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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ALFONSO ALMARAZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

WORLD OIL CORP., a California Corporation;
and DOES 1 through 100,

Defendants.

Case No.: 23STCV18296

*[Assigned for all purposes to the Hon. David S.
Cunningham III, Dept. SS-11]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 28, 2025

Time: 10:00 a.m.

Dept.: SSC-11

Action Filed: August 2, 2023

Trial Date: None Set

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I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff Alfonso Almaraz (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. This declaration is submitted in support of Plaintiff's Supplemental Brief in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement in response to the questions posed by this Court in its May 14, 2025, Hearing on Motion for Preliminary Approval of Settlement. After attending the hearing, Plaintiff and Defendant Pan Pacific Petroleum Company, Inc. ("Defendant") (collectively, the "Parties") met and conferred regarding the issues raised by the Court, and addressed each of the issues.

3. At the May 14, 2025 Hearing, the Court instructed the Parties to revise the Settlement Agreement to clarify the definition of Effective Date and clarify that the releases shall go into effect after Defendant has funded the settlement.

4. The Parties have revised the definition of the Effective Date in Paragraph 1.18 to clarify that the Effective Date will occur *after* Defendant deposits the entire Gross Settlement Amount with the Administrator and after the Court's Judgment on its Order Granting Final Approval of the Settlement is "final," which, assuming no objections or appeals, shall be no later than sixty-five (65) days after the Court enters the Judgment. Likewise, the Parties updated the Notice Packet to clarify language related to the Effective Date. The Parties have confirmed that the releases in the Settlement Agreement, found in Paragraphs 5, *et seq.*, take effect upon the Effective Date, which is defined in Paragraph 1.18. For additional clarity, the Parties also revised Paragraph 5 ("Release of Claims") of the Settlement Agreement to state that the releases in the Settlement Agreement are "[e]ffective as of the Effective Date (which for avoidance of doubt includes Defendant's Funding of the Gross Settlement Amount as defined in Paragraph 4.2)."

1 5. The Effective Date, upon which the Class Member and Aggrieved Employee
2 Releases shall take effect, is defined in the Settlement Agreement as follows: “‘Effective Date’
3 means the date by when all of the following have occurred:
4 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the
5 Judgment is final; and (c) Defendant deposits the entire Gross Settlement Amount with the
6 Administrator. The Judgment is final as of the latest of the following occurrences: (a) if no
7 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
8 one or more Participating Class Members objects to the Settlement, the day after the deadline for
9 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
10 day after the appellate court affirms the Judgment without material modification and issues a
11 remittitur. *Assuming no objections or appeals, the Judgment is final sixty-five (65) days after the*
12 *Court enters a Judgment on its Order Granting Final Approval of the Settlement. For example, if*
13 *Judgment were entered on December 1, 2025, and no objections or appeals were filed, the*
14 *Judgment is final on February 4, 2026 (i.e., 65 days later).”*

15 6. At the May 14, 2025 Hearing, the Court instructed the Parties to revise the
16 Settlement Agreement to include a disclosure of the separate individual settlement agreement
17 entered into by Plaintiff and Defendant and stating that Plaintiff is waiving any representative
18 enhancement payment.

19 7. The Parties inserted a paragraph into the Settlement Agreement disclosing that
20 Plaintiff has entered into a separate, confidential, individual release with Defendant, for monetary
21 consideration, and in exchange for said consideration, Plaintiff has agreed to waive his right to
22 request an enhancement payment in this action. Likewise, the Parties updated the Notice Packet
23 to include the revised language.

24 8. The Release by Plaintiff is now fully disclosed in the Settlement Agreement and
25 Notice Packet and states: “Separate to and apart from any releases contained within this Second
26 Amended Class Action and PAGA Settlement Agreement, Plaintiff Alfonso Almaraz and
27 Defendant have entered into a separate, confidential, individual agreement in which Plaintiff, in
28 exchange for monetary consideration that is separate and apart from any and all consideration for

1 this Settlement, expressly agrees to fully, finally, and forever settle and release any and all claims,
2 known or unknown, suspected or unsuspected, that he may have against the Released Parties,
3 including, but not limited to, any and all claims relating to or arising from Plaintiff's relationship
4 with Defendant or any other Released Party. Given the separate consideration payment to
5 Plaintiff, he has agreed to waive his right to request an enhancement payment in this action."

6 9. Attached hereto as **Exhibit A** is the red-lined version of the Parties' Amended
7 Class Action and PAGA Settlement Agreement ("Settlement Agreement") and Court Approved
8 Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval
9 ("Notice Packet").

10 10. Attached hereto as **Exhibit B** is the final, fully executed version of the Settlement
11 Agreement and final version of the Notice Packet.

12 11. Attached hereto as **Exhibit C** is proof of submission of the revised Settlement
13 Agreement, Notice Packet, and supplemental briefing to the California Labor and Workforce
14 Development Agency.

15 I declare under penalty of perjury under the laws of California and the United States that
16 the foregoing is true and correct. Executed on July 11, 2025, at El Segundo, California.

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19 Andrew J. Rowbotham
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EXHIBIT A

SECOND AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Second Amended Class Action and PAGA Settlement Agreement and Class Notice (this “Agreement”) is made by and between Plaintiff Alfonso Almaraz (“Plaintiff”) and Defendant Pan Pacific Petroleum Company, Inc., d/b/a World Oil Transportation, a California corporation (“Defendant”). This Agreement refers to Plaintiff and Defendant collectively as the “Parties”, or individually as “Party”.

1. DEFINITIONS.

- 1.1 “Action” means Plaintiff’s lawsuit captioned *Alfonso Almaraz vs. Pan Pacific Petroleum Company, Inc.*, Case No. 23STCV18296, and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Phoenix Settlement Administrators, 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 settlement approval.
- 1.4 “Aggrieved Employees” means all non-exempt employees who worked for Defendant in California during the period commencing on August 2, 2022 and ending on April 1, 2024.
- 1.5 “Class” means all non-exempt employees who worked for Defendant in California during the period commencing on August 2, 2022 and ending on April 1, 2024, and who do not timely opt-out of the Settlement Class.
- 1.6 “Class Counsel” or “Plaintiff’s Counsel” means Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC.
- 1.7 “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees not to exceed 1/3 of the Gross Settlement Amount.
- 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reasonable verified litigation costs and expenses not to exceed \$20,000.
- 1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Members’ names, addresses, phone numbers, social security numbers, and pay period information.
- 1.10 “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.11 “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 (“NCOA”), skip traces, and direct contact by the Administrator with Class Members.
- 1.12 “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 and Spanish, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13 “Class Period” means the period commencing on August 2, 2022 and ending on April 1, 2024.
- 1.14 “Class Representative” means Alfonso Almaraz, who is the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendant” means Defendant Pan Pacific Petroleum Company, Inc., d/b/a World Oil Transportation.
- 1.17 “Defense Counsel” means Daryl S. Landy and Samuel S. Sadeghi of Morgan, Lewis & Bockius, LLP.
- 1.18 “Effective Date” means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final; and (c) Defendant deposits the entire Gross Settlement Amount with the Administrator. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment without material modification and issues a remittitur. Assuming no objections or appeals, the Judgment is final sixty-five (65) days after the Court enters a Judgment on its Order Granting Final Approval of the Settlement. For example, if Judgment were entered on December 1, 2025, and no objections or appeals were filed, the Judgment is final on February 4, 2026 (i.e., 65 days later).
- 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 “Gross Settlement Amount” means \$240,000, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below (Escalator Clause). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.22 “Individual Class Payment” means the Participating Class Member’s share of the Net Settlement Amount calculated in accordance with Paragraph 3.2.3.

- 1.23 “Individual PAGA Payment” means the Aggrieved Employee’s share of 25% of the PAGA Penalties (i.e., \$12,500) calculated in accordance with Paragraph 3.2.4.1.
- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).
- 1.26 “LWDA PAGA Payment” means the 75% portion of the PAGA Penalties (i.e., \$37,500) allocated and paid to the LWDA under Labor Code § 2699, subd. (i).
- 1.27 “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, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “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.
- 1.29 “PAGA Period” means the period commencing on August 2, 2022 and ending on April 1, 2024.
- 1.30 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.31 “PAGA Notice” means Plaintiff’s letters, dated August 2, 2023 and August 11, 2023, to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3, subd.(a).
- 1.32 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (i.e., \$50,000), allocated 25% to the Aggrieved Employees (\$12,500) and 75% to LWDA (\$37,500) in settlement of PAGA claims.
- 1.33 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.34 “Plaintiff” means Alfonso Almaraz, the named plaintiff in the Action.
- 1.35 “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.36 “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.
- 1.37 “Released PAGA Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.38 “Released Parties” means: Defendant and, with respect to Defendant, the following, either collectively or individually: any and all direct and indirect parent companies and subsidiary companies, and companies under common control with any of the foregoing (including, without limitation, World Oil Corp.), and its and their respective consultants, fiduciaries, agents, servants, exempt employees, contractors, partners, shareholders, members, owners, predecessors, advisors,

managers, trustees, ancillary trustees, beneficiaries, representatives, officers, directors, attorneys, guarantors, insurers, employee benefit programs, successors and assigns, and all persons and entities acting by, through, under or in concert with them, or any of them.

- 1.39 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member and including the information specified in Paragraph 7.5.1.
- 1.40 “Response Deadline” means sixty (60) calendar 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 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 fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.41 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On August 2, 2023, Plaintiff filed the Action. On October 17, 2023, after Plaintiff exhausted his administrative requirements with the LWDA, Plaintiff amended his complaint to add a cause of action for civil penalties under PAGA.
- 2.2 On October 23, 2023, Plaintiff initiated an individual demand for arbitration with JAMS (Case No. 5220004456) based on the factual allegations in Plaintiff’s Action.
- 2.3 On November 16, 2023, the Hon. David S. Cunningham III dismissed Plaintiff’s individual claims along with the claims of the putative class members from the Action without prejudice. The Court further stayed the remaining PAGA claims in the Action pending the outcome of Plaintiff’s individual arbitration.
- 2.4 On February 23, 2024, the Parties participated in an all-day mediation presided over by Hon. Daniel Buckley (Ret.). The Parties continued negotiations in the ensuing weeks with the mediator’s assistance and ultimately reached an agreement to settle the Action.
- 2.5 Prior to mediation, Plaintiff obtained, through informal discovery, wage statements and piece-rate detail sheets, relevant policies, and an anonymized list of all Aggrieved Employees with hire and termination dates. 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”).
- 2.6 The Court has not granted class certification.
- 2.7 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.
- 2.8 On January 17, 2025, the Court called a hearing on Plaintiff’s Motion for Preliminary Approval of Settlement, conferred with counsel regarding certain revisions to the Agreement and Class

Notice, ordered Plaintiff to file additional briefing, and continued the Hearing on Motion for Preliminary Approval of Settlement.

2.9 On May 14, 2025, the Court called a second hearing on Plaintiff's Motion for Preliminary Approval of Settlement, conferred with counsel regarding certain revisions to the Agreement and Class Notice, ordered Plaintiff to file additional briefing, and continued the Hearing on Motion for Preliminary Approval of Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below (Escalator Clause), Defendant promises to pay a total of \$240,000 as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 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 Defendant.

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 Class Counsel: The Class Counsel Fees Payment shall not exceed 1/3rd of the Gross Settlement Amount and is currently estimated to be \$80,000, and the Class Counsel Litigation Expenses Payment shall not exceed \$20,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment for 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 of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation 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 and agrees to hold Defendant and the other Released Parties harmless, and indemnify Defendant and the other Released Parties, from and against any and all costs, penalties, taxes or other payments made or required as a result of the allocation of those payments, if any, or the reporting of those payments..

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$6,950 except for a showing of good cause and as approved by the Court. To the extent the Administrator Expenses Payment is less or the Court approves payment less than the above stated amount, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To Each Participating Class Member: An Individual Class Payment calculated by

(a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by the total number of pay periods worked by such Participating Class Member.

3.2.3.1 Tax Allocation of Individual Class Payments. 100% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties. Individual Class Payments will therefore not be subject to wage withholdings and will be reported on IRS Forms 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.3.2 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 pursuant to the formula in Paragraph 3.2.3.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the total number of pay periods worked by the applicable Aggrieved Employee. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than twenty (20) business days after the Court grants Preliminary Approval of the Settlement and subject to the Administrator signing a confidentiality agreement, Defendant will deliver the Class Data to the Administrator (to the extent such information is available). To protect Class Members' privacy rights, the Administrator will 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 and who have signed a confidentiality agreement on terms as protective as this Agreement; the Administrator will be responsible for any breach of this Paragraph by its employees. The Administrator may share sufficient data (excluding contact information) with Class Counsel to help resolve issues regarding the distribution of the Settlement and Class Members' questions, should they arise. Defendant has a continuing duty to promptly 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 Defendant 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.

- 4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty-five (65) days after the Court enters a Judgment on its Order Granting Final Approval of the Settlement, assuming no objections or appeals. Should an objection or appeal be filed, Defendant will fund the Gross Settlement Amount within sixty-five (65) days after the Judgment becomes final. Defendant's payment to the Administrator will fully and completely satisfy Defendant's obligations under this Agreement. Should the Administrator fail to perform its obligations or fund the amounts provided in this Agreement after receipt of the Gross Settlement Amount from Defendant, this Agreement shall nevertheless be enforced and judgment entered in accordance with this Agreement.
- 4.3 Payments from the Gross Settlement Amount. Within ten (10) business days after Defendant funds 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, and the Class Counsel Litigation Expenses Payment. Disbursement of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.3.1 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 (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 Administrator will update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2 The Administrator will conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days after receiving a returned check the Administrator will 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.

4.3.3 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 State Controller Unclaimed Property Fund. After the void date, the Parties will submit a declaration from the Administrator attesting to the total amount that was actually paid to the class members along with any interest that has accrued thereon. The Parties will concurrently submit an amended Judgment to direct the Administrator to disburse these amounts to the State Controller Unclaimed Property Fund per California Code of Civil Procedure § 384(b).

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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 as of the Effective Date; (which for avoidance of doubt includes Defendant's Funding of Gross Settlement Amount as defined in Paragraph 4.2). Participating Class Members and Aggrieved Employees hereby fully and forever release and discharge all claims against all Released Parties as follows:

5.1 **Release by Participating Class Members:** All Participating Class Members, including Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby release and discharge the Released Parties from all claims arising during the Class Period and pled in any complaint Plaintiff filed against Defendant or the Released Parties in this Action (or Plaintiff's LWDA letters dated August 2, 2023 and August 11, 2023), or which could have been pled based on the factual allegations therein, that arose during the Class Period. This includes but is not limited to claims for failure to reimburse business expenses, failure to provide accurate, compliant, or itemized wage statements, failure to provide personnel and pay records upon request, and unfair competition. Except as set forth in Paragraphs 5.1 and 5.2 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, claims for penalties under the PAGA, or claims based on facts occurring outside the Class Period.

5.2 **Release by Aggrieved Employees:** All Participating and Non-Participating Class Members who are Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to hereby release and discharge the Released Parties from all PAGA claims that arise out of, or directly relate to, the facts arising during the PAGA Period and alleged in any complaint Plaintiff filed against Defendant or the Released Parties in this Action or Plaintiff's LWDA letters dated August 2, 2023 and August 11, 2023, or which could have been pled based on the factual allegations therein, that arose during the PAGA Period. Aggrieved Employees will not release any underlying wage and hour claims under this Paragraph, only PAGA claims. Aggrieved Employees will release all PAGA claims included in this release even if they request exclusion from the Class.

5.2.1 The Aggrieved Employees, including Plaintiff, hereby further agree that they will not participate or receive recovery or monies in connection with any other proceeding seeking penalties under Section 2699, which arises during the PAGA Period for claims based on the facts alleged in any of Plaintiff's complaints (or letters sent to the LWDA dated August 2, 2023 and August 11, 2023) filed in this Action.

5.2.2 All Aggrieved Employees, including Plaintiff, will be bound by the releases set forth in Paragraphs 5.1 and 5.2 and may not opt-out of the PAGA portion of the Settlement.

5.3 Release by Plaintiff: Separate to and apart from any releases contained within this Second Amended Class Action and PAGA Settlement Agreement, Plaintiff Alfonso Almaraz and Defendant have entered into a separate, confidential, individual agreement in which Plaintiff, in exchange for monetary consideration that is separate and apart from any and all consideration for this Settlement, expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, that he may have against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's relationship with Defendant or any other Released Party. Given the separate consideration payment to Plaintiff, he has agreed to waive his right to request an enhancement payment in this action.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals. Plaintiff will provide Defense Counsel at least fourteen (14) days to review and comment on the draft motion prior to its filing with the Court. Plaintiff will send notice of the settlement to the LWDA as required under PAGA. 6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (f)(2)); (ii) a supplemental brief as ordered by the Court at the January 17, 2025 Hearing on Motion for Preliminary Settlement Approval; (iii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iv) a draft proposed Class Notice; (v) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (vi) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (vii) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (l)(1)), this Agreement (Labor Code § 2699, subd. (l)(2)); (viii) a redlined version of this agreement between the Parties compared with, and showing all modifications made to, the Model Agreement ready for filing with the Court; and (ix) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other

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pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval as soon as practicable after the full execution of this Agreement and obtaining a prompt hearing date for the Motion for Preliminary Approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. 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 further modify the Agreement and otherwise satisfy the Court's concerns except that the Parties agree that, subject to the Escalator Clause in Paragraph 8, Defendant will not be obligated to increase the Gross Settlement Amount. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to this Agreement within the meaning of this Paragraph.

7. **SETTLEMENT ADMINISTRATION.**

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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 providing any necessary reports to 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 § 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 As expeditiously as possible 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, Aggrieved Employees, and pay periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than ten (10) business days after receiving approval from the Parties, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("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 pay periods 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 seven (7) 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 pay periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) 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, Defendant 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 a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and 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 fourteen (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 sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (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 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. Plaintiff agrees to not request exclusion from the Class Settlement.
- 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. 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 the validity and authenticity of Requests for Exclusion 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, is entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Paragraphs 5.1 and 5.2 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 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Pay Periods. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of pay periods 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 will encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the pay periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of pay periods to Defense Counsel. Final Determination of any such challenge shall be made by Defendant following a conference with Class Counsel and, to the extent possible, resolved prior to finalizing the amounts distributable to Participating Class Members and Aggrieved Employees.

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, and/or Class Counsel Litigation Expenses 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 verbal 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 sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (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 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Second Amended Class Action and PAGA Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Judgment. The Administrator will also 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 seven (7) 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 and Defense 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 pay periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include 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 Administrator's Declaration. Not later than fourteen (14) 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.
- 7.8.5 Final Report by Administrator. Within ten (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 seven (7) 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. **ESCALATOR CLAUSE.** Defendant represents that there are an estimated 2,847 pay periods worked by the Settlement Class during the PAGA/Class Period. If the number of total pay periods worked by Class Members as reported to the Administrator following settlement approval exceeds 2,847 pay periods, Defendant will increase the Gross Settlement Amount on a proportional basis (*i.e.*, if the final number of pay periods is 2,990 and thus exceeds the threshold by 5%, Defendant will increase the Gross Settlement Amount by 5%). Should the Administrator's costs increase due to a trigger of this provision, Defendant will separately pay a reasonable amount for the costs that exceed the original bid.
9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (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 § 2699, subd. (I), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").
 - 9.1 **Response to Objections.** 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 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 9.2 **Defendant's Right to Withdraw.** Defendant may withdraw from the Settlement if: (A) this Agreement is construed in such a fashion that Defendant is required to pay more than the amount agreed upon by the Parties in the Settlement; (B) the Court does not order the release of claims as provided in this Agreement, or otherwise makes an order inconsistent with any of the material terms of this Agreement; or (C) Plaintiff or Class Counsel breaches this Agreement. In the event Defendant withdraws from the Settlement, Defendant will pay any administration costs incurred. If the Court does not approve the Settlement with prejudice or Defendant withdraws from the Settlement per this Paragraph, the term sheet (MOU) and other settlement stipulation or papers are null and void except specified provisions such as Confidentiality (Paragraph 12.2) and No Admission of Liability (Paragraph 12.1).
 - 9.3 **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.
 - 9.4 **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 reflected set forth in the 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.

- 9.5 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 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.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. STIPULATIONS.

- 11.1 The Parties will stipulate to permit Plaintiff leave to file a Second Amended Complaint in the Action to add claims on a putative class action basis based on the same underlying theories of liability and causes of action pleaded in Plaintiff's First Amended Complaint. The Settlement is expressly conditioned upon the Court granting the Parties' stipulation to permit Plaintiff leave to file the Second Amended Complaint and Plaintiff filing a Second Amended Complaint to add claims on a putative class action basis.
- 11.2 The Parties shall stipulate to dismiss the Plaintiff's individual arbitration (filed with JAMS) with prejudice after the Court finally approves the Settlement.

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 Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of the Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves 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 Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection

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with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality Prior to Preliminary Approval. The Parties agree to maintain the confidentiality of the Settlement before the approval motion is filed. Thereafter, the Parties agree that no press release or other publicity regarding this matter will be issued by either Party, except that this provision will not apply to any reporting requirements by Defendant, including to its outside auditors or Board of Directors. Additionally, while the public terms of the Settlement will not be confidential after filing the motion for preliminary approval, Plaintiff's counsel will not contact the press or media about the Settlement.
- 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 Defendant, 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 this 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 this 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 the Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement 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 Continuing 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 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (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 Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, 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 Plaintiff:	Fletcher W. Schmidt of Haines Law Group, APC 2155 Campus Drive, Suite 180, El Segundo, CA 90265 fschmidt@haineslawgroup.com
To Defendant:	Daryl S. Landy of Morgan, Lewis & Bockius LLP 600 Anton Boulevard, Suite 1800, Costa Mesa, CA 92626 daryl.landy@morganlewis.com

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- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, 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 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP § 583.330 to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.
- 12.20 Enforcement Action. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: PAN PACIFIC PETROLEUM COMPANY, INC.

By: _____

Name: Christopher Norton
Title: Chief Legal Officer

DATED: PLAINTIFF ALFONSO ALMARAZ

By: _____
Plaintiff and Settlement Class Representative

DATED: MORGAN, LEWIS & BOCKIUS LLP

By: _____

Daryl S. Landy
Samuel S. Sadeghi
Attorneys for Defendant

DATED: HAINES LAW GROUP, APC

By: _____

Fletcher W. Schmidt
Attorneys for Plaintiff

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Alfonso Almaraz v. Pan Pacific Petroleum Company, Inc.
Los Angeles Superior Court Case No. 23STCV18296

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

This notice is being provided to you in both English and Spanish.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Pan Pacific Petroleum Company, Inc., d/b/a World Oil Transportation (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Alfonso Almaraz (“Plaintiff”), and seeks payment of alleged business expenses and wage statement penalties for Class Members (defined as all non-exempt employees who worked for Defendant in California during the period commencing on August 2, 2022 and ending on April 1, 2024, and who do not timely opt-out of the Settlement Class) (the “Class Period”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Aggrieved Employees (defined as all non-exempt employees who worked for Defendant in California during the period commencing on August 2, 2022 and ending on April 1, 2024 (the “PAGA Period”)).

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

Based on Defendant’s records, and the Administrator’s current calculations, **your Individual Class Payment is estimated to be \$<<CLASS PAYMENT>> and your Individual PAGA Payment is estimated to be \$<<PAGA PAYMENT>>**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant’s records showing that **you worked <<PAY PERIODS>> pay periods** during the Class/PAGA Period. If you believe that you worked more pay periods than shown, you can submit a challenge by the deadline date. See Section 4.3 (Pay Period Challenges) of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing and Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
Opt-out of the Class Settlement	If you don't want to fully participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 (HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?) of this Notice.
The Opt-out Deadline is <<RESPONSE DEADLINE>>	You cannot opt-out of the PAGA portion of the Settlement. Defendant will pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Object to the Class Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out (" <u>Participating Class Members</u> ") can object to any aspect of the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel, but every dollar paid to Class Counsel reduces the overall amount paid to Participating Class Members. You can object to the terms of the Settlement if you think they are unreasonable. See Section 7 (HOW DO I OBJECT TO THE SETTLEMENT?) of this Notice.
Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <<FINAL APPROVAL HEARING DATE>> . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 (CAN I ATTEND THE FINAL APPROVAL HEARING?) of this Notice.

Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class/PAGA Period. The number of pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with this figure, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4.3 (Pay Period Challenges) of this Notice.
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1. WHAT IS THE LAWSUIT ABOUT?

This is a class and PAGA action, meaning it is a lawsuit seeking to have the claims and rights of many people decided in a single court proceeding. Plaintiff Alfonso Almaraz alleges the following claims under California law: failure to reimburse all necessary business expenses and failure to issue accurate itemized wage statements to employees. Based on the same allegations, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*). Plaintiff is represented by attorneys in the Action: Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC ("Class Counsel").

Defendant denies Plaintiff's claims and contends that it has complied with all applicable laws. Defendant entered into the Settlement solely for purposes of avoiding the risk and uncertainty of litigation.

This Settlement is the result of good-faith, arms-length negotiations between the Parties, through their respective attorneys, with the assistance of a neutral mediator. The Parties agree that in light of the risks and expense associated with continued litigation, this Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class and PAGA Members.

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

The Court has made no determination whether Defendant or Plaintiff is correct. Plaintiff and Defendant reached a settlement by mediating the case with a neutral third party for the sole purpose of resolving the matter and with no admission or finding of liability or wrongdoing by Defendant.

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

A. Defendant Will Pay \$240,000 as the Gross Settlement Amount (Gross Settlement). Subject to Court Approval, Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than sixty-five (65) days after the Judgment entered by the Court become final.

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~~2.B.~~ Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

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~~A.i.~~ Up to \$80,000 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

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~~B.ii.~~ Up to \$6,950 to the Administrator for services administering the Settlement.

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~~C.iii.~~ Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$37,500) and 25% to Individual PAGA Payments (\$12,500) paid on a proportional basis to the Aggrieved Employees based on the number of pay periods they worked during the PAGA Period.

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

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~~3.C.~~ Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on the proportional share pay periods worked during the Class Period.

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~~4.D.~~ Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve a 100% allocation of each Individual Class Payment to non-taxable interest and penalties. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report all payments on IRS Forms 1099.

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~~i.~~ The Individual PAGA Payments are treated as civil penalties, not wages, for tax purposes for which an IRS Form 1099 shall be provided. You should consult your tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.

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~~5.E.~~ Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). **If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be disbursed to the State Controller Unclaimed Property Fund.**

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~~6.F.~~ Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **<<RESPONSE DEADLINE>>**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **<<RESPONSE DEADLINE>>**. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the

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Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not be eligible to receive an Individual Class Payment or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any individual claims you may have, at your own expense, against Defendant. If you are a PAGA Member, you will still receive an Individual PAGA Payment regardless of whether you submit a Request for Exclusion.

7.G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void. If the Settlement becomes void, Defendant will not pay any money and Class Members will not release any claims against Defendant.

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8.H. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also determine the validity and authenticity of Requests for Exclusion, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice.

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9.I. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

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All Participating Class Members, including Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Defendant and, with respect to Defendant, the following, either collectively or individually: any and all direct and indirect parent companies and subsidiary companies, and companies under common control with any of the foregoing (including, without limitation, World Oil Corp.), and its and their respective consultants, fiduciaries, agents, servants, exempt employees, contractors, partners, shareholders, members, owners, predecessors, advisors, managers, trustees, ancillary trustees, beneficiaries, representatives, officers, directors, attorneys, guarantors, insurers, employee benefit programs, successors and assigns, and all persons and entities acting by, through, under or in concert with them, or any of them (collectively the "Released Parties"), from all claims arising during the Class Period pled in any complaint Plaintiff filed against Defendant or the Released Parties in this Action (or Plaintiff's LWDA letters dated August 2, 2023 and August 11, 2023), or which could have been pled based on the

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factual allegations therein, that arose during the Class Period. This includes but is not limited to claims for failure to reimburse business expenses, failure to provide accurate, compliant, or itemized wage statements, failure to provide personnel and pay records upon request, and unfair competition. Except as set forth above and with regards to the Aggrieved Employees' PAGA Release, 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, claims for penalties under the PAGA, or claims based on facts occurring outside the Class Period.

~~10.~~J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has ~~paid~~fully funded the Gross Settlement, all Aggrieved Employees, including Plaintiff, will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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The Aggrieved Employees will be bound by the following release:

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All Participating and Non-Participating Class Members who are Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release and discharge Defendant and the other Released Parties from all PAGA claims that arise out of, or directly relate to, the facts arising during the PAGA Period and alleged in any complaint Plaintiff filed against Defendant or the Released Parties in this Action or Plaintiff's LWDA letters dated August 2, 2023 and August 11, 2023, or which could have been pled based on the factual allegations therein, that arose during the PAGA Period. Aggrieved Employees will not release any underlying wage and hour claims under this release, only PAGA claims. Aggrieved Employees will release all PAGA claims included in this release even if they request exclusion from the Class.

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K. Plaintiff's Release: Separate to and apart from any releases contained within the Second Amended Class Action and PAGA Settlement Agreement, Plaintiff Alfonso Almaraz and Defendant have entered into a separate, confidential, individual agreement in which Plaintiff, in exchange for monetary consideration that is separate and apart from any and all consideration for this Settlement, expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, that he may have against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's relationship with Defendant or any other Released Party. Given the separate consideration payment to Plaintiff, he has agreed to waive his right to request an enhancement payment in this action.

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4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members, and (b) multiplying the result by the number of pay periods worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% share of PAGA Penalties (\$12,500) by the total number of pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of pay periods worked by each individual Aggrieved Employee.
3. Pay Period Challenges. The number of pay periods you worked during the Class/PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **<<RESPONSE DEADLINE>>** to challenge the number credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the calculation of pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. Final Determination of Class Member Challenges over pay periods shall be made by Defendant following a conference with Class Counsel. You can't appeal or otherwise challenge the final decision.

5. HOW WILL I GET PAID?

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

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a

simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Alfonso Almaraz vs. Pan Pacific Petroleum Company, Inc.*, Los Angeles Superior Court Case No. 23STCV18296, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 (HOW CAN I GET MORE INFORMATION?) of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before <<FINAL APPROVAL HEARING DATE>> (the Final Approval Hearing), Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, as well as a request for Fees, Litigation Expenses stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses. Upon reasonable request, Class Counsel (whose contact information is in Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

<<ADMIN URL FOR CASE>>

or the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action (23STCV18296).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees and Litigation Expenses may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel are too high or too low. **The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action (*Alfonso Almaraz vs. Pan Pacific Petroleum Company, Inc.*, Los Angeles Superior Court Case No. 23STCV18296) and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before deciding. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://my.lacourt.org/laccwelcome>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <<ADMIN URL FOR CASE>> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The easiest way to access the [Second Amended Class Action and PAGA](#) Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website <<ADMIN URL FOR CASE>>. You can also contact the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV18296. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

Administrator:

Phoenix Settlement Administrators

<<ADMIN INFO>>

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. **Please make sure you contact the Administrator before the void date otherwise your check will be voided and distributed to the State Controller Unclaimed Property Fund.**

11. WHAT IF I CHANGE MY ADDRESS?

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

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

EXHIBIT B

SECOND AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Second Amended Class Action and PAGA Settlement Agreement and Class Notice (this “Agreement”) is made by and between Plaintiff Alfonso Almaraz (“Plaintiff”) and Defendant Pan Pacific Petroleum Company, Inc., d/b/a World Oil Transportation, a California corporation (“Defendant”). This Agreement refers to Plaintiff and Defendant collectively as the “Parties”, or individually as “Party”.

1. DEFINITIONS.

- 1.1 “Action” means Plaintiff’s lawsuit captioned *Alfonso Almaraz vs. Pan Pacific Petroleum Company, Inc.*, Case No. 23STCV18296, and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Phoenix Settlement Administrators, 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 settlement approval.
- 1.4 “Aggrieved Employees” means all non-exempt employees who worked for Defendant in California during the period commencing on August 2, 2022 and ending on April 1, 2024.
- 1.5 “Class” means all non-exempt employees who worked for Defendant in California during the period commencing on August 2, 2022 and ending on April 1, 2024, and who do not timely opt-out of the Settlement Class.
- 1.6 “Class Counsel” or “Plaintiff’s Counsel” means Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC.
- 1.7 “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees not to exceed 1/3 of the Gross Settlement Amount.
- 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reasonable verified litigation costs and expenses not to exceed \$20,000.
- 1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Members’ names, addresses, phone numbers, social security numbers, and pay period information.
- 1.10 “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.11 “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 (“NCOA”), skip traces, and direct contact by the Administrator with Class Members.
- 1.12 “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 and Spanish, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13 “Class Period” means the period commencing on August 2, 2022 and ending on April 1, 2024.
- 1.14 “Class Representative” means Alfonso Almaraz, who is the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendant” means Defendant Pan Pacific Petroleum Company, Inc., d/b/a World Oil Transportation.
- 1.17 “Defense Counsel” means Daryl S. Landy and Samuel S. Sadeghi of Morgan, Lewis & Bockius, LLP.
- 1.18 “Effective Date” means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final; and (c) Defendant deposits the entire Gross Settlement Amount with the Administrator. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment without material modification and issues a remittitur. Assuming no objections or appeals, the Judgment is final sixty-five (65) days after the Court enters a Judgment on its Order Granting Final Approval of the Settlement. For example, if Judgment were entered on December 1, 2025, and no objections or appeals were filed, the Judgment is final on February 4, 2026 (i.e., 65 days later).
- 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 “Gross Settlement Amount” means \$240,000, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below (Escalator Clause). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.22 “Individual Class Payment” means the Participating Class Member’s share of the Net Settlement Amount calculated in accordance with Paragraph 3.2.3.

- 1.23 “Individual PAGA Payment” means the Aggrieved Employee’s share of 25% of the PAGA Penalties (i.e., \$12,500) calculated in accordance with Paragraph 3.2.4.1.
- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).
- 1.26 “LWDA PAGA Payment” means the 75% portion of the PAGA Penalties (i.e., \$37,500) allocated and paid to the LWDA under Labor Code § 2699, subd. (i).
- 1.27 “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, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “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.
- 1.29 “PAGA Period” means the period commencing on August 2, 2022 and ending on April 1, 2024.
- 1.30 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.31 “PAGA Notice” means Plaintiff’s letters, dated August 2, 2023 and August 11, 2023, to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3, subd.(a).
- 1.32 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (i.e., \$50,000), allocated 25% to the Aggrieved Employees (\$12,500) and 75% to LWDA (\$37,500) in settlement of PAGA claims.
- 1.33 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.34 “Plaintiff” means Alfonso Almaraz, the named plaintiff in the Action.
- 1.35 “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.36 “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.
- 1.37 “Released PAGA Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.38 “Released Parties” means: Defendant and, with respect to Defendant, the following, either collectively or individually: any and all direct and indirect parent companies and subsidiary companies, and companies under common control with any of the foregoing (including, without limitation, World Oil Corp.), and its and their respective consultants, fiduciaries, agents, servants, exempt employees, contractors, partners, shareholders, members, owners, predecessors, advisors,

managers, trustees, ancillary trustees, beneficiaries, representatives, officers, directors, attorneys, guarantors, insurers, employee benefit programs, successors and assigns, and all persons and entities acting by, through, under or in concert with them, or any of them.

- 1.39 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member and including the information specified in Paragraph 7.5.1.
- 1.40 “Response Deadline” means sixty (60) calendar 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 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 fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.41 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On August 2, 2023, Plaintiff filed the Action. On October 17, 2023, after Plaintiff exhausted his administrative requirements with the LWDA, Plaintiff amended his complaint to add a cause of action for civil penalties under PAGA.
- 2.2 On October 23, 2023, Plaintiff initiated an individual demand for arbitration with JAMS (Case No. 5220004456) based on the factual allegations in Plaintiff’s Action.
- 2.3 On November 16, 2023, the Hon. David S. Cunningham III dismissed Plaintiff’s individual claims along with the claims of the putative class members from the Action without prejudice. The Court further stayed the remaining PAGA claims in the Action pending the outcome of Plaintiff’s individual arbitration.
- 2.4 On February 23, 2024, the Parties participated in an all-day mediation presided over by Hon. Daniel Buckley (Ret.). The Parties continued negotiations in the ensuing weeks with the mediator’s assistance and ultimately reached an agreement to settle the Action.
- 2.5 Prior to mediation, Plaintiff obtained, through informal discovery, wage statements and piece-rate detail sheets, relevant policies, and an anonymized list of all Aggrieved Employees with hire and termination dates. 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”).
- 2.6 The Court has not granted class certification.
- 2.7 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.
- 2.8 On January 17, 2025, the Court called a hearing on Plaintiff’s Motion for Preliminary Approval of Settlement, conferred with counsel regarding certain revisions to the Agreement and Class

Notice, ordered Plaintiff to file additional briefing, and continued the Hearing on Motion for Preliminary Approval of Settlement.

- 2.9 On May 14, 2025, the Court called a second hearing on Plaintiff's Motion for Preliminary Approval of Settlement, conferred with counsel regarding certain revisions to the Agreement and Class Notice, ordered Plaintiff to file additional briefing, and continued the Hearing on Motion for Preliminary Approval of Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below (Escalator Clause), Defendant promises to pay a total of \$240,000 as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 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 Defendant.
- 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 Class Counsel: The Class Counsel Fees Payment shall not exceed 1/3rd of the Gross Settlement Amount and is currently estimated to be \$80,000, and the Class Counsel Litigation Expenses Payment shall not exceed \$20,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment for 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 of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation 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 and agrees to hold Defendant and the other Released Parties harmless, and indemnify Defendant and the other Released Parties, from and against any and all costs, penalties, taxes or other payments made or required as a result of the allocation of those payments, if any, or the reporting of those payments..
- 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$6,950 except for a showing of good cause and as approved by the Court. To the extent the Administrator Expenses Payment is less or the Court approves payment less than the above stated amount, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by the total number of pay periods worked by such Participating Class Member.

3.2.3.1 Tax Allocation of Individual Class Payments. 100% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties. Individual Class Payments will therefore not be subject to wage withholdings and will be reported on IRS Forms 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.3.2 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 pursuant to the formula in Paragraph 3.2.3.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the total number of pay periods worked by the applicable Aggrieved Employee. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than twenty (20) business days after the Court grants Preliminary Approval of the Settlement and subject to the Administrator signing a confidentiality agreement, Defendant will deliver the Class Data to the Administrator (to the extent such information is available). To protect Class Members' privacy rights, the Administrator will 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 and who have signed a confidentiality agreement on terms as protective as this Agreement; the Administrator will be responsible for any breach of this Paragraph by its employees. The Administrator may share sufficient data (excluding contact information) with Class Counsel to help resolve issues regarding the distribution of the Settlement and Class Members' questions, should they arise. Defendant has a continuing duty to promptly

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 Defendant 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.

- 4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty-five (65) days after the Court enters a Judgment on its Order Granting Final Approval of the Settlement, assuming no objections or appeals. Should an objection or appeal be filed, Defendant will fund the Gross Settlement Amount within sixty-five (65) days after the Judgment becomes final. Defendant's payment to the Administrator will fully and completely satisfy Defendant's obligations under this Agreement. Should the Administrator fail to perform its obligations or fund the amounts provided in this Agreement after receipt of the Gross Settlement Amount from Defendant, this Agreement shall nevertheless be enforced and judgment entered in accordance with this Agreement.
- 4.3 Payments from the Gross Settlement Amount. Within ten (10) business days after Defendant funds 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, and the Class Counsel Litigation Expenses Payment. Disbursement of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.3.1 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 (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 Administrator will update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2 The Administrator will conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days after receiving a returned check the Administrator will 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.

4.3.3 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 State Controller Unclaimed Property Fund. After the void date, the Parties will submit a declaration from the Administrator attesting to the total amount that was actually paid to the class members along with any interest that has accrued thereon. The Parties will concurrently submit an amended Judgment to direct the Administrator to disburse these amounts to the State Controller Unclaimed Property Fund per California Code of Civil Procedure § 384(b).

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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 as of the Effective Date (which for avoidance of doubt includes Defendant's Funding of Gross Settlement Amount as defined in Paragraph 4.2), Participating Class Members and Aggrieved Employees hereby fully and forever release and discharge all claims against all Released Parties as follows:

5.1 **Release by Participating Class Members:** All Participating Class Members, including Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby release and discharge the Released Parties from all claims arising during the Class Period and pled in any complaint Plaintiff filed against Defendant or the Released Parties in this Action (or Plaintiff's LWDA letters dated August 2, 2023 and August 11, 2023), or which could have been pled based on the factual allegations therein, that arose during the Class Period. This includes but is not limited to claims for failure to reimburse business expenses, failure to provide accurate, compliant, or itemized wage statements, failure to provide personnel and pay records upon request, and unfair competition. Except as set forth in Paragraphs 5.1 and 5.2 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, claims for penalties under the PAGA, or claims based on facts occurring outside the Class Period.

5.2 **Release by Aggrieved Employees:** All Participating and Non-Participating Class Members who are Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to hereby release and discharge the Released Parties from all PAGA claims that arise out of, or directly relate to, the facts arising during the PAGA Period and alleged in any complaint Plaintiff filed against Defendant or the Released Parties in this Action or Plaintiff's LWDA letters dated August 2, 2023 and August 11, 2023, or which could have been pled based on the factual allegations therein, that arose during the PAGA Period. Aggrieved Employees will not release any underlying wage and hour claims under this Paragraph, only PAGA claims. Aggrieved Employees will release all PAGA claims included in this release even if they request exclusion from the Class.

- 5.2.1 The Aggrieved Employees, including Plaintiff, hereby further agree that they will not participate or receive recovery or monies in connection with any other proceeding seeking penalties under Section 2699, which arises during the PAGA Period for claims based on the facts alleged in any of Plaintiff's complaints (or letters sent to the LWDA dated August 2, 2023 and August 11, 2023) filed in this Action.
- 5.2.2 All Aggrieved Employees, including Plaintiff, will be bound by the releases set forth in Paragraphs 5.1 and 5.2 and may not opt-out of the PAGA portion of the Settlement.
- 5.3 Release by Plaintiff: Separate to and apart from any releases contained within this Second Amended Class Action and PAGA Settlement Agreement, Plaintiff Alfonso Almaraz and Defendant have entered into a separate, confidential, individual agreement in which Plaintiff, in exchange for monetary consideration that is separate and apart from any and all consideration for this Settlement, expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, that he may have against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's relationship with Defendant or any other Released Party. Given the separate consideration payment to Plaintiff, he has agreed to waive his right to request an enhancement payment in this action.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals. Plaintiff will provide Defense Counsel at least fourteen (14) days to review and comment on the draft motion prior to its filing with the Court. Plaintiff will send notice of the settlement to the LWDA as required under PAGA. 6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (f)(2)); (ii) a supplemental brief as ordered by the Court at the January 17, 2025 Hearing on Motion for Preliminary Settlement Approval; (iii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iv) a draft proposed Class Notice; (v) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (vi) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (vii) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (l)(1)), this Agreement (Labor Code § 2699, subd. (l)(2)); (viii) a redlined version of this agreement between the Parties compared with, and showing all modifications made to, the Model Agreement ready for filing with the Court; and (ix) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other

pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval as soon as practicable after the full execution of this Agreement and obtaining a prompt hearing date for the Motion for Preliminary Approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. 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 further modify the Agreement and otherwise satisfy the Court's concerns except that the Parties agree that, subject to the Escalator Clause in Paragraph 8, Defendant will not be obligated to increase the Gross Settlement Amount. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to this Agreement within the meaning of this Paragraph.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators. to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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 providing any necessary reports to 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 § 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 As expeditiously as possible 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, Aggrieved Employees, and pay periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than ten (10) business days after receiving approval from the Parties, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("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 pay periods 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 seven (7) 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 pay periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) 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, Defendant 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 a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and 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 fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever 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 sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (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 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. Plaintiff agrees to not request exclusion from the Class Settlement.
- 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. 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 the validity and authenticity of Requests for Exclusion 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, is entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Paragraphs 5.1 and 5.2 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 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Pay Periods. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of pay periods 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 will encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the pay periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of pay periods to Defense Counsel. Final Determination of any such challenge shall be made by Defendant following a conference with Class Counsel and, to the extent possible, resolved prior to finalizing the amounts distributable to Participating Class Members and Aggrieved Employees.

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, and/or Class Counsel Litigation Expenses 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 verbal 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 sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (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 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Second Amended Class Action and PAGA Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Judgment. The Administrator will also 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 seven (7) 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 and Defense 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 pay periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include 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 Administrator's Declaration. Not later than fourteen (14) 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.
- 7.8.5 Final Report by Administrator. Within ten (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 seven (7) 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. **ESCALATOR CLAUSE**. Defendant represents that there are an estimated 2,847 pay periods worked by the Settlement Class during the PAGA/Class Period. If the number of total pay periods worked by Class Members as reported to the Administrator following settlement approval exceeds 2,847 pay periods, Defendant will increase the Gross Settlement Amount on a proportional basis (*i.e.*, if the final number of pay periods is 2,990 and thus exceeds the threshold by 5%, Defendant will increase the Gross Settlement Amount by 5%). Should the Administrator's costs increase due to a trigger of this provision, Defendant will separately pay a reasonable amount for the costs that exceed the original bid.
9. **MOTION FOR FINAL APPROVAL**. Not later than sixteen (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 § 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").
 - 9.1 **Response to Objections**. 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 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 9.2 **Defendant's Right to Withdraw**. Defendant may withdraw from the Settlement if: (A) this Agreement is construed in such a fashion that Defendant is required to pay more than the amount agreed upon by the Parties in the Settlement; (B) the Court does not order the release of claims as provided in this Agreement, or otherwise makes an order inconsistent with any of the material terms of this Agreement; or (C) Plaintiff or Class Counsel breaches this Agreement. In the event Defendant withdraws from the Settlement, Defendant will pay any administration costs incurred. If the Court does not approve the Settlement with prejudice or Defendant withdraws from the Settlement per this Paragraph, the term sheet (MOU) and other settlement stipulation or papers are null and void except specified provisions such as Confidentiality (Paragraph 12.2) and No Admission of Liability (Paragraph 12.1).
 - 9.3 **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.
 - 9.4 **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 reflected set forth in the 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.

9.5 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 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.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. STIPULATIONS.

11.1 The Parties will stipulate to permit Plaintiff leave to file a Second Amended Complaint in the Action to add claims on a putative class action basis based on the same underlying theories of liability and causes of action pleaded in Plaintiff's First Amended Complaint. The Settlement is expressly conditioned upon the Court granting the Parties' stipulation to permit Plaintiff leave to file the Second Amended Complaint and Plaintiff filing a Second Amended Complaint to add claims on a putative class action basis.

11.2 The Parties shall stipulate to dismiss the Plaintiff's individual arbitration (filed with JAMS) with prejudice after the Court finally approves the Settlement.

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 Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of the Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves 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 Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection

with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality Prior to Preliminary Approval. The Parties agree to maintain the confidentiality of the Settlement before the approval motion is filed. Thereafter, the Parties agree that no press release or other publicity regarding this matter will be issued by either Party, except that this provision will not apply to any reporting requirements by Defendant, including to its outside auditors or Board of Directors. Additionally, while the public terms of the Settlement will not be confidential after filing the motion for preliminary approval, Plaintiff's counsel will not contact the press or media about the Settlement.
- 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 Defendant, 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 this 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 this 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 the Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement 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 Continuing 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 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (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 Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, 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 Plaintiff:	Fletcher W. Schmidt of Haines Law Group, APC 2155 Campus Drive, Suite 180, El Segundo, CA 90265 fschmidt@haineslawgroup.com
To Defendant:	Daryl S. Landy of Morgan, Lewis & Bockius LLP 600 Anton Boulevard, Suite 1800, Costa Mesa, CA 92626 daryl.landy@morganlewis.com

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, 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 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP § 583.330 to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.
- 12.20 Enforcement Action. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: July 9, 2025

PAN PACIFIC PETROLEUM COMPANY, INC.

DocuSigned by:
By: Christopher Norton
CCDA1674504D469...
Name: Christopher Norton
Title: Chief Legal Officer

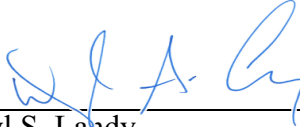
DATED:

PLAINTIFF ALFONSO ALMARAZ

By: _____
Plaintiff and Settlement Class Representative

DATED: July 9, 2025

MORGAN, LEWIS & BOCKIUS LLP

By: 
Daryl S. Landy
Samuel S. Sadeghi
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiff

DATED:

PAN PACIFIC PETROLEUM COMPANY, INC.

By: _____

Name: Christopher Norton
Title: Chief Legal Officer

DATED: 07/09/25

PLAINTIFF ALFONSO ALMARAZ

By: Alfonso Almaraz
Alfonso Almaraz (Jul 9, 2025 19:33 PDT)
Plaintiff and Settlement Class Representative

DATED:

MORGAN, LEWIS & BOCKIUS LLP

By: _____

Daryl S. Landy
Samuel S. Sadeghi
Attorneys for Defendant

DATED: 07/09/25

HAINES LAW GROUP, APC

By: Fletcher W. Schmidt
Fletcher W. Schmidt
Attorneys for Plaintiff

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Alfonso Almaraz v. Pan Pacific Petroleum Company, Inc.
Los Angeles Superior Court Case No. 23STCV18296

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

This notice is being provided to you in both English and Spanish.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Pan Pacific Petroleum Company, Inc., d/b/a World Oil Transportation (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Alfonso Almaraz (“Plaintiff”), and seeks payment of alleged business expenses and wage statement penalties for Class Members (defined as all non-exempt employees who worked for Defendant in California during the period commencing on August 2, 2022 and ending on April 1, 2024, and who do not timely opt-out of the Settlement Class) (the “Class Period”)); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Aggrieved Employees (defined as all non-exempt employees who worked for Defendant in California during the period commencing on August 2, 2022 and ending on April 1, 2024 (the “PAGA Period”)).

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

Based on Defendant’s records, and the Administrator’s current calculations, **your Individual Class Payment is estimated to be \$<<CLASS PAYMENT>> and your Individual PAGA Payment is estimated to be \$<<PAGA PAYMENT>>.** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant’s records showing that **you worked <<PAY PERIODS>> pay periods** during the Class/PAGA Period. If you believe that you worked more pay periods than shown, you can submit a challenge by the deadline date. See Section 4.3 (Pay Period Challenges) of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing and Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
Opt-out of the Class Settlement	If you don't want to fully participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 (HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?) of this Notice.
The Opt-out Deadline is <<RESPONSE DEADLINE>>	You cannot opt-out of the PAGA portion of the Settlement. Defendant will pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Object to the Class Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out (" <u>Participating Class Members</u> ") can object to any aspect of the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel, but every dollar paid to Class Counsel reduces the overall amount paid to Participating Class Members. You can object to the terms of the Settlement if you think they are unreasonable. See Section 7 (HOW DO I OBJECT TO THE SETTLEMENT?) of this Notice.
Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <<FINAL APPROVAL HEARING DATE>> . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 (CAN I ATTEND THE FINAL APPROVAL HEARING?) of this Notice.

Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class/PAGA Period. The number of pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with this figure, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4.3 (Pay Period Challenges) of this Notice.
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1. WHAT IS THE LAWSUIT ABOUT?

This is a class and PAGA action, meaning it is a lawsuit seeking to have the claims and rights of many people decided in a single court proceeding. Plaintiff Alfonso Almaraz alleges the following claims under California law: failure to reimburse all necessary business expenses and failure to issue accurate itemized wage statements to employees. Based on the same allegations, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*). Plaintiff is represented by attorneys in the Action: Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC (“Class Counsel”).

Defendant denies Plaintiff’s claims and contends that it has complied with all applicable laws. Defendant entered into the Settlement solely for purposes of avoiding the risk and uncertainty of litigation.

This Settlement is the result of good-faith, arms-length negotiations between the Parties, through their respective attorneys, with the assistance of a neutral mediator. The Parties agree that in light of the risks and expense associated with continued litigation, this Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class and PAGA Members.

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

The Court has made no determination whether Defendant or Plaintiff is correct. Plaintiff and Defendant reached a settlement by mediating the case with a neutral third party for the sole purpose of resolving the matter and with no admission or finding of liability or wrongdoing by Defendant.

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

- A. Defendant Will Pay \$240,000 as the Gross Settlement Amount (Gross Settlement). Subject to Court Approval, Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than sixty-five (65) days after the Judgment entered by the Court become final.

- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- i. Up to \$80,000 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$6,950 to the Administrator for services administering the Settlement.
 - iii. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$37,500) and 25% to Individual PAGA Payments (\$12,500) paid on a proportional basis to the Aggrieved Employees based on the number of pay periods they worked during the PAGA Period.
 - iv. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on the proportional share pay periods worked during the Class Period.
- D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve a 100% allocation of each Individual Class Payment to non-taxable interest and penalties. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report all payments on IRS Forms 1099.
- i. The Individual PAGA Payments are treated as civil penalties, not wages, for tax purposes for which an IRS Form 1099 shall be provided. You should consult your tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.
- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). **If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be disbursed to the State Controller Unclaimed Property Fund.**
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by <<RESPONSE DEADLINE>>. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not be

eligible to receive an Individual Class Payment or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any individual claims you may have, at your own expense, against Defendant. If you are a PAGA Member, you will still receive an Individual PAGA Payment regardless of whether you submit a Request for Exclusion.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void. If the Settlement becomes void, Defendant will not pay any money and Class Members will not release any claims against Defendant.
- H. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also determine the validity and authenticity of Requests for Exclusion, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice.
- I. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, including Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Defendant and, with respect to Defendant, the following, either collectively or individually: any and all direct and indirect parent companies and subsidiary companies, and companies under common control with any of the foregoing (including, without limitation, World Oil Corp.), and its and their respective consultants, fiduciaries, agents, servants, exempt employees, contractors, partners, shareholders, members, owners, predecessors, advisors, managers, trustees, ancillary trustees, beneficiaries, representatives, officers, directors, attorneys, guarantors, insurers, employee benefit programs, successors and assigns, and all persons and entities acting by, through, under or in concert with them, or any of them (collectively the “Released Parties”), from all claims arising during the Class Period pled in any complaint Plaintiff filed against Defendant or the Released Parties in this Action (or Plaintiff’s LWDA letters dated August 2, 2023 and August 11, 2023), or which could have been pled based on the factual allegations therein, that arose during the Class Period. This includes but is not

limited to claims for failure to reimburse business expenses, failure to provide accurate, compliant, or itemized wage statements, failure to provide personnel and pay records upon request, and unfair competition. Except as set forth above and with regards to the Aggrieved Employees' PAGA Release, 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, claims for penalties under the PAGA, or claims based on facts occurring outside the Class Period.

- J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has fully funded the Gross Settlement, all Aggrieved Employees, including Plaintiff, will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

All Participating and Non-Participating Class Members who are Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release and discharge Defendant and the other Released Parties from all PAGA claims that arise out of, or directly relate to, the facts arising during the PAGA Period and alleged in any complaint Plaintiff filed against Defendant or the Released Parties in this Action or Plaintiff's LWDA letters dated August 2, 2023 and August 11, 2023, or which could have been pled based on the factual allegations therein, that arose during the PAGA Period. Aggrieved Employees will not release any underlying wage and hour claims under this release, only PAGA claims. Aggrieved Employees will release all PAGA claims included in this release even if they request exclusion from the Class.

- K. Plaintiff's Release: Separate to and apart from any releases contained within the Second Amended Class Action and PAGA Settlement Agreement, Plaintiff Alfonso Almaraz and Defendant have entered into a separate, confidential, individual agreement in which Plaintiff, in exchange for monetary consideration that is separate and apart from any and all consideration for this Settlement, expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, that he may have against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's relationship with Defendant or any other Released Party. Given the separate consideration payment to Plaintiff, he has agreed to waive his right to request an enhancement payment in this action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members, and (b) multiplying the result by the number of pay periods worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% share of PAGA Penalties (\$12,500) by the total number of pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of pay periods worked by each individual Aggrieved Employee.
3. Pay Period Challenges. The number of pay periods you worked during the Class/PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **<<RESPONSE DEADLINE>>** to challenge the number credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the calculation of pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. Final Determination of Class Member Challenges over pay periods shall be made by Defendant following a conference with Class Counsel. You can't appeal or otherwise challenge the final decision.

5. HOW WILL I GET PAID?

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

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will

exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Alfonso Almaraz vs. Pan Pacific Petroleum Company, Inc.*, Los Angeles Superior Court Case No. 23STCV18296, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 (HOW CAN I GET MORE INFORMATION?) of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before <<FINAL APPROVAL HEARING DATE>> (the Final Approval Hearing), Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, as well as a request for Fees, Litigation Expenses stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses. Upon reasonable request, Class Counsel (whose contact information is in Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

<<ADMIN URL FOR CASE>>

or the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action (23STCV18296).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees and Litigation Expenses may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel are too high or too low. **The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action (*Alfonso Almaraz vs. Pan Pacific Petroleum Company, Inc.*, Los Angeles Superior Court Case No. 23STCV18296) and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before deciding. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://my.lacourt.org/laccwelcome>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <<ADMIN URL FOR CASE>> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The easiest way to access the Second Amended Class Action and PAGA Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website <<ADMIN URL FOR CASE>>. You can also contact the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV18296. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

Administrator:

Phoenix Settlement Administrators

<<ADMIN INFO>>

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. **Please make sure you contact the Administrator before the void date otherwise your check will be voided and distributed to the State Controller Unclaimed Property Fund.**

11. WHAT IF I CHANGE MY ADDRESS?

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

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

EXHIBIT C