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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

MARTIN CERDA, NOEL CISNEROS, JESUS
LANDEROS, JOSE TLAPALAMATL

Plaintiffs,

vs.

GOLDEN STATE DRILLING, INC.; DOES 1
through 100 inclusive

Defendants.

Case No.: BCV-23-102729

**JOINT STIPULATION OF
SETTLEMENT**

Dept: T-2
Judge: Hon. T. Mark Smith

FAC Filed: October 26, 2023
Trial Date: Not Set

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Attorneys for Plaintiffs
MARTIN CERDA, NOEL CISNEROS,
JESUS LANDEROS, JOSE TLAPALAMATL

1 **TO THE HONORABLE COURT:**

2 This Joint Stipulation for PAGA Settlement ("Settlement Agreement" or "Settlement")
3 is made and entered into by and between Plaintiffs Martin Cerda, Noel Cisneros, Jesus Landeros,
4 and Jose Tlapalamatl (collectively, "Plaintiffs"), and Defendant Golden State Drilling, Inc., *et*
5 *al.* ("Defendant") (collectively, Defendant and Plaintiffs will be referred to as the "Parties"), and
6 is subject to the terms and conditions below, and to the Court's approval. The Parties expressly
7 acknowledge that this Settlement Agreement is entered into solely for the purpose of
8 compromising significantly disputed claims and that nothing in this Settlement Agreement is an
9 admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement
10 is not approved, it will be of no force or effect, and the Parties will be returned to their respective
11 positions immediately before and as if they had never executed this Settlement Agreement as
12 more fully set forth below.

12 **DEFINITIONS**

13 The following definitions are applicable to this Settlement Agreement. Definitions
14 contained elsewhere in this Settlement Agreement will also be effective.

15 1. "Action" means the lawsuit captioned *Martin Cerda, Noel Cisneros, Jesus*
16 *Landeros, and Jose Tlapalamatl v. Golden State Drilling, Inc., et al.*, Kern County Superior
17 Court Case No. BCV-23-102729, as articulated by the Operative Complaint and any
18 amendments referenced herein.

19 2. "Administrator" means the third-party settlement claims administrator agreed to
20 by the Parties and approved by the Court for the purposes of administering this Settlement,
21 ILYM GROUP, INC. The Parties each represent that they do not have any financial interest in
22 the Administrator or otherwise have a relationship with the Administrator that could create a
23 conflict of interest.

24 3. "Administration Expenses" refers to the total costs incurred for the administration
25 of this Settlement by the Administrator, including, but not limited to, document printing and
26 distribution, translation services, address verification, member location efforts, tax reporting,
27 payment distributions, certification and reporting, and the management of the settlement fund
28 account. The specific duties and responsibilities of the Claims Administrator are elaborated upon

in the relevant section of this Agreement. The estimated total for Administration Expenses are currently not expected to exceed Three Thousand Four Hundred Fifty Dollars (\$3,450).

4. "Court" means the Kern County Superior Court, or any other court taking jurisdiction of the Action.

5. "Defendant" refers to all Defendants named in the Operative Complaint, including Golden State Drilling, Inc.

6. "Defendant's Counsel" means Robert Pepple, Esq., and Alejandro J. Castro, Esq. of Nixon Peabody, LLP.

7. "Effective Date" means the date of Approval. For purposes of this Paragraph, Approval "becomes final" upon the last to occur of the following: (a) the date the Court enters an order granting final approval of the Settlement; (b) if there are objections to the Settlement, and if an appeal, review, or writ is not sought from the Approval, the day after the time period to appeal the Settlement has expired, i.e., sixty (60) days from the date the Court enters an order granting final approval of the Settlement; or (c) if there are objections to the Settlement, and an appeal, review, or writ is timely sought from the Approval, the day after the Approval is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order is no longer subject to further judicial review.

8. "Employee Data" means a list of the identifying information of employees contemplated by this Settlement, which Defendant will diligently and in good faith compile from their records, and provide on a confidential basis to the Administrator. Defendant will use its best efforts to include each Employees' full name, most recent mailing address; last known telephone number if readily available; dates of employment or number of workweeks (or pay periods) worked during the applicable limitations period(s); and Social Security number. Defendant will provide the Employee Data to the Administrator as soon as practicable, but no later than sixteen (16) court days before Plaintiffs' deadline to file Plaintiffs' motion for preliminary approval.

9. "Estimated Pay Periods" means Defendant's good faith estimate of the number of Pay Periods worked by all PAGA Group Members during the PAGA Period.

10. "Gross Settlement Amount" means Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000), which is the maximum dollar amount that Defendant will be required to pay to fully satisfy all claims and expenses associated with fully and forever resolving the Action, and will be the sole fund from which the payment of all of the following shall be made: Administration Expenses, Representative Counsel Fees, Representative Counsel Expenses, and PAGA Settlement Amount. Under no circumstances will Defendant be required to pay more than the Gross Settlement Amount.

11. "PAGA" means the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.).

12. "PAGA Settlement Amount" means Two Hundred Twenty One Thousand, Eight Hundred Eighty Three Thousand Dollars Thirty Three Cents (\$221,883.33), which is the dollar amount the Parties have allocated to the full satisfaction of all PAGA claims arising in the Action. Of the PAGA Settlement Amount, seventy-five percent (75%) or One Hundred Sixty Six Thousand Four Hundred Twelve Dollars Fifty Cents (\$166,412.50) will be paid to the LWDA ("LWDA PAGA Payment") and the remaining twenty-five (25%) or Fifty-Five Thousand Four Hundred Seventy Dollars Eighty-Three Cents (\$55,470.83) ("Group PAGA Payment"), which will be distributed on a pro rata basis to Participating PAGA Group Members as Individual PAGA Group Member Payments.

13. "Individual PAGA Group Member Payment" means a PAGA Group Member's pro rata share of the Group PAGA Payment, calculated by determining a PAGA Group Member's portion of total Pay Periods worked by all PAGA Group Members during the PAGA Period, based on employment dates in the Employee Data.

14. "Judgment" means the judgment entered by the Court that provides full and final approval of the Settlement.

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

16. "LWDA PAGA Payment" means seventy-five (75%) or One Hundred Sixty Six Thousand Four Hundred Twelve Dollars Fifty Cents (\$166,412.50) of the PAGA Settlement Amount, which will be paid the LWDA under Labor Code section 2699, subd. (i).

1 17. "Group PAGA Payment" means Fifty-Five Thousand Four Hundred Seventy
2 Dollars Eighty-Three Cents (\$55,470.83) of the PAGA Settlement Amount, which will be
3 distributed on a pro rata basis to Participating PAGA Group Members as Individual PAGA
4 Group Member Payments.

5 18. "Operative Complaint" means the First Amended Complaint filed on October 26,
6 2023, or an amended complaint that the Parties have stipulated that Plaintiff(s) will file to
7 encompass additional claims and/or theories not alleged in the complaint preceding the
8 mediation, but that were negotiated, valued, and released at mediation for valuable consideration
9 in this Settlement.

10 19. "PAGA Group Member" means any person who performed any work for
11 Defendant as a non-exempt employee in the State of California at any time between during the
12 PAGA Period.

13 20. "Operative PAGA Notice" means the amended letter sent by Plaintiffs to
14 Defendant and the LWDA on April 16, 2024, encompassing additional claims and/or theories
15 not alleged in Plaintiffs' initial August 15, 2023 letter, but that were negotiated, valued, and that
16 the parties intend to release at mediation for valuable consideration in this Settlement.

17 21. "PAGA Period" means the period from August 16, 2022 to the date of Approval
18 of the PAGA settlement.

19 22. "Pay Period" means any Pay Period during the PAGA Period in which an PAGA
20 Group Member worked for Defendant for at least one (1) day.

21 23. "Plaintiff(s)" means the named plaintiff(s) in the Action, Martin Cerda, Noel
22 Cisneros, Jesus Landeros, and Jose Tlapalamatl.

23 24. "Representative Counsel Expenses" means the amounts allocated to
24 Representative Counsel for reimbursement of reasonable expenses incurred to prosecute the
25 Action. Defendant agrees not to oppose a reasonable Attorneys' Expenses up to Eight Thousand
26 Dollars Zero Cents (\$8,000) and a fee request not to exceed One Hundred Sixteen Thousand Six
27 Hundred Sixty Six Dollars Sixty Seven Cents (\$116,666.67).

28 25. "Representative Counsel Fees" means the amounts allocated to Representative
Counsel for reimbursement of reasonable attorneys' fees incurred to prosecute the Action.

Defendant agrees not to oppose a reasonable Attorneys' Fees request up to 33% of the Gross Settlement Amount.

26. "Released PAGA Claims" means the claims being released by PAGA Group Members, through this Agreement, subject to Court Approval of this Settlement, including, but not limited to, any and all claims for civil penalties under PAGA based on violations of Labor Code sections 201, 202, 203, 204, 210, 215, 216, 218.5, 218.6, 226.3, 226.4, 226.6, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2802, 2810.5, 2699, 2699.3, 2699.5, and IWC Wage Orders which were alleged in any LWDA notice and subsequently pled in the Operative Complaint and/or any amended complaint, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice Plaintiff sent to the LWDA ("Released PAGA Claims"). The specific PAGA penalties released, based upon the underlying California Labor Code Violations alleged in this lawsuit include, California Labor Code Sections 204, 210, 215, 216, 226.3, 226.4, 226.6, 558, 2802, 2810.5. The Parties agree that the judgment, and Released PAGA Claims provided herein, shall have res judicata effect.

27. "Released Parties" means Defendant and Defendant's former and present parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and its current, former, and future owners, officers, shareholders, directors, members, managers, operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers, and agents, and any successors, assigns, or legal representatives and any individual or entity who or which could be jointly liable with Defendant and all persons or entities acting by, through under or in concert with any of them, including but not limited to any and all staffing agencies and professional employment organizations that supplied employees covered by this Settlement to Defendant, or performed professional employment organization service with respect to employees covered by this Settlement, as applicable.

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

29. “National Change of Address Search” means the Administrator’s investigation and search for current mailing addresses for all employees contemplated by this Settlement, using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator.

Hearings & Procedure

30. *Drafting of Motions.* Representative Counsel shall be responsible for preparing and timely filing all requisite motions necessary to secure Approval(s) of the settlement. This encompasses the drafting of essential documents such as the notices, supporting memoranda, proposed orders, and judgments, collectively termed as the “Motions for Settlement Approval.” These motions will seek the Court’s endorsement under appropriate legal guidelines. Representative Counsel will provide Defendant’s Counsel with copies of all such filings no later than five (5) days prior to the deadline(s) for the same to be filed with the Court.

31. *Final Settlement Approval Hearing and Entry of Judgment.* Representative Counsel will obtain a hearing before the Court to determine the Approval of the Settlement Agreement along with the amounts properly payable for: (i) Individual Group Member Settlement Payments; (ii) Representative Counsel’s Fees and Costs; (iii) the PAGA Settlement Amount; and (iv) all Administration Expenses. Representative Counsel will be responsible for drafting all documents necessary to obtain full and final Approval. Representative Counsel will also be responsible for drafting the attorneys’ fees and costs application to be presented to the Court.

32. *Judgment and Continued Jurisdiction.* Upon Approval of the Settlement by the Court, the Parties will present a proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule 3.771(b), the Administrator shall post on its website a copy of the Judgment for a period of thirty (30) days from the date the Court signs the Judgment. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement Agreement; (ii) settlement administration matters; and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

33. *Amended Judgment.* If any amended judgment is required, the parties will work

1 together in good faith to jointly submit and a proposed amended judgment.

2 34. *Stay of Litigation.* The Parties agree that upon the latter of the date of mediation
3 of this dispute, or the execution of the Memorandum of Understanding, that the litigation in this
4 Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
5 that pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a
6 case to trial under California Code of Civil Procedure section 583.310 for the entire period of this
7 settlement process through Approval.

8 **Monetary Terms**

9 35. *Gross Settlement Amount.* The Parties have agreed that the Gross Settlement
10 Amount that Defendant will be required to pay to fully satisfy all claims and expenses associated
11 with fully and forever resolving the Action will be Three Hundred Fifty Thousand Dollars and
12 Zero Cents (\$350,000). The Gross Settlement Amount will be the sole fund from which the
13 payment of all of the following shall be made: Administration Expenses, Representative Counsel
14 Fees, Representative Counsel Expenses, PAGA Settlement Amount, and Net Settlement Amount
15 (from which Individual PAGA Payments will be made). Under no circumstances will Defendant
16 be required to pay more than the Gross Settlement Amount.

17 36. *Unopposed Representative Counsel Fees and Expenses Request.* Defendant agrees
18 not to oppose a reasonable Attorneys' Fees request by Representative Counsel of up to 33% of
19 the Gross Settlement Amount. Defendant also agrees not to oppose any application by
20 Representative Counsel for the reimbursement of the actual costs and expenses associated with
21 litigation and settlement of the Action, provided it does not exceed One Hundred Sixteen
22 Thousand Six Hundred Sixty Six Dollars Sixty Seven Cents (\$116,666.67). In consideration of
23 the Representative Counsel Fees and Expenses awarded by the Court, Plaintiff(s) and
24 Representative Counsel waive any and all claims to any further attorneys' fees and expenses in
25 connection with the Action.

26 37. *Amount of Administration Expenses.* The Administrator will be paid for the
27 reasonable fees and costs associated with the Administration Expenses not to exceed Three
28 Thousand Four Hundred Fifty Dollars Zero Cents (\$3,450), except for a showing of good cause

1 and as approved by the Court. To the extent the Administration Expenses are lower or the Court
2 approves less than the requested amount of Three Thousand Four Hundred Fifty Dollars Zero
3 Cents (\$3,450), the remainder of the funds shall be allocated to the PAGA Settlement Amount.

4 38. *Calculation and Distribution of PAGA Settlement Amount.* The Parties have
5 agreed to a PAGA Settlement Amount of Two Hundred Twenty One Thousand, Eight Hundred
6 Eighty Three Thousand Dollars Thirty Three Cents (\$221,883.33), subject to Court approval. Of
7 the PAGA Settlement Amount, seventy-five percent (75%) or One Hundred Sixty Six Thousand
8 Four Hundred Twelve Dollars Fifty Cents (\$166,412.50) will be paid to the LWDA ("LWDA
9 PAGA Payment") and the remaining twenty-five (25%) or Fifty-Five Thousand Four Hundred
10 Seventy Dollars Eighty-Three Cents (\$55,470.83) ("Group PAGA Payment"), which will be
11 distributed on a pro rata basis to Participating PAGA Group Members as Individual PAGA Group
12 Member Payments.

13 39. *Estimated PAGA Pay Periods and PAGA Group Members.* Based on the Employee
14 Data, Defendant estimates that there are approximately Two Thousand Four Hundred Ninety
15 (2,490) Pay Periods that were worked by approximately One Hundred Thirty Five (135)
16 employees in the PAGA Period.

17 40. *Escalator Clause.* In the event the actual total number of Pay Periods exceeds Two
18 Thousand Four Hundred Ninety (2,490) by more than 10% (i.e., $2,490 * 1.1$) the Gross Settlement
19 Amount shall be increased on pro rata basis at a value of One Hundred Forty Dollars Fifty-Six
20 Cents (\$140.56) per workweek. For example, if the total number of workweeks is $[2,490 + 1]$,
21 Defendant would have to increase the Gross Settlement Amount by \$140.56 for a total of
22 $[\$350,000 + \$140.56]$.

23 41. *Settlement Funding.* Defendant will fund the Gross Settlement Amount according
24 to the terms and schedule below:

25 a. Amount: Defendant will fund the entire Gross Settlement Amount in one (1)
26 installment;

27 b. Timing: Defendant will pay the first, and only, installment within thirty (30)
28 days of the Court granting full and final Approval to the Settlement.

43. *PAGA Release.* Upon the date the Court enters an order granting final approval of the Settlement, the State of California and all PAGA Group Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, waived, and discharged any and all of the Released Parties of and from any and all Released PAGA Claims accruing during the PAGA Period, including any and all claims for civil penalties under PAGA based on violations of Labor Code sections 201, 202, 203, 204, 210, 215, 216, 218.5, 218.6, 226.3, 226.4, 226.6, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2802, 2810.5, 2699, 2699.3, 2699.5, and IWC Wage Orders which were alleged in any LWDA notice and subsequently pled in the Operative Complaint and/or any amended complaint, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice Plaintiff sent to the LWDA. The Parties agree that the judgment, and Released PAGA Claims provided herein, shall have res judicata effect.

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Settlement Administration

45. *Administrator Duties, Generally.* 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.

46. *Selection of Administrator.* The Parties have jointly selected ILYM GROUP, INC. to serve as the Administrator. 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.

47. *Cooperation of Parties In Administration Process.* The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

48. *Qualified Settlement Fund.* The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

49. *Individual PAGA Group Member Settlement Payment Calculations.* The Administrator will calculate the amount of PAGA Group Member Settlement Payments by dividing the PAGA Group Member by the Pay Periods worked by all PAGA Group Members in the PAGA Period, and then multiplying that amount by the number of Pay Periods worked by each PAGA Group Member in the PAGA Period, based on the Employee Data.

50. *Weekly Notices Mailed & Returned Reports.* The Administrator must, on a weekly basis, provide written reports to Counsel for both Parties that include the number of notices mailed, returned, remailed, and checks mailed, as applicable, during the Administration process.

51. *No Credit Toward Benefit Plans.* Payments made under this Agreement will not obligate Defendant to confer any additional benefits to PAGA Group Members or otherwise entitle the same to any additional payments (such as 401(k) contributions, vacation, sick time, or bonuses) beyond those specified in this Agreement.

52. *Final Distribution Report by Settlement Administrator.* Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will

1 provide Counsel for both Parties with a final report detailing its disbursements (by employee
2 identification number only) of all payments made under this Agreement. At least fifteen (15) days
3 before any deadline set by the Court, the Administrator will prepare, and submit to Counsel for
4 both Parties, a signed declaration suitable for filing in Court attesting to its disbursement of all
5 payments required under this Agreement. Representative Counsel will be responsible for filing
6 the Administrator's declaration in Court.

7 Taxes

8 53. *No Tax Advice.* Neither Plaintiff, Representative Defendant nor Defendant's
9 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
10 Settlement be relied upon as such within the meaning of United States Treasury Department
11 Circular 230 (31 CFR Part 10, as amended) or otherwise.

12 54. *Tax Treatment of Individual PAGA Group Member Settlement Payments.* All
13 Individual PAGA Group Member Settlement Payments will be allocated as follows: 100% will
14 be considered as penalties and will be reported on an IRS Form-1099 by the Administrator.

15 55. *Administration of Taxes by the Claims Administrator.* The Administrator will be
16 responsible for issuing to PAGA Group Members, Representative Counsel, and Defendant any
17 1099 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement
18 Agreement.

19 Terms, Misc.

20 56. *Impact of Any Court Determination Not Approving of Settlement.* In the event that
21 the Court does not enter an Approval Order and this Settlement Agreement does not become
22 effective, the following will occur:

23 a. on the date approval is denied, the status of the Action will be deemed to
24 return to its status at the time immediately prior to, and as if the Parties had never executed
25 this Settlement Agreement; and

26 b. the Parties stipulate to thirty (30)-day stay of the Action, including
27 discovery, to provide the Parties time to make any adjustments or corrections needed to
28 obtain Approval of this Settlement. The parties shall exercise good faith in undertaking

1 measures to re-submit to the court a modified PAGA settlement based upon the issues the
2 court gave for not approving the PAGA settlement.

3 57. *Nullification of Settlement Agreement.* In the event that: (i) the Court does not
4 finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement
5 does not become final for any other reason, then this Settlement Agreement and any documents
6 generated to bring it into effect will be null and void. Any order or judgment entered by the Court
7 in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.
8 In such case, the Settlement shall not be used or be admissible in any subsequent proceedings,
9 either in this Action, this Court, or any other Court or forum.

10 58. *No Prior Assignments.* The Parties separately represent and warrant that they have
11 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
12 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
13 action, or right released and discharged by the Party in this Settlement.

14 59. *Exhibits Incorporated by Reference.* The terms of this Settlement Agreement
15 include the terms set forth in any attached Exhibits, which are incorporated by this reference as
16 though fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an
17 integral part of the Settlement.

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

21 61. *Authorization to Enter into Settlement Agreement.* Representative Counsel and
22 Counsel for Defendant separately warrant and represent that they are authorized by Plaintiffs and
23 Defendant, respectively, to take all appropriate action required or permitted to be taken by such
24 Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents
25 reasonably required to effectuate the terms of this Agreement including any amendments to this
26 Agreement.

27 62. *Binding on Successors and Assigns.* The Parties warrant that they understand and
28 have full authority to enter into this Agreement, and further intend that this Agreement will be

fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement Agreement, as previously defined.

63. *Execution and Counterparts.* This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

64. *Acknowledgement that the Settlement is Fair and Reasonable.* The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

65. *Invalidity of Any Provision.* Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

66. *Captions.* The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

68. *Mutual Preparation.* 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.

69. *Enforcement Actions & Prevailing Party's Fees.* In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party will be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

70. *All Terms Subject to Final Court Approval.* All amounts and procedures described in this Settlement Agreement will be subject to final Court approval.

71. *No Admission of Liability.* 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 Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. If, for any reason, the Court does not grant Approval or enter Judgment, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right 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).

72. *Representation by Counsel.* The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel.

73. *Communications & Publicity.* The Parties and their counsel agree that they will not publicize or issue or post any press releases, advertising, or marketing, or initiate any contact with the media about this case or the parties involved, including the fact, amount, or terms of the

1 Settlement. Plaintiff, Representative Counsel, Defendant and Defendant's Counsel separately
2 agree that, until the Motion for Approval is filed, they will not disclose, disseminate and/or
3 publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms
4 of the Agreement directly or indirectly, specifically or generally, to any person, corporation,
5 association, government agency, or other entity except: (1) to the Parties' attorneys, accountants,
6 or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a
7 related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4)
8 in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by
9 a state or federal government agency. Each Party agrees to notify each other Party of any judicial
10 or agency order, inquiry, or subpoena seeking such information. Plaintiff, Representative
11 Counsel, Defendant and Defendant's Counsel separately agree not to, directly or indirectly,
12 initiate any conversation or other communication, before the filing of the Motion for Approval,
13 any with third party regarding this Agreement or the matters giving rise to this Agreement except
14 to respond only that "the matter was resolved," or with words to that effect. This paragraph does
15 not restrict Representative Counsel's communications with employees contemplated by this
16 Settlement in accordance with ethical obligations owed to the same.

17 74. *Disputes.* Any dispute between the Parties concerning the interpretation or
18 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such
19 resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute.

20 75. *Applicable Law.* All terms and conditions of this Stipulation and its exhibits will
21 be governed by and interpreted according to the laws of the State of California, without giving
22 effect to any conflict of law or choice of law principles.

23 76. *Integrated Agreement.* Upon execution by all Parties and their counsel, this
24 Agreement together with its attached exhibits shall constitute the entire agreement between the
25 Parties relating to the Settlement, superseding any and all oral representations, warranties,
26 covenants, or inducements made to or by any Party. Further, no Defendant's respective payment
27 hereunder to Plaintiffs pursuant to this Agreement, no matter the amount, shall be deemed a
28 voluntary payment or otherwise be used against the paying Defendant for any purpose, including

inter alia, as a defense to any reserved claims of the paying Defendant.

77. *Defendant's Reserved Claims.* Nothing in this Agreement is intended to, and shall not constitute, a release or waiver of any claims that Defendant may have against Plaintiff, or any employee who may release claims against Defendant through this Settlement; all such claims being expressly reserved ("Reserved Claims").

78. Upon the Administrator declaring there has been full disbursement, including residuals from uncashed checks to the Unclaimed Property Fund of the State Controller as provided for in Paragraph 42 of this release, Plaintiffs will undertake efforts to dismiss the PAGA cause of action pled in this lawsuit.

79. *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 court day thereafter.

80. *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:

Robert H. Pepple
rpepple@nixonpeabody.com
 Alejandro J. Castro
acastro@nixonpeabody.com
 NIXON PEABODY LLP
 300 S. Grand Avenue, Suite 4100
 Los Angeles, CA 90071-3151

Karl Gerber
kgerber@emplaw.net
 EMPLOYMENT LAWYERS GROUP
 13418 Ventura Blvd.
 Sherman Oaks, CA 91423.

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Executed on Sep 10, 2024


Martin G Cerda (Sep 10, 2024 16:37 PDT)

MARTIN CERDA

Executed on _____

By: _____
NOEL MONJE-CISNEROS

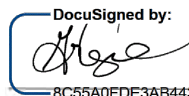
Executed on _____

By: _____
JESUS LANDEROS

Executed on _____

By: _____
JOSE A. TLAPALAMATL-YEPEZ

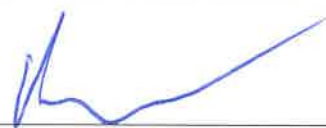
Executed on 9/19/2024

By: 
DocuSigned by:
Greg Weaver
8C55A0FDE3AB443...

DEFENDANT GOLDEN STATE
DRILLING INC. (name)

Executed on 9-11-24

EMPLOYMENT LAWYERS GROUP

By: 
Karl Gerber

Attorney for Plaintiffs
MARTIN CERDA, NOEL CISNEROS,
JESUS LANDEROS, JOSE
TLAPALAMATL

Executed on SEPT. 23, 2024

NIXON PEABODY LLP

By: 

Robert H. Pepple
Alejandro J. Castro

Attorneys for Defendant
GOLDEN STATE DRILLING, INC.

PAGA Settlement Agreement

Final Audit Report

2024-09-10

Created:	2024-09-10
By:	Maria zavalala (backoffice@emplaw.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2w3tggN-OJ1TUiuOAGI2AzstFogTzY36

"PAGA Settlement Agreement" History

-  Document created by Maria zavalala (backoffice@emplaw.net)
2024-09-10 - 5:33:52 PM GMT
-  Document emailed to gallardo.m1009@icloud.com for signature
2024-09-10 - 5:34:36 PM GMT
-  Email viewed by gallardo.m1009@icloud.com
2024-09-10 - 11:36:02 PM GMT
-  Signer gallardo.m1009@icloud.com entered name at signing as Martin G Cerda
2024-09-10 - 11:37:22 PM GMT
-  Document e-signed by Martin G Cerda (gallardo.m1009@icloud.com)
Signature Date: 2024-09-10 - 11:37:24 PM GMT - Time Source: server
-  Agreement completed.
2024-09-10 - 11:37:24 PM GMT

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Executed on _____

MARTIN CERDA

Executed on Sep 11, 2024

By: 
Noel Monje Cisneros (Sep 11, 2024 09:00 PDT)
NOEL MONJE-CISNEROS

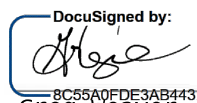
Executed on _____

By: _____
JESUS LANDEROS

Executed on _____

By: _____
JOSE A. TLAPALAMATL-YEPEZ

Executed on 9/19/2024

By: 
8C55A0FDE3AB443...
Greg Weaver (name)
DEFENDANT GOLDEN STATE
DRILLING INC.

Executed on _____

EMPLOYMENT LAWYERS GROUP

By: _____
Karl Gerber

Attorney for Plaintiffs
MARTIN CERDA, NOEL CISNEROS,
JESUS LANDEROS, JOSE
TLAPALAMATL

Executed on SEPT. 23, 2024

NIXON PEABODY LLP

By: 

Robert H. Pepple
Alejandro J. Castro

Attorneys for Defendant
GOLDEN STATE DRILLING, INC.

PAGA Settlement Agreement

Final Audit Report

2024-09-11

Created:	2024-09-10
By:	Maria zavalala (backoffice@emplaw.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVtGAjkeqXbB6MDzpfGUyKR5-3noDlzh6

"PAGA Settlement Agreement" History

-  Document created by Maria zavalala (backoffice@emplaw.net)
2024-09-10 - 5:43:35 PM GMT
-  Document emailed to nmonje35@gmail.com for signature
2024-09-10 - 5:44:22 PM GMT
-  Email viewed by nmonje35@gmail.com
2024-09-10 - 8:49:07 PM GMT
-  Signer nmonje35@gmail.com entered name at signing as Noel monje Cisneros
2024-09-11 - 3:00:47 PM GMT
-  Document e-signed by Noel monje Cisneros (nmonje35@gmail.com)
Signature Date: 2024-09-11 - 3:00:49 PM GMT - Time Source: server
-  Agreement completed.
2024-09-11 - 3:00:49 PM GMT

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7	Executed on <u>Sep 10, 2024</u>	By: <u>JESUS</u> JESUS LANDEROS
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10	Executed on _____	By: JOSE A. TLAPALAMATL-YEPEZ
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12	Executed on <u>9/19/2024</u>	By: <u>DocuSigned by:</u> <u>Greg Weaver</u> 8C55A0FDE3AB443... (name) DEFENDANT GOLDEN STATE DRILLING INC.
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19		By: Karl Gerber
20		Attorney for Plaintiffs
21		MARTIN CERDA, NOEL CISNEROS,
22		JESUS LANDEROS, JOSE
23		TLAPALAMATL
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1 Executed on SEPT. 23, 2024

2 NIXON PEABODY LLP

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4 By: 

5 Robert H. Pepple
6 Alejandro J. Castro

7 Attorneys for Defendant
8 GOLDEN STATE DRILLING, INC.
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PAGA Settlement Agreement

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Status:	Signed
Transaction ID:	CBJCHBCAABAAfNWxV0f50zTdnN0dFQ1-VOjV1V7iOLeO

"PAGA Settlement Agreement" History

-  Document created by Maria zavalala (backoffice@emplaw.net)
2024-09-10 - 5:52:25 PM GMT
-  Document emailed to landerosjesus1342@gmail.com for signature
2024-09-10 - 5:53:17 PM GMT
-  Email viewed by landerosjesus1342@gmail.com
2024-09-11 - 3:20:50 AM GMT
-  Signer landerosjesus1342@gmail.com entered name at signing as Jesus Landeros
2024-09-11 - 3:21:24 AM GMT
-  Document e-signed by Jesus Landeros (landerosjesus1342@gmail.com)
Signature Date: 2024-09-11 - 3:21:26 AM GMT - Time Source: server
-  Agreement completed.
2024-09-11 - 3:21:26 AM GMT



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12	Executed on <u>9/19/2024</u>	By: <u>DocuSigned by:</u> <u>Greg Weaver</u> 8C55A0FDE3AB443... (name) DEFENDANT GOLDEN STATE DRILLING INC.
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17		
18		
19		By: Karl Gerber
20		Attorney for Plaintiffs
21		MARTIN CERDA, NOEL CISNEROS,
22		JESUS LANDEROS, JOSE
23		TLAPALAMATL
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1 Executed on SEPT. 23, 2024

2 NIXON PEABODY LLP

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4 By: 

5 Robert H. Pepple
6 Alejandro J. Castro

7 Attorneys for Defendant
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PAGA Settlement Agreement

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Transaction ID:	CBJCHBCAABAAfNWxV0f50zTdnN0dFQ1-VOjV1V7iOLeO

"PAGA Settlement Agreement" History

-  Document created by Maria zavalala (backoffice@emplaw.net)
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-  Document emailed to landerosjesus1342@gmail.com for signature
2024-09-10 - 5:53:17 PM GMT
-  Email viewed by landerosjesus1342@gmail.com
2024-09-11 - 3:20:50 AM GMT
-  Signer landerosjesus1342@gmail.com entered name at signing as Jesus Landeros
2024-09-11 - 3:21:24 AM GMT
-  Document e-signed by Jesus Landeros (landerosjesus1342@gmail.com)
Signature Date: 2024-09-11 - 3:21:26 AM GMT - Time Source: server
-  Agreement completed.
2024-09-11 - 3:21:26 AM GMT



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Executed on _____

MARTIN CERDA

Executed on _____

By:

NOEL MONJE-CISNEROS

Executed on _____

By:

JESUS LANDEROS

Executed on Sep 11, 2024

By:

Jose A. Yezpe
JOSE A. TLAPALAMATL-YEPEZ

Executed on 9/19/2024

By:

DocuSigned by:
[Signature]
8C55A0FDE3AB443...
Greg Weaver (name)
DEFENDANT GOLDEN STATE
DRILLING INC.

Executed on _____

EMPLOYMENT LAWYERS GROUP

By:

Karl Gerber

Attorney for Plaintiffs
MARTIN CERDA, NOEL CISNEROS,
JESUS LANDEROS, JOSE
TLAPALAMATL

1 Executed on SEPT. 23, 2024

2 NIXON PEABODY LLP

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4 By: 

5 Robert H. Pepple
6 Alejandro J. Castro

7 Attorneys for Defendant
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PAGA Settlement Agreement

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2024-09-11

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By:	Maria zavalala (backoffice@emplaw.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy5D6qmVxUiRGzw7VXkgQnkJQQF1LiOZp

"PAGA Settlement Agreement" History

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-  Document emailed to j.jose98@yahoo.com for signature
2024-09-11 - 9:22:40 PM GMT
-  Email viewed by j.jose98@yahoo.com
2024-09-11 - 9:24:44 PM GMT
-  Signer j.jose98@yahoo.com entered name at signing as Jose yepez
2024-09-11 - 9:25:28 PM GMT
-  Document e-signed by Jose yepez (j.jose98@yahoo.com)
Signature Date: 2024-09-11 - 9:25:30 PM GMT - Time Source: server
-  Agreement completed.
2024-09-11 - 9:25:30 PM GMT

