: 4/8/2026

DEFENDANT TOOLEY OIL COMPANY

DocuSigned by:

F188F13BD904468...

By: Mike Tooley

Its: Member

Date: 4/8/2026

DEFENDANT TOOLEY PROPERTIES LLC

DocuSigned by:

F188F13BD904468...

By: Mike Tooley

Its: Member

Dated: April __, 2026

SULLIVAN & YAECKEL LAW GROUP, APC

By: Cody Archer

Eric K. Yaeckel
Cody D. Archer
Attorneys for Plaintiff ANGELICA NGUYEN

Dated: April __, 2026

MARTENSON, HASBROUCK & SIMON, LLP

By: ______________________

Robin E. Largent
Attorney for Defendants MICNAN LLP, TOOLEY OIL COMPANY and TOOLEY PROPERTIES LLC

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

ANGELICA NGUYEN, Individually, and on behalf of other members of the general public similarly situated, Plaintiff, v. MICNAN LLC, a Limited Liability Company doing business in California; TOOLEY OIL, COMPANY, a California Corporation; TOOLEY PROPERTIES, LLC., a California Limited Liability Company; and DOES 1-10, inclusive Defendants	Case No. 25CV015058 JUDGE: Honorable Jill H. Talley DEPARTMENT: 8A **NOTICE OF CLASS ACTION SETTLEMENT**

I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the following case: *Angelica Nguyen v. Micnan LLC, Tooley Oil Company, Tooley Properties LLC, et al.*, Sacramento Superior Court Case No. 25CV015058 (hereinafter the "Action").

This notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) to advise you of your rights and options with respect to the Settlement.

You are receiving this notice by order of the Court because the records of Micnan LLC, Tooley Oil Company, Tooley Properties LLC (hereinafter collectively referred to as "Micnan"), indicate that you are a current or former Micnan non-exempt employee who worked in California since June 25, 2021 and **you have been identified as eligible to receive a portion of the settlement amount**.

This is **not** a notice of a lawsuit against you. **You are not being sued**. Your participation in the Settlement will **not** affect your employment with Micnan in any way whatsoever.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On June 25,2025, former Micnan employee Angelica Nguyen filed a lawsuit in which she alleged violations of California wage- and-hour laws on a class action and representative basis as to all of Micnan's current and former non-exempt employees in California. On August 28, 2025, Angelica Nguyen also filed a First Amended Complaint, adding PAGA claims in the Superior Court of California, County of Sacramento, Case No. 24STCV31655, based on the same alleged violations in her wage and hour class action.

The Action alleges that Micnan failed to pay its non-exempt hourly employees all regular, minimum, or overtime wages, as required by California law; failed to provide meal and rest periods under the California Labor Code and Wage Orders; failed to pay all wages at the correct rate of pay, including overtime, sick pay, and meal period and rest break premiums; failed to timely pay all wages owed during and/or on separation of employment; failed to reimburse employees for all business-related expenses; and failed to provide employees with accurate and complete pay statements. The Class Action also alleges violations under the California Business and Professions Code §§ 17200 et seq. based on the foregoing state law claims and also seeks penalties under California's Private Attorneys General Act ("PAGA") set forth in California Labor Code §§ 2699 et seq. for the foregoing violations and for failure to provide suitable seating and resting facilities.

The individual who is suing Micnan are referred to in this document as "Plaintiff." Plaintiff's attorneys, [identified below], have been litigating the Action in State Court prior to this settlement.

Micnan claims that the members of the Class have been paid all monies that were due to them, maintains that it has complied with all California's wage-and-hour laws, and adamantly denies all wrongdoing.

The Court has not ruled on whether Plaintiff's allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Micnan have negotiated a settlement whereby Micnan has agreed to pay up to **$175,000.00** to resolve the matter. You have been identified as eligible to receive a portion of this amount.

This settlement is **not** an admission by Micnan of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The Settlement is on behalf of a Class of employees and on behalf of a group of Aggrieved Employees.

The "Class" includes all persons who were employed by and worked for Micnan in California as a non-exempt employee from June 25, 2021 to the date of the preliminary approval of the settlement ("the Class Period"), and who do not have an arbitration agreement with Micnan (the "Class").

The "Aggrieved Employees" include all persons who were employed by and worked for Micnan in California as non-exempt employees from June 24, 2024 to the date of preliminary approval of the settlement (the "PAGA Period").

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. Micnan will pay up to One Hundred Seventy-Five Thousand and No Cents ($175,000.00) to settle the claims of all Class Members and Aggrieved Employees.

B. A claims administrator has been appointed by the Court to administer the settlement. The claims administrator will pay from the $175,000.00: (1) Plaintiff's counsels' attorneys' fees, up to one-third of the settlement value (or $58,333.33); (2) Plaintiff's counsel costs of litigation, up to the amount of $13,000.00; (3) The expenses of administering the settlement, up to the amount of $6,827.26; (4) an Enhancement Awards of up to $10,000 for Plaintiff's role in pursuing the litigation; and (5) A payment of $11,375.00 to the California Labor & Workforce Development Agency, representing 65% of the $17,500.00 allocated to the settlement of Plaintiff's claim for civil penalties under PAGA ("the PAGA Payment"). The remainder will be paid to the Class Members in settlement of their individual claims (the "Class Payment").

C. The Class Payment will be divided among all Class Members based on the estimated number of weeks worked for Micnan in California by each Class Member during the Class Period. That is, the Class Payment will be divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a "Weekly Settlement Value." A "qualified week" is any week in which a Class Member worked for Micnan in California during the Class Period. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for Micnan during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.

The PAGA Payment will be divided among all Aggrieved Employees based on the estimated number of Pay Periods worked for Micnan in California by each Aggrieved Employee during the PAGA Period. That is, the PAGA Payment will be divided by the number of aggregate qualified weeks worked by all Aggrieved Employees during the PAGA Period to produce a "PAGA Pay Period Settlement Value." Aggrieved Employees cannot opt out of the settlement. Aggrieved Employees will receive a settlement payment in the amount of the total number of qualified pay periods the Aggrieved Employee worked for Micnan during the PAGA Period multiplied by the PAGA Pay Period Settlement Value, less applicable withholdings.

D. Corresponding to Micnan's records, you worked for Micnan in the State of California for approximately ______workweeks during the Class Period and ___ pay periods during the PAGA Period. Your portion of the Settlement Payment will be based on the above information. If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Claims Administrator via U.S. Mail, at __________________. Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

The estimated value of each workweek for purposes of calculating Settlement Payments to all Class Members is approximately: <<AMOUNT>> ,and the estimated value of each pay period for purposes of calculating settlement payments for PAGA Settlement Members is _______. Your settlement amount will be calculated by multiplying these amounts by the number of weeks and/or pay periods you worked for Micnan during the Class Period and PAGA Period. Your estimated settlement amount is
_____This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members.

E. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release Micnan and their past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and each of their past, present, and future shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies that from all claims that were or could have been asserted based on the factual allegations in the Operative Complaint or based on any facts discovered in the course of the Action, including (without limitation), claims for failure to pay minimum or overtime wages, failure to provide meal and rest periods or to pay meal and rest period premiums, failure to properly calculate the regular rate of pay; failure to indemnify necessary business expenses, failure to pay all wages due to discharged or quitting employees, including but not limited to accrued vacation and/or waiting time penalties; failure to pay wages timely during employment; failure to reimburse necessary business expenses; failure to provide accurate itemized wage statements; failure to maintain accurate records; failure to provide suitable seating and/or resting facilities; claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the Wage Orders promulgated thereunder, California Business and Professions Code section 17200, et seq., and claims for injunctive relief, punitive damages, attorneys' fees and costs, penalties of any nature (including PAGA civil penalties and statutory penalties), interest, fees, and costs) for the time period of June 25, 2021 to the date of the preliminary approval of the settlement. You will be barred from prosecuting any of the Released Class Claims against the Released Parties.

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 civil penalties under PAGA, whether known or unknown, to recover wages, damages, penalties, attorneys' fees, litigation costs, restitution, or equitable relief, which all Aggrieved Employees, the LWDA, and any other representative, proxy, or agent thereof, had, or may claim to have, that were alleged or could have been alleged in the Action based upon the facts alleged and legal assertions alleged, whether or not specifically delineated as a claim or cause of action in the Action through the end of the PAGA Period, including but not limited to those alleged in the PAGA Notice and the Operative Complaint in the Action, including claims that reasonably arise out of or arise in connection with the claims and facts alleged in the Action, and any claims which could have reasonably been asserted in the Action arising from the alleged facts and/or primary rights alleged to have been invaded, including any and all claims for failure to pay all wages owed, failure to provide meal breaks, failure to provide rest breaks, failure to reimburse business expenses, failure to provide accurate wage statements, failure to pay all wages owed on separation of employment, and failure to provide suitable seating and resting facilities ("PAGA Released Claims"). The PAGA Released Claims are further released by Plaintiff in her representative capacity as an authorized proxy and agent for the State of California and the LWDA and as private attorney general acting on behalf of herself and the Aggrieved Employees, for civil penalties under the PAGA, based on any claim that arises under the California Labor Code and forever bar the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all allegedly aggrieved employees, from pursuing any action against the Released Parties for the PAGA Released Claims.

F. Please Note: Individuals who fall within the definition of the Class may choose to request exclusion or "opt-out" of the Class under such procedures specified herein. Any such persons who opt-out of the Class ("Opt-Outs") will not receive an Individual Class Payment. However, you may not opt-out of the portion of the Settlement relating to the settlement of claims under PAGA. Even if a Class Member opts-out, they will still receive an Individual PAGA Payment. You will be bound by the PAGA portion of the release whether or not you cash the check for your portion of the PAGA penalties before it becomes void. Class Members who opt- out will only be bound by the release of the PAGA claims and will retain all other rights in their individual capacity.

V. WHAT ARE MY OPTIONS?

A. ***You may accept your share of the $175,000.00 settlement and be bound by the release of all claims described above.*** Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the claims administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void; ***or***

B. ***You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement***. If you choose to be excluded, by no later than (60 calendar days after mailing of this Notice), you must send a written request for exclusion, by mail, to the claim's administrator, ______, located at ___. In order to be considered valid, your request for exclusion ***must*** include the case name and number of the Action, your name, your address, your telephone number, the last four digits of your Social Security Number, your signature, and must clearly state that you do not wish to be included in the settlement.

C. ***You may object to the settlement.*** The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the settlement and will issue you a check.

B. For Class Payment, twenty five percent (25%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining seventy five percent (75%). You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement. For PAGA Payment, One Hundred Percent (100%) of your share of the settlement will be attributable to IRS Form 1099.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the claims administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A final approval hearing will be held before the Court on _________, 2026, at _____ a.m., in Department 8A of the Sacramento County Superior Court, located at the Gordon D. Schaber Courthouse, 720 9th Street, Room 102, Sacramento, California 95814, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan & Yaeckel Law Group, APC (contact information below), counsel for Plaintiff and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Procedures for making remote appearances at the hearing are allowed, but are subject to change. However, those procedures are posted on the Court's website at: https://saccourt-ca-gov.zoomgov.com/my/sscdept23 You should check the Court website for up-to-date information before attempting to make a remote appearance.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the Settlement (with the exception of the PAGA portion of the Settlement) and telling the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *Angelica Nguyen v. Micnan LLC, Tooley Oil Company, Tooley Properties LLC, et al., Sacramento Superior Court Case No. 25CV015058*. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number and/or your Micnan employee ID number, your address, the specific reasons you object to the terms of the Settlement, and your signature. Mail the objection to the Settlement Administrator address at ____________________ or fax to ________________ on or before ___________, 2026 (60 calendar days after mailing of this Notice). A written objection is optional. You may also appear the Final Approval Hearing, as described in Section VII, above, to have any objections heard by the Court.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number *25CV015058*. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of Sacramento County Superior Court, located at the Gordon D. Schaber Courthouse, 720 9th Street, Room 102, Sacramento, California 95814. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, https://services.saccourt.ca.gov/PublicCaseAccess/Civil, through the link to the "Register of Actions."

If you have any questions, you can call the Claims Administrator at _____ or any of Class Counsel (see below for phone numbers.)

<u>ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS</u>

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ATTORNEYS REPRESENTING MICNAN

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rlargent@martensonlaw.com
455 Capitol Mall, Suite 400
Sacramento, California 95814

PLEASE DO NOT CALL THE COURT, MICNAN, MICNAN'S CORPORATE OFFICE AND MANAGERS, OR MICNAN'S ATTORNEYS REGARDING THIS SETTLEMENT.

Dropbox Sign

Audit trail

Title	Long Form Settlement -Nguyen 7477
File name	Nguyen_v_Tooley_-...ment__Final__.pdf
Document ID	446d0a22e6f3a9098939791b8cf2e850b168fc04
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**04 / 08 / 2026** 20:41:29 UTC	Sent for signature to Angelica Nguyen (amnguyen430@gmail.com) from denice@sullivanlawgroupapc.com IP: 98.173.41.85
VIEWED	**04 / 08 / 2026** 20:41:58 UTC	Viewed by Angelica Nguyen (amnguyen430@gmail.com) IP: 67.181.221.23
SIGNED	**04 / 08 / 2026** 20:45:00 UTC	Signed by Angelica Nguyen (amnguyen430@gmail.com) IP: 67.181.221.23
COMPLETED	**04 / 08 / 2026** 20:45:00 UTC	The document has been completed.

Exhibit B

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

ANGELICA NGUYEN, Individually, and on behalf of other members of the general public similarly situated, Plaintiff, v. MICNAN LLC, a Limited Liability Company doing business in California; TOOLEY OIL, COMPANY, a California Corporation; TOOLEY PROPERTIES, LLC., a California Limited Liability Company; and DOES 1-10, inclusive Defendants	Case No. 25CV015058 JUDGE: Honorable Jill H. Talley DEPARTMENT: 8A **NOTICE OF CLASS ACTION SETTLEMENT**

I. WHY DID I GET THIS NOTICE?

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II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On June 25,2025, former Micnan employee Angelica Nguyen filed a lawsuit in which she alleged violations of California wage- and-hour laws on a class action and representative basis as to all of Micnan's current and former non-exempt employees in California. On August 28, 2025, Angelica Nguyen also filed a First Amended Complaint, adding PAGA claims in the Superior Court of California, County of Sacramento, Case No. 24STCV31655, based on the same alleged violations in her wage and hour class action.

The Action alleges that Micnan failed to pay its non-exempt hourly employees all regular, minimum, or overtime wages, as required by California law; failed to provide meal and rest periods under the California Labor Code and Wage Orders; failed to pay all wages at the correct rate of pay, including overtime, sick pay, and meal period and rest break premiums; failed to timely pay all wages owed during and/or on separation of employment; failed to reimburse employees for all business-related expenses; and failed to provide employees with accurate and complete pay statements. The Class Action also alleges violations under the California Business and Professions Code §§ 17200 et seq. based on the foregoing state law claims and also seeks penalties under California's Private Attorneys General Act ("PAGA") set forth in California Labor Code §§ 2699 et seq. for the foregoing violations and for failure to provide suitable seating and resting facilities.

The individual who is suing Micnan are referred to in this document as "Plaintiff." Plaintiff's attorneys, [identified below], have been litigating the Action in State Court prior to this settlement.

Micnan claims that the members of the Class have been paid all monies that were due to them, maintains that it has complied with all California's wage-and-hour laws, and adamantly denies all wrongdoing.

The Court has not ruled on whether Plaintiff's allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Micnan have negotiated a settlement whereby Micnan has agreed to pay up to **$175,000.00** to resolve the matter. You have been identified as eligible to receive a portion of this amount.

This settlement is **not** an admission by Micnan of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The Settlement is on behalf of a Class of employees and on behalf of a group of Aggrieved Employees.

The "Class" includes all persons who were employed by and worked for Micnan in California as a non-exempt employee from June 25, 2021 to the date of the preliminary approval of the settlement ("the Class Period"), and who do not have an arbitration agreement with Micnan (the "Class").

The "Aggrieved Employees" include all persons who were employed by and worked for Micnan in California as non-exempt employees from June 24, 2024 to the date of preliminary approval of the settlement (the "PAGA Period").

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. Micnan will pay up to One Hundred Seventy-Five Thousand and No Cents ($175,000.00) to settle the claims of all Class Members and Aggrieved Employees.

B. A claims administrator has been appointed by the Court to administer the settlement. The claims administrator will pay from the $175,000.00: (1) Plaintiff's counsels' attorneys' fees, up to one-third of the settlement value (or $58,333.33); (2) Plaintiff's counsel costs of litigation, up to the amount of $13,000.00; (3) The expenses of administering the settlement, up to the amount of $6,827.26; (4) an Enhancement Awards of up to $10,000 for Plaintiff's role in pursuing the litigation; and (5) A payment of $11,375.00 to the California Labor & Workforce Development Agency, representing 65% of the $17,500.00 allocated to the settlement of Plaintiff's claim for civil penalties under PAGA ("the PAGA Payment"). The remainder will be paid to the Class Members in settlement of their individual claims (the "Class Payment").

C. The Class Payment will be divided among all Class Members based on the estimated number of weeks worked for Micnan in California by each Class Member during the Class Period. That is, the Class Payment will be divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a "Weekly Settlement Value." A "qualified week" is any week in which a Class Member worked for Micnan in California during the Class Period. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for Micnan during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.

The PAGA Payment will be divided among all Aggrieved Employees based on the estimated number of Pay Periods worked for Micnan in California by each Aggrieved Employee during the PAGA Period. That is, the PAGA Payment will be divided by the number of aggregate qualified weeks worked by all Aggrieved Employees during the PAGA Period to produce a "PAGA Pay Period Settlement Value." Aggrieved Employees cannot opt out of the settlement. Aggrieved Employees will receive a settlement payment in the amount of the total number of qualified pay periods the Aggrieved Employee worked for Micnan during the PAGA Period multiplied by the PAGA Pay Period Settlement Value, less applicable withholdings.

D. Corresponding to Micnan's records, you worked for Micnan in the State of California for approximately ______workweeks during the Class Period and ___ pay periods during the PAGA Period. Your portion of the Settlement Payment will be based on the above information. If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Claims Administrator via U.S. Mail, at __________________. Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

The estimated value of each workweek for purposes of calculating Settlement Payments to all Class Members is approximately: <<AMOUNT>> ,and the estimated value of each pay period for purposes of calculating settlement payments for PAGA Settlement Members is _______. Your settlement amount will be calculated by multiplying these amounts by the number of weeks and/or pay periods you worked for Micnan during the Class Period and PAGA Period. Your estimated settlement amount is _____This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members.

E. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release Micnan and their past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and each of their past, present, and future shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies that from all claims that were or could have been asserted based on the factual allegations in the Operative Complaint or based on any facts discovered in the course of the Action, including (without limitation), claims for failure to pay minimum or overtime wages, failure to provide meal and rest periods or to pay meal and rest period premiums, failure to properly calculate the regular rate of pay; failure to indemnify necessary business expenses, failure to pay all wages due to discharged or quitting employees, including but not limited to accrued vacation and/or waiting time penalties; failure to pay wages timely during employment; failure to reimburse necessary business expenses; failure to provide accurate itemized wage statements; failure to maintain accurate records; failure to provide suitable seating and/or resting facilities; claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the Wage Orders promulgated thereunder, California Business and Professions Code section 17200, et seq., and claims for injunctive relief, punitive damages, attorneys' fees and costs, penalties of any nature (including PAGA civil penalties and statutory penalties), interest, fees, and costs) for the time period of June 25, 2021 to the date of the preliminary approval of the settlement. You will be barred from prosecuting any of the Released Class Claims against the Released Parties.

<u>Release by Aggrieved Employees:</u> 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 civil penalties under PAGA, whether known or unknown, to recover wages, damages, penalties, attorneys' fees, litigation costs, restitution, or equitable relief, which all Aggrieved Employees, the LWDA, and any other representative, proxy, or agent thereof, had, or may claim to have, that were alleged or could have been alleged in the Action based upon the facts alleged and legal assertions alleged, whether or not specifically delineated as a claim or cause of action in the Action through the end of the PAGA Period, including but not limited to those alleged in the PAGA Notice and the Operative Complaint in the Action, including claims that reasonably arise out of or arise in connection with the claims and facts alleged in the Action,

and any claims which could have reasonably been asserted in the Action arising from the alleged facts and/or primary rights alleged to have been invaded, including any and all claims for failure to pay all wages owed, failure to provide meal breaks, failure to provide rest breaks, failure to reimburse business expenses, failure to provide accurate wage statements, failure to pay all wages owed on separation of employment, and failure to provide suitable seating and resting facilities ("PAGA Released Claims"). The PAGA Released Claims are further released by Plaintiff in her representative capacity as an authorized proxy and agent for the State of California and the LWDA and as private attorney general acting on behalf of herself and the Aggrieved Employees, for civil penalties under the PAGA, based on any claim that arises under the California Labor Code and forever bar the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all allegedly aggrieved employees, from pursuing any action against the Released Parties for the PAGA Released Claims.

F. Please Note: Individuals who fall within the definition of the Class may choose to request exclusion or "opt-out" of the Class under such procedures specified herein. Any such persons who opt-out of the Class ("Opt-Outs") will not receive an Individual Class Payment. However, you may not opt-out of the portion of the Settlement relating to the settlement of claims under PAGA. Even if a Class Member opts-out, they will still receive an Individual PAGA Payment. You will be bound by the PAGA portion of the release whether or not you cash the check for your portion of the PAGA penalties before it becomes void. Class Members who opt- out will only be bound by the release of the PAGA claims and will retain all other rights in their individual capacity.

V. WHAT ARE MY OPTIONS?

A. ***You may accept your share of the $175,000.00 settlement and be bound by the release of all claims described above.*** Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the claims administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void; ***or***

B. ***You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement***. If you choose to be excluded, by no later than (60 calendar days after mailing of this Notice), you must send a written request for exclusion, by mail, to the claim's administrator, ______, located at ___. In order to be considered valid, your request for exclusion ***must*** include the case name and number of the Action, your name, your address, your telephone number, the last four digits of your Social Security Number, your signature, and must clearly state that you do not wish to be included in the settlement.

C. ***You may object to the settlement.*** The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the settlement and will issue you a check.

B. For Class Payment, twenty five percent (25%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining seventy five percent (75%). You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement. For PAGA Payment, One Hundred Percent (100%) of your share of the settlement will be attributable to IRS Form 1099.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the claims administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A final approval hearing will be held before the Court on ________, 2026, at _____ a.m., in Department 8A of the Sacramento County Superior Court, located at the Gordon D. Schaber Courthouse, 720 9th Street, Room 102, Sacramento, California 95814, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan & Yaeckel Law Group, APC (contact information below), counsel for Plaintiff and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Procedures for making remote appearances at the hearing are allowed, but are subject to change. However, those procedures are posted on the Court's website at: https://saccourt-ca-gov.zoomgov.com/my/sscdept23 You should check the Court website for up-to-date information before attempting to make a remote appearance.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the Settlement (with the exception of the PAGA portion of the Settlement) and telling the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *Angelica Nguyen v. Micnan LLC, Tooley Oil Company, Tooley Properties LLC, et al., Sacramento Superior Court Case No. 25CV015058*. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number and/or your Micnan employee ID number, your address, the specific reasons you object to the terms of the Settlement, and your signature. Mail the objection to the Settlement Administrator address at ____________________ or fax to ________________ on or before ___________, 2026 (60 calendar days after mailing of this Notice). A written objection is optional. You may also appear the Final Approval Hearing, as described in Section VII, above, to have any objections heard by the Court.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number *25CV015058*. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of Sacramento County Superior Court, located at the Gordon D. Schaber Courthouse, 720 9th Street, Room 102, Sacramento, California 95814. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, https://services.saccourt.ca.gov/PublicCaseAccess/Civil, through the link to the "Register of Actions."

If you have any questions, you can call the Claims Administrator at _____ or any of Class Counsel (see below for phone numbers.)

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PLEASE DO NOT CALL THE COURT, MICNAN, MICNAN'S CORPORATE OFFICE AND MANAGERS, OR MICNAN'S ATTORNEYS REGARDING THIS SETTLEMENT.

Exhibit C

LWDA	$75.00	
Postage	$39.84	
One Legal	$1,524.89	
Knox	$346.15	
FedEx	$13.75	
Signature Resolution, LLC	$7,500.00	
Superior Court of CA (Sacramento County)	$1,000.00	
Transportation	$301.55	
Research	$552.00	
Copies	$425.55	
Subtotal	$11,778.73	1/15/2026