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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CATHERINE ANDERSON, as an
individual and on behalf of all others
similarly situated; JOSE RODRIGUEZ,
as an individual on behalf of himself
and all other similarly situated,

Plaintiffs,

vs.

KINDER MORGAN, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 23STCV25789

Assigned to the Hon. Laura A. Seigle, Dept.
SSC-17

**DECLARATION OF GEORGE S.
AZADIAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT & PAGA
SETTLEMENT**

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DECLARATION OF GEORGE S. AZADIAN

I, George S. Azadian, declare as follows:

1. I am an attorney at law duly licensed to practice before all of the courts of the State of California, and I am President of the Azadian Law Group, PC (“Class Counsel”) attorneys of record for Plaintiff Jose Rodriguez (“Plaintiff Rodriguez”) and the proposed settlement class (the “Class”) in the above-captioned matter.

2. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath.

3. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and PAGA Settlement (the “Motion”).

4. Attached hereto as **Exhibit 1** is a true and correct copy of the Class Action and PAGA Settlement Agreement (the “Settlement” or “Settlement Agreement”) with the Class Notice attached as **Exhibit A** thereto.

5. The Settlement Agreement and Class Notice are based on the Los Angeles Superior Court Model Form and a redline showing the changes from the Model Form is attached hereto as **Exhibit 2**.

6. Pursuant to California Labor Code § 2699(1), the Settlement Agreement has been provided to the Labor and Workforce Development Agency and proof of submission is attached hereto as **Exhibit 3**.

7. Plaintiffs Catherine Anderson and Jose Rodriguez (collectively, “Plaintiffs”) and Defendant Kinder Morgan, Inc. (“Defendant”) have reached a proposed class action settlement and PAGA settlement. Plaintiffs and Defendant (collectively, the “Parties”) have entered into the Settlement Agreement. The Settlement provides for a non-reversionary payment of \$375,000 and Defendant will be separately responsible for any

1 employer payroll taxes. Approximately \$182,500¹ will be available for disbursement to
2 all Participating Class Members (the Settlement's "Net Settlement Amount"). There are
3 approximately 485 Class Members who worked a total of 79,624 Workweeks between
4 September 28, 2022 and January 6, 2025. Based on these 79,624 Workweeks worked by
5 all Class Members during this time, each week worked would have a net value of
6 approximately \$2.29 and a gross value of approximately \$4.71. The Agreement also
7 contains an escalator clause to ensure that if the number of Workweeks materially
8 changes, Defendant will either increase the settlement amount or cut-off the class period.

9 8. The Settlement occurred as a result of extensive arm's length negotiations
10 by experienced counsel after sufficient discovery and investigation into the facts, and
11 after a mediation with Michael Ludwig, Esq., a highly experienced and well-respected
12 class action mediator. As detailed below, the Settlement is fair, reasonable, and in the
13 best interests of the Settlement Class.

14 **THE PLEADINGS & NATURE OF THE ACTION**

15 9. Defendant is an energy infrastructure company whose pipelines transport
16 natural gas, gasoline, crude oil, carbon dioxide (CO2) and more. Defendant's terminals
17 store and handle renewable fuels, petroleum products, chemicals, vegetable oils and other
18 products.

19 10. Plaintiff Anderson was employed by Defendant in California between
20 approximately September 9, 2001 and February 1, 2023. Plaintiff Anderson worked as a
21 non-exempt employee as a Customer Service Representative and her job duties included
22 without limitation, training truck drivers on how to load gas, various procedures and
23 overseeing inventory.

24 ¹ The estimated Net Fund Value of \$182,500 is calculated by taking the \$375,000 Gross
25 Settlement Amount and subtracting: the requested Class Counsel Fees Payment of 1/3 of the
26 Gross Settlement Amount (\$125,000), Class Counsel Litigation Expenses Payment (in the
27 maximum amount of \$30,000), Class Representative Service Payment of \$5,000 to Plaintiff
28 Rodriguez, Class Representative Service Payment of \$2,500 to Plaintiff Anderson, the \$20,000
PAGA Penalties, and Administration Expenses Payment of \$10,000.

1 11. Plaintiff Rodriguez was employed by Defendant in California between
2 approximately January of 2022 and approximately July 26, 2023. Plaintiff Rodriguez
3 worked for Defendant as a non-exempt employee, in the position of Operator 12. In this
4 position, Plaintiff Rodriguez would monitor Defendant's pipelines, open and close
5 valves, and monitor various metrics.

6 12. This Action was filed on October 30, 2023. The Second Amended
7 Complaint is the operative complaint in this action and was filed on August 5, 2025. The
8 Second Amended Complaint alleges claims for: (1) Violations of Labor Code §§ 1194,
9 1194.2, and 1197, for unpaid wages; (2) Violations of Labor Code §§ 204, 510, 558,
10 1194, and 1198 for overtime wages; (3) Violations of Labor Code §§ 221-223 for failure
11 to pay all wages at the agreed-upon rate; (4) Violations of Labor Code §§ 226.7, 512, and
12 558 for non-compliant meal periods; (5) Violations of Labor Code §§ 226.7, 516, 558
13 and Wage Order for non-compliant rest periods; (6) Violations of Labor Code § 226 for
14 non-compliant wage statements; (7) Violations of Labor Code §§ 201-203 for failure to
15 pay all wages owed upon termination or resignation of employment; (8) Violations of
16 Labor Code § 2802 for failure to indemnify all necessary business expenses; (9)
17 Violations of Business and Professions Code § 17200; and (10) Civil Penalties pursuant
18 to the Private Attorney General Act of 2004 ("PAGA") (Lab. Code § 2698 et seq.).

19 **DISCOVERY TAKEN BY THE PARTIES**

20 13. Prior to mediation, Plaintiffs obtained, through formal and informal
21 discovery: (a) time and payroll records for a random sample of 20% of the putative class
22 members; (b) putative class data points, including, *inter alia*, the number of Class
23 Members and Aggrieved Employees, the number of employees in the waiting time
24 penalty period, the average hourly rate of pay, the number of Workweeks during the
25 Class and PAGA Periods, and the number of shifts through mediation; (c) Defendant's
26 wage and hour policy documents, including all written policies relating to meal and rest
27 breaks, overtime, clocking in and out, and recording of work time; and (d) all documents
28

1 pertaining to Plaintiffs available to Defendant.

2 14. Class Counsel retained a consultant to assist with a review of the time and
3 pay records in creating a damages model for purposes of the mediation.

4 15. Class Counsel also was able to obtain from Plaintiffs a number of
5 additional documents and electronically stored information utilized for the mediation,
6 including wage statements and time records.

7 **MEDIATION WITH MICHAEL LUDWIG, ESQ.**

8 16. On September 5, 2024, the Parties participated in a mediation with Michael
9 Ludwig, Esq. Mr. Ludwig was agreed to by the parties based on his excellent skills and
10 experience as a mediator in wage-and-hour class actions. The mediation was not
11 successful but the Parties continued to negotiate following the mediation with the
12 assistance of Mr. Ludwig. Through these further negotiations facilitated by Mr. Ludwig,
13 the Parties were able to come to an agreement to settle the Action. Thereafter, the Parties
14 negotiated the long-form Settlement Agreement, which is now presented to the Court for
15 preliminary approval.

16 **DEFENDANT'S POTENTIAL EXPOSURE**

17 17. The key data points upon which Plaintiff relied in analyzing the exposure at
18 the mediation are below:

- 19 • Total Class Size: 485
- 20 • Former Employees in Class: 96
- 21 • Workweeks During between September 28, 2022 and January 6, 2025: 79,624
- 22 • Aggrieved Employees: 392
- 23 • PAGA Pay Periods between September 28, 2022 and January 6, 2025: 16,949
- 24 • Average Hourly Rate between September 28, 2022 and January 6, 2025: \$35.80
- 25 • Between September 28, 2022 and January 6, 2025, Defendant paid premiums to
26 the Class, as follows:
 - 27 o Number of meal premiums paid: 138,288

- o Dollar value of meal premiums paid: \$4,951,312.83
- o Number of rest premiums paid: 64,263
- o Dollar value of rest premiums paid: \$2,403,348.35

A. Failure to Pay All Wages Owed (Lab. Code §§ 1194, 1194.2, and 1197)

18. Plaintiffs allege that they worked off-the-clock, which, along with other issues, resulted in underpayment of hourly wages. Assuming 10 minutes of off-the-clock work per Workweek, potential exposure would be \$474,899.83 [79,624 Workweeks x 10 minutes x \$35.80 Average Hourly Rate).

19. The risks related to proving the off-the-clock claims are significant. Defendant has produced facially compliant written policies and trainings related to employees being required to accurately record all hours worked. Given the nature of off-the-clock work, there are also no time records substantiating that such work occurred.

B. Underpayment of Overtime Wages (Lab. Code §§ 204, 510, 558, 1194, and 1198)

20. Under both California and Federal law, the determination of the regular rate of pay for purposes of determining the amount of overtime pay must include all remuneration earned by the employee including the employee's commissions, bonuses, shift-differential pay or other non-hourly compensation. See DLSE Manual § 49.2.1.2 ("Compute the regular rate by dividing the total earnings for the week, including earnings during overtime hours, by the total hours worked during the week, including the overtime hours."); see also 29 C.F.R. § 778.118-120 ("When the commission is paid on a weekly basis, it is added to the employee's other earnings for that workweek . . . and the total is divided by the total number of hours worked in the workweek to obtain the employee's regular hourly rate for the particular workweek.").

21. The "regular rate of pay" must include all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary commissions and bonuses. Ferra v. Loews Hollywood Hotel, LLC, 11 Cal. 5th 858, 878 (2021) ("regular

1 rate of pay' in section 510(a) . . . encompasses not only hourly wages but all
2 nondiscretionary payments for work performed by the employee.”); Alonzo v. Maximus,
3 Inc., 832 F. Supp. 2d 1122, 1130 (C.D. Cal. 2011). “Thus, when an employer calculates
4 1.5 times an employee’s regular rate of pay to pay overtime, the employer must include
5 bonuses, commissions, or any other income not subject to an exception in that
6 calculation.” Brum v. Marketsource, Inc., No. 2:17-cv-241-JAM-EFB, 2017 U.S. Dist.
7 LEXIS 94079, at *10 (E.D. Cal. June 16, 2017).

8 22. Here, Plaintiff alleged that he and other Class Members earned non-
9 discretionary bonuses related to achieving set bonus standards that Defendant did and
10 shift differentials.

11 23. However, Plaintiffs’ expert analysis of this regular rate issue revealed that
12 additional overtime compensation was paid to cover this non-discretionary incentive
13 compensation and shift differentials. While it is possible this additional non-
14 discretionary incentive compensation and shift differentials were not consistently taken
15 into account in calculating the overtime rate, Class Counsel was not able to locate any
16 examples where that occurred. Accordingly, Class Counsel does not believe that this
17 cause of action has value and has assigned a \$0 value based on the analysis performed.

18 **C. Failure to Pay All Wages At The Agreed-Upon Rate (Labor Code §§ 221-223)**

19 24. California Labor Code sections 221-223 provide that all non-exempt
20 employees are entitled to be paid all wages owed at the rate agreed upon with their
21 employer. Plaintiffs originally believed that they may not have been paid at the correct
22 rates of pay they were provided notice of during their employment. However, the
23 information provided by Defendant, including the personnel files for both Plaintiffs)
24 showed that Plaintiffs received notice of their hourly rates of pay and were paid
25 consistently with the notice provided. Class Counsel was not able to corroborate the
26 allegations in the Complaint and, therefore, Counsel does not believe that this cause of
27 action has value and has assigned a \$0 value based on the analysis performed.

1 **D. Failure to Provide Compliant Meal Periods (Lab. Code §§ 226.7, 512, and 558)**

2 25. California Labor Code section 512(a) and section 11 of the applicable
3 Industrial Welfare Commission Wage Order both provide that “[a]n employer may not
4 employ an employee for a work period of more than five hours per day without providing
5 the employee with a meal period of not less than 30 minutes” See Cal. Lab. Code §
6 512; see also IWC Wage Order No. 4–2001, subds. 10. “If an employer fails to provide
7 an employee a meal period or rest period in accordance with an applicable order of the
8 Industrial Welfare Commission, the employer shall pay the employee one additional hour
9 of pay at the employee’s regular rate of compensation for each work day that the meal or
10 rest period is not provided.” See Cal. Lab. Code § 226.7(b); see also Brinker Restaurant
11 Corp. v. Superior Court, 53 Cal. 4th 1004 (2012).

12 26. If time records show missed, short, or delayed meal periods with no
13 indication of proper compensation, then a rebuttable presumption arises of meal period
14 violations. Employers can rebut the presumption by presenting evidence that employees
15 were compensated for noncompliant meal periods or that they had in fact been provided
16 compliant meal periods during which they chose to work. Donohue v. AMN Servs.,
17 LLC, 11 Cal. 5th 58, 77 (2021).

18 27. An analysis of the time and pay records shows Defendant has paid a
19 significant amount of meal period penalties (\$4,951,312.83) between September 28, 2022
20 and January 6, 2025. However, an analysis of the time and pay data shows that even
21 taking into account the meal period penalties paid, there is a 14.2% net meal break
22 violation rate.

23 28. Damages for non-compliant meal periods are \$966,646.54 (14.2% net
24 violation rate x 190,150 shifts longer than 5 hours between September 28, 2022 and
25 January 6, 2025 x \$35.80 Average Hourly Rate). Meal break damages were calculated as
26 one hour of meal premiums for each unpaid meal break violation at the average hourly
27 rate.
28

1 29. The risks of establishing liability related to the meal period claim are
2 significant. Defendant contends that, to establish a violation for missed meal periods, a
3 plaintiff must do more than show that a meal break was not taken. Brinker, 53 Cal. 4th at
4 1004. So long as an employer provides employees with a “reasonable opportunity” to
5 take a duty-free meal period, it has no further duty to “police meal breaks and ensure no
6 work thereafter is performed.” Id. at 1040-41. Instead, a plaintiff must show the
7 employer impeded, discouraged, or prohibited the employee from taking a proper break,
8 or otherwise failed to release the employee of all control. Id. “Thus, the crucial issue
9 with regard to the meal break claim is the reason that a particular employee may have
10 failed to take a meal break.” Washington v. Joe’s Crab Shack, 271 F.R.D. 629, 641
11 (N.D. Cal. 2010). Further, Defendant paid a very significant number of meal periods
12 premium payments (\$4,951,312.83) between September 28, 2022 and January 6, 2025.
13 Accordingly, Defendant will argue that it made significant efforts to keep track of and
14 compensate the Class for any non-compliant meal periods.

15 **E. Failure to Provide Rest Periods (Lab. Code §§ 226.7, 516, 558)**

16 30. Employers in California are also required to authorize and permit all
17 employees to take a net 10-minute rest break for every four hours of work, or major
18 fraction thereof, which insofar as practicable shall be in the middle of each work period.
19 8 Cal. Code Reg. § 11050, subd. 12(A); Brinker, 53 Cal. 4th at 1028. As the California
20 Supreme Court held, an employer has an obligation to “relieve [its] employees of all
21 work-related duties and employer control during [their] 10-minute rest periods.”
22 Augustus v. ABM Sec. Servs., Inc., 2 Cal. 5th 257, 272 (2016). Employers must
23 compensate employees with an additional one hour of pay for each work day that a rest
24 period is not provided. Lab. Code § 226.7(b).

25 31. Class Counsel applied the same 14.2% net violation rate for meal periods in
26 estimating the violation rate for rest periods. While employees do not clock out for rest
27 periods the way they do for meal periods, applying this net rate seemed appropriate given
28

1 the relatively large amount (\$2,403,348.35) Defendant paid for non-compliant rest
2 periods between September 28, 2022 and January 6, 2025. Based on this analysis,
3 damages for non-compliant rest periods are \$1,716,431.79 (14.2% net violation rate x
4 337,641 shifts longer than 3.5 hours between September 28, 2022 and January 6, 2025 x
5 \$35.80 Average Hourly Rate). Rest break damages were calculated as one hour of rest
6 premiums for each unpaid rest break violation at the average hourly rate.

7 32. However, there are also unique risks to the rest period claim. Defendant
8 has facially compliant written rest period policies. Employers are not required to record
9 rest periods and such rest periods are paid. Thus, unlike meal periods, where there are
10 records showing whether an employee clocked out or not, there is no such evidence to
11 prove a missed rest period or that the employer refused to authorize and permit one.
12 Managing such claims at trial may be exceedingly difficult. Plaintiffs would depend on
13 sample witness testimony and surveys to prove the claims. While a victory with such
14 evidence is certainly possible, relevant caselaw makes such claims risky from a trial
15 management and due process perspective. See Duran v. U.S. Bank National Assn., 59
16 Cal. 4th 1, 31 (2014) (explaining “[I]f sufficient common questions exist to support class
17 certification, it may be possible to manage individual issues through the use of surveys
18 and statistical sampling.”). Further, Defendant paid a very significant number of rest
19 periods premium payments (\$2,403,348.35) between September 28, 2022 and January 6,
20 2025. Accordingly, Defendant will argue that it made significant efforts to keep track of
21 and compensate the Class for any non-compliant rest periods.

22 **F. Failure to Provide Accurate Written Wage Statements (Lab. Code § 226(a))**

23 33. California Labor Code section 226(a) provides that every employer shall
24 furnish each of its employees an accurate itemized statement in writing that includes: (1)
25 gross wages earned, (2) total hours worked by the employee, except as provided in
26 subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if
27 the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
28

1 made on written orders of the employee may be aggregated and shown as one item, (5)
2 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
3 the name of the employee and only the last four digits of his or her social security number
4 or an employee identification number other than a social security number, (8) the name
5 and address of the legal entity that is the employer and, if the employer is a farm labor
6 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
7 legal entity that secured the services of the employer, and (9) all applicable hourly rates
8 in effect during the pay period and the corresponding number of hours worked at each
9 hourly rate.”

10 34. Plaintiffs contend the wage statements also did not provide accurate
11 information by omitting the lack of meal/rest break premium pay that should have been
12 paid to Plaintiffs and the other Class Members and incorrectly stating the hours worked
13 due to alleged off-the-clock work. See Naranjo v. Spectrum Sec. Servs., Inc., 13 Cal. 5th
14 93 (2022) (Because premium pay for missed meal and rest breaks under Lab. Code, §
15 226.7, compensated employees for the work performed during a break period and
16 therefore constituted wages within the meaning of Lab. Code, §§ 200, subd. (a), 203, 226,
17 penalties could be available for an employer’s alleged failure to timely pay or report such
18 payments.).

19 35. Pursuant to Labor Code section 226(e), statutory damages are “fifty dollars
20 (\$50) for the initial pay period in which a violation occurs and one hundred dollars
21 (\$100) per employee for each violation in a subsequent pay period, not to exceed an
22 aggregate penalty of four thousand dollars (\$4,000).” As proving actual damages for
23 each employee on a class-wide basis is unlikely, this claim would likely be subject to a
24 one-year statutory period.² Thus, the maximum amount of the penalty would be

25 _____
26 ² “Courts that have recognized that two limitations periods apply to Section 226 have uniformly
27 found that the \$50 and \$100 figures recoverable under Section 226(e)(1) are penalties, subject to
28 a one-year limitation period.” Novoa v. Charter Communs., Ltd. Liab. Co., 100 F. Supp. 3d
1013, 1025 (E.D. Cal. 2015) (citing Taylor v. W. Marine Prods., No. C 13-04916 WHA, 2014
U.S. Dist. LEXIS 133728, at *7 (N.D. Cal. Sep. 19, 2014); Sarkisov v. Stonemor Partners, L.P.,

1 \$566,040.00 [\$4,000 maximum penalty x 392 employees one-year statutory period in one
2 year period].

3 36. However, Defendant contends that the wage statements were accurate in all
4 material respects and that Labor Code section 226 requires “a knowing and intentional
5 failure by an employer to comply with subdivision (a).” See Cal. Lab. Code § 226(e); see
6 also Cal. Lab. Code § 226(e)(3) (For purposes of this subdivision, a “knowing and
7 intentional failure” does not include an isolated and unintentional payroll error due to a
8 clerical or inadvertent mistake.”) In this regard, Defendant contends that any failure to
9 include information on wage statements was an inadvertent or isolated mistake.

10 **G. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203)**

11 37. Labor Code sections 201-203 provide that if an employer discharges an
12 employee, the wages earned and unpaid at the time of discharge are due and payable
13 immediately, and if an employee quits his or her employment, his or her wages shall
14 become due and payable not later than seventy-two (72) hours thereafter. Plaintiff
15 contended that former employees were denied wages owed to them due to not receiving
16 all regular wages, overtime wages, and premium pay for non-compliant meal/rest periods
17 (discussed above). See Naranjo, 13 Cal. 5th 93 (Because premium pay for missed meal
18 and rest breaks under Lab. Code, § 226.7, compensated employees for the work
19 performed during a break period and therefore constituted wages within the meaning of
20 Lab. Code, §§ 200, subd. (a), 203, 226, penalties could be available for an employer’s
21 alleged failure to timely pay or report such payments.). “Failure to pay an employee all
22 premium pay required by the Labor Code and Wage Orders as required by Labor Code
23 §§ 201 and 202, such as overtime premium, reporting time pay, meal period/rest period
24 premium, and split shift premium pay, may entitle an employee to waiting time
25 penalties.” See DLSE Manual § 4.3.4.1. Labor Code section 203 provides that if an

26 _____
27 No. C 13-04834 WHA, 2014 U.S. Dist. LEXIS 47021, at *2 (N.D. Cal. Apr. 3, 2014); Mouchati
28 v. Bonnie Plants, Inc., No. EDCV 14-00037-VAP (SPx), 2014 U.S. Dist. LEXIS 60855, at *8-9
(C.D. Cal. Mar. 6, 2014); Singer v. Becton, Dickinson & Co., Med.-Safe Sys., No. 08cv821 IEG
(BLM), 2008 U.S. Dist. LEXIS 56326, at *4-5 (S.D. Cal. July 23, 2008).

1 employer willfully fails to pay wages owed, in accordance with sections 201 and 202,
2 then the wages of the employee shall continue as a penalty from the due date thereof at
3 the same rate until paid or until an action is commenced; but the wages shall not continue
4 for more than thirty (30) days.

5 38. Maximum damages for statutory penalties would be \$824,832. Waiting
6 time penalties were calculated pursuant to California Labor Code Section 203 for the 96
7 Class Members who are former employees. The penalty was calculated as 30 days of
8 wages per employee (96 former employees x \$35.80 Average Hourly Rate x 8 Hours x 30
9 Days). However, to prevail under section 203, Plaintiffs must establish not only the
10 underlying violations addressed above and that the wages were paid late, but also that
11 Defendant's failure to timely pay such wages was willful. Lab. Code § 203(a). A good
12 faith belief in a legal defense precludes any finding of willfulness. Gonzalez v.
13 Downtown LA Motors, 215 Cal. App. 4th 36, 54 (2013). All of the obstacles to proving
14 liability present the same challenges for this claim.

15 **H. Failure to Indemnify (Lab. Code § 2802)**

16 39. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her
17 employee for all necessary expenditures or losses incurred by the employee in direct
18 consequence of the discharge of his or her duties, or of his or her obedience to the
19 directions of the employer." Labor Code § 2802(a). The purpose of the statute is to
20 "prevent employers from passing their operating expenses on to their employees."
21 Gattuso v. Harte-Hanks Shoppers, Inc., 42 Cal. 4th 554, 562 (2007). The right to
22 reimbursement of business expenses cannot be waived or released; any contract or policy
23 that tries to do so is void. Labor Code § 2804. Whether or not an expense is
24 reimbursable does not depend on whether the employee made a request for
25 reimbursement. The obligation to reimburse is triggered once employers have actual or
26 constructive knowledge of the employee's expense. Stuart v. RadioShack Corp., 641
27 F.Supp.2d 901 (N.D. Cal. 2009).

1 40. Plaintiffs alleged this claim to preserve all rights related to potential
2 unreimbursed cell phone expenses. However, discovery revealed that use of cell phones
3 was not needed by Plaintiffs or the Class Members for work purposes. Accordingly,
4 there is no realistic exposure related to this cause of action.

5 **I. Unfair Competition (Bus. & Prof. Code § 17200 et seq.)**

6 41. To establish a claim under the UCL, a plaintiff must show that the
7 defendant's conduct was unlawful, unfair, or fraudulent. South Bay Chevrolet v. General
8 Motors Acceptance Corp., 72 Cal. App. 4th 861, 878 (1999). "[A]n action under the
9 UCL is not an all-purpose substitute for a tort or contract action." Korea Supply Co. v.
10 Lockheed Martin Corp., 29 Cal. 4th 1134, 1150 (2003). Though a plaintiff may assert a
11 UCL claim for purported wage violations, remedies are still limited to restitutionary and
12 injunctive relief. See Korea Supply, 29 Cal. 4th at 1148-51; see also Cortez v. Purolator
13 Air Filtration Products Co., 23 Cal. 4th 163, 173 (2000). Accordingly, as this is a
14 derivative claim it would not result in additional recovery above and beyond the recovery
15 permitted by the other claims at issue.

16 **J. Civil Penalties pursuant to the Private Attorney General Act of 2004**
17 **("PAGA") (Lab. Code § 2698 et seq.)**

18 42. Under the PAGA an "aggrieved employee" may bring a civil action
19 personally and on behalf of other current or former employees to recover civil penalties
20 for Labor Code violations. Cal. Lab. Code § 2699; see also Arias v. Superior Court, 46
21 Cal. 4th 969, 980-81 (2009). Of the civil penalties recovered, 75 percent goes to the
22 Labor and Workforce Development Agency, leaving the remaining 25 percent for the
23 "aggrieved employees." Id.

24 43. The amount of the penalty under PAGA is one hundred dollars (\$100) for
25 each aggrieved employee per pay period for the initial violation and two hundred dollars
26 (\$200) for each aggrieved employee per pay period for each subsequent violation. Labor
27 Code § 2699(f)(2). Courts have held that there is no "subsequent violation" until an
28

1 employer has been notified by the Labor Commissioner or a court that its practices are in
2 violation of the law, and Defendant denies having received such notification. Amaral v.
3 Cintas, 163 Cal. App. 4th 1157 (2008). A Court also may award a lesser amount “if,
4 based on the facts and circumstances of the particular case, to do otherwise would result
5 in an award that is unjust, arbitrary and oppressive, or confiscatory.” Labor Code §
6 2699(e)(2). The statute of limitations under PAGA is one year.

7 44. Exposure for PAGA penalties, assuming a single violation could be proven,
8 is \$1,694,900 [\$100 violation rate x 16,949 PAGA Pay Periods]. If Plaintiffs were able
9 to prove multiple violations and could “stack” PAGA penalties for each, the calculation
10 may increase accordingly.³

11 45. Plaintiffs’ PAGA claims are also predicated on the violations described
12 above, and thus subject to the same disputes and defenses. Additionally, PAGA states
13 that a court has discretion to award a lesser amount than the maximum penalty. Lab.
14 Code § 2699(e)(2); Thurman v. Bayshore Transit Management, Inc., 203 Cal. App. 4th
15 1112, 1135 (2012) (reducing PAGA award); Carrington v. Starbucks Corp., 30 Cal. App.
16 5th at 528-529 (2018) (affirming the trial court’s PAGA penalty award of \$5 per
17 violation). These uncertainties increased the risks related to the PAGA cause of action.
18 (Azadian Decl. ¶ 44.)

19 46. Pursuant to California Labor Code § 2699(l), the Settlement Agreement has
20 been provided to the Labor and Workforce Development Agency and proof of
21 submission is attached hereto as Exhibit 3. The amount allocated to settlement of the
22 PAGA claims (\$20,000 of the \$375,000 Gross Settlement Amount) comports with PAGA
23

24
25 ³ California Law is unsettled as to whether PAGA penalties may be stacked (i.e., multiple PAGA
26 penalties can be assessed for the same pay period for different Labor Code violations) and courts
27 have gone in different directions. See Merante v. Am. Inst. for Foreign Study, Inc., No. 21-cv-
28 03234-EMC, 2022 U.S. Dist. LEXIS 131833, at *18 (N.D. Cal. July 25, 2022) (citing Hamilton
v. Juul Labs, Inc., No. 20-CV-03710-EMC, 2021 U.S. Dist. LEXIS 221416, at *9 (N.D. Cal.
Nov. 16, 2021) (noting that the assumption of stacked PAGA penalties “is subject to challenge”
based on mixed precedent in federal district courts).

settlement amounts approved by other courts.⁴

47. As detailed above, Plaintiffs' estimated maximum exposure, percentage reduction based on the risks detailed above, and realistic exposure in this action are as follows:

Violation	Potential Exposure	% Reduction Based on Risks	Realistic Exposure
Off-The-Clock Wages	\$474,899.83	55%	\$213,704.92
Underpayment of Overtime (Regular Rate Issue)	\$0.00	N/A	\$0.00
Not Paying Wages At Agreed-Upon Rate	\$0.00	N/A	\$0.00
Meal Period Violations	\$966,646.54	45%	\$531,655.60
Rest Period Violations	\$1,716,431.79	55%	\$772,394.30
Wage Statement Penalties	\$1,568,000.00	45%	\$862,400.00
Waiting Time Penalties	\$824,832.00	55%	\$371,174.40
Reimbursement Violations	\$0.00	N/A	\$0.00
PAGA Civil Penalties	\$1,694,900.00	60%	\$677,960.00
Total Potential Exposure	\$7,245,710.16		\$3,429,289.23

48. The Gross Settlement Amount of \$375,000 provides for recovery of 5.18% of the maximum potential exposure in this action and 10.94% of the realistic exposure in this action when taking into the above percentage reduction for the risks related to the claims.

ADEQUACY OF REPRESENTATION AND QUALIFICATIONS OF CLASS

COUNSEL

49. I graduated from UCLA School of Law in 2007, ranking number seven in my class. After law school, I was an Associate Attorney at O'Melveny & Myers, LLP and Stroock & Stroock & Lavan, LLP where I represented numerous clients in class action litigation. Through my years of practice, I have also achieved the following awards and recognitions:

⁴ See Chu v. Wells Fargo Investments, LLC, 2011 WL 67245, 81 (N.D. Cal., Feb. 16, 2011) (approving PAGA payment of \$7,500 to LWDA out of \$6.9 million common fund); Lazarin v. Pro Unlimited, Inc., 2013 WL 3541217 (N.D. Cal., July 11, 2013) (approving PAGA payment of \$7,500 to LWDA out of \$1.25 million common fund settlement); Hicks v. Toys 'R' Us—Delaware, Inc., 2014 WL 4703915, at *1 (C.D. Cal. Sept. 2, 2014) (approving \$5,000 PAGA payment in a case involving \$4 million settlement); Franco v. Ruiz Food Prods., Inc., 2012 WL 5941801 at *14 (E.D. Cal. Nov. 27, 2012) (approving PAGA penalties of \$10,000 as part of \$2.5 million settlement).

- Daily Journal Award for Top Labor & Employment Lawyers 2020.
- Daily Journal Award for Top 20 Boutiques in California (Azadian Law Group, PC, was selected by the oldest and most respected legal publication in California, Daily Journal, as one of the top 20 boutique law firms in all of California. Boutique law firms are those that specialize in a niche area of law, such as labor and employment, appellate, bankruptcy, etc. The Daily Journal honor is one of the most coveted in California by any law firm and involves an intensive selection process with thousands of nominees of which only 20 law firms are selected to the list.)
- AV Preeminent® Rating by Martindale-Hubbell® Peer Review Ratings™ (For more than 130 years, lawyers have relied on the Martindale-Hubbell® peer review ratings while searching for their own expert attorneys. The Martindale-Hubbell® AV Preeminent® rating is the highest possible rating for an attorney for both ethical standards and legal ability. It is achieved only after an attorney has been reviewed and recommended by their peers – members of the bar and the judiciary.)
- Super Lawyers’ 2018-2025 “Super Lawyer” Award In Employment Litigation and Class Actions (Super Lawyers selects attorneys who have attained a high degree of peer recognition and personal achievement; less than 2% of the lawyers in the state are named on the list)
- Super Lawyers’ 2012-17 “Rising Star” Award In Employment Litigation and Class Actions
- Multi-Million Advocates Forum® and Million Dollar Advocates Forum®, Member (recognizing select attorneys with verified multi-million dollar results; less than 1% of the lawyers in the state are named on the list)

50. I have represented both plaintiffs and defendants in class actions and other complex matters. I have never been found inadequate to serve as class counsel and have

1 been approved as class counsel in numerous class actions, including: Nevels v. MSI
2 Health Solutions, LLC, Los Angeles Superior Court Case No. 24STCV02453; Rivas v.
3 Archdiocese of Los Angeles, Los Angeles Superior Court Case No. 22STCV38599;
4 Keitz v. Apex Security Group, Inc., Santa Clara Superior Court Case No. 22CV403171,
5 Maheia v. Clean Earth Environmental Solutions, Inc., Los Angeles Superior Court Case
6 No. 22STCV24279; Martinez v. Careonsite, Inc., Los Angeles Superior Court Case No.
7 24STCV09662; Jenkins v. Golden Goose, S.P.A., Los Angeles Superior Court Case No.
8 23STCV02244; Holybee v. Kimco Facility Services, LLC., Sacramento Superior Court
9 Case No. 34-2022-00327173; Rivkin v. LGO Hospitality, LLC, Los Angeles Superior
10 Court Case No. 22STCV11616; Alcala v. Glasswerks LA, Inc., Los Angeles Superior
11 Court Case No. 22STCV32456; Bowlin v. Life Care Centers of America, Inc., Los
12 Angeles Superior Court Case No. BC657139; Harbour v. SOS Security LP, Santa Clara
13 Superior Court Case No. 20CV362050; Kim v. LeafFilter North, LLC, Orange County
14 Superior Court Case No. 30-2019-01061296-CU-OE-CJC; Melikyan v. Superhero
15 Contractors, Inc., Los Angeles Superior Court Case No. 20STCV09955; Tapia v.
16 Frontwave Credit Union, USDC Southern District of California, Case No. 20-cv-1950;
17 Corona v. DS Services of America, Inc., Los Angeles Superior Court Case No.
18 19STCV03835; Celiz v. Bottling Group LLC, Los Angeles Superior Court Case No.
19 BC678071; Gretler v. Kaiser Foundation Health Plan, Inc., CD Cal Case No. 18-cv-
20 02175 AG; Castaneda v. SMCP USA, Inc., Los Angeles Superior Court Case No.
21 BC687413; Dieda v. Rodra, Inc., Los Angeles Superior Court Case No. BC677449;
22 Martin v. Starbucks Corporation., Los Angeles Superior Court Case No. BC582335; Gaa
23 v. Intercare Holdings Inc., Los Angeles Superior Court Case No. BC488375; and Irizarry
24 v. Healthcare Services Group, Inc., Los Angeles Superior Court Case No. BC489570.

25 51. Ani Azadian graduated from Loyola Law School in 2011. After graduating
26 from law school, Ms. Azadian obtained the coveted position of a Judicial Law Clerk to
27 the Honorable Fernando M. Olguin (U.S. District Court for the Central District of
28

1 California). In this role, Ms. Azadian evaluated cases alongside the Judge and authored
2 numerous Court decisions related to Constitutional rights, labor and employment matters,
3 and consumer rights. She also assisted the court in weekly hearings and during complex
4 trials. Prior to her clerkship, Ms. Azadian served as an extern member of the judicial staff
5 of the Honorable Arthur L. Alarcon in the Ninth Circuit Court of Appeals and the
6 Honorable Donna Fields Goldstein in the Los Angeles Superior Court. After completing
7 her clerkship, Ms. Azadian was recruited by the top firms in the country and worked as
8 an Associate for the 140+ year-old New York-based, national firm, Stroock & Stroock &
9 Lavan, which was the premier law firm specializing in financial services and class
10 actions. There, she represented Fortune 500 companies in class actions. In 2016-2022,
11 Ms. Azadian was also selected by Super Lawyers as a “Rising Star.” In 2023-2025, Ms.
12 Azadian was selected by Super Lawyers as a “Super Lawyer.”

13 52. I am qualified to evaluate the risks and benefits of both litigation and
14 settlement in this matter and recommend this Settlement as fair and reasonable to the
15 Class. These risks include: the defenses asserted by Defendant, including risks associated
16 with a contested class certification; the prospect of Defendant obtaining releases from the
17 putative Class Members; the risk of significant delay; the potential for the Court to reduce
18 PAGA penalties; and numerous potential appellate issues.

19 53. To the best of my knowledge, neither Plaintiff nor I nor my firm have any
20 conflicts of interest with the Class Members. Neither my office, myself or Plaintiff have
21 an interest in or relationship with the administrator Phoenix Settlement Administrators,
22 who is proposed as the Administrator of the Settlement.

23 54. Plaintiff Jose Rodriguez is an adequate Class Representative. Plaintiff and
24 the Class Members have strong and co-extensive interests in this litigation because they
25 all worked for Defendant during the relevant time period, allegedly suffered the same
26 alleged injuries from the same alleged course of conduct, and there is no evidence of any
27 conflict of interest between the Plaintiff Jose Rodriguez and the Class Members.
28

55. Moreover, Plaintiff Jose Rodriguez has demonstrated commitment to the Class by, among other things, retaining experienced counsel, providing counsel with documents and extensively speaking with counsel to assist in identifying the claims asserted in this case, meaningfully participating in the settlement process, and being exposed to the risk of attorneys' fees and costs awards against Plaintiff if this lawsuit had been unsuccessful. Thus, Plaintiff Jose Rodriguez is adequate to serve as Class Representative. Accordingly, this Court should find that Plaintiff and Class Counsel are adequate to represent the Settlement Class as required under Code of Civil Procedure § 382.

56. Class Counsel is not aware of any pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on October 23, 2025, in La Canada, California.

George Abel.

GEORGE S. AZADIAN

EXHIBIT 1

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Jose Rodriguez (“Rodriguez”) and Catherine Anderson (“Anderson”) (collectively, “Plaintiffs”) and defendant Kinder Morgan, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendant captioned *Jose Rodriguez v. Kinder Morgan, Inc. et al*, Case No. ECU003251 filed in the Superior Court of California County of Imperial, previously removed to, and remanded from, the Southern District of California (Case No. 3:23-cv-02007-MMA-DEB); *Catherine Anderson v. Kinder Morgan Inc.*, Case No. 23STCV25789 filed in the Superior Court of California County of Los Angeles and previously removed to, and remanded from the Central District of California (Case No. 2:23-cv-10669), then transferred to the Southern District of California (Case No. 3:24-cv-00473; and *Catherine Anderson, as an individual and on behalf of all other similarly situated v. Kinder Morgan, Inc.*, Case No. 24STCV00085.
- 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 Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all non-exempt, hourly paid employees who are or were employed by Defendant in California during the PAGA Period.
- 1.5. “Class” means all non-exempt, hourly paid employees who are or were employed by Defendant in California during the Class Period.
- 1.6. “Class Counsel” means Azadian Law Group, PC; Haines Law Group, APC; and Lidman Law, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including

a Non- Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from September 28, 2019 to January 6, 2025 or the date of preliminary approval, whichever occurs later.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means named Defendant Kinder Morgan, Inc.
- 1.17. “Defense Counsel” means Fisher & Phillips, LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. 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 and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$375,000.00 which is the total amount Defendant

agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representatives Service Payments and the Administrator's Expenses.

- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from September 28, 2022 to January 6, 2025 or the date of preliminary approval, whichever occurs later.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. "PAGA Notice" means Plaintiff Rodriguez's September 28, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00)

and the 75% to LWDA (\$15,000) in settlement of PAGA claims.

- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff Rodriguez” means Jose Rodriguez, the named plaintiff in the lawsuit entitled *Jose Rodriguez v. Kinder Morgan, Inc. et al*, Case No. ECU003251 filed in the Superior Court of California County of Imperial.
- 1.37. “Plaintiff Anderson” means Catherine Anderson, the named plaintiff in the lawsuits entitled *Catherine Anderson v. Kinder Morgan Inc.*, Case No. 23STCV25789 filed in the Superior Court of California County of Los Angeles; and *Catherine Anderson, as an individual and on behalf of all other similarly situated v. Kinder Morgan, Inc.*, Case No. 24STCV00085.
- 1.38. “Plaintiffs” means Plaintiff Rodriguez and Plaintiff Anderson, the named plaintiffs in the Action.
- 1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.41. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.43. “Released Parties” means: Kinder Morgan, Inc. and each of its former and present directors, officers, shareholders, members, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, predecessors, successors, assigns, subsidiaries, divisions, affiliates, as well as an individual or entity that could be alleged to be jointly liable with Defendant.
- 1.44. “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.
- 1.45. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

- 1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.47. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On September 28, 2023, Plaintiff Rodriguez commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) Labor Code §§ 204, 226.2, 1194, and 1197 (regular and minimum wages); (2) Labor Code §§ 226.2, 510, 1194, 1198 (overtime); (3) Labor Code § 226(a) (failure to provide accurate, itemized wage statements); (4) Labor Code §§ 226.7 and 512 (failure to provide meal periods); (5) Labor Code §§ 226.2, 226.7, 516, and 558 (failure to provide rest periods); (6) Labor Code §§ 201-203 (final wages and waiting time penalties); and (7) Unfair Competition Law (“UCL”), Business and Professions Code § 17200, *et seq.*
- 2.2. On October 20, 2023, Plaintiff Anderson filed a class action complaint against Defendant in the Superior Court of the State of California, Los Angeles, alleging: (1) Failure to Pay All Minimum Wages Owed (Labor Code §§ 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Failure to Provide Meal Periods (Labor Code §§ 226.7, 512, 558); (4) Failure to Authorize and Permit Rest Periods (Labor Code §§ 226.7, 516, 558); (5) Failure to Provide Accurate, Itemized Wage Statements (Labor Code § 226 *et seq.*); and (6) UCL (Bus & Prof Code § 17200 *et seq.*).
- 2.3. On January 2, 2024, Plaintiff Anderson filed a separate Complaint in the Los Angeles Superior Court alleging a cause of action for penalties under PAGA (“Plaintiff Anderson’s PAGA Complaint”). On February 9, 2024, Plaintiff Rodriguez filed his First Amended Complaint, adding a cause of action for penalties under PAGA (“Plaintiff Rodriguez’s First Amended Complaint”).
- 2.4. On February 15, 2024, Plaintiff Anderson filed her First Amended Complaint adding a cause of action for waiting time penalties under Labor Code § 203 (“Plaintiff Anderson’s First Amended Complaint”). Plaintiff Rodriguez’s First Amended Complaint, Plaintiff Anderson’s First Amended Complaint, and Plaintiff Anderson’s PAGA Complaint are the operative complaints in the Action (the “Operative Complaints”).
- 2.5. Defendant denies the allegations in the Operative Complaints, denies any failure to comply with the laws identified in the Operative Complaints and denies any and all liability for the causes of action alleged.
- 2.6. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

- 2.7. On September 5, 2024, the Parties participated in an all-day mediation presided over by Mike Ludwig. Mike Ludwig spoke with the Parties on multiple occasions in follow up, which led to this Agreement to settle the Action.
- 2.8. Prior to mediation, Plaintiff obtained, through informal discovery, including payroll records, time records, and employment policy documents. 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*").
- 2.9. On March 21, 2025, the Parties filed a joint motion to remand the consolidated *Rodriguez* and *Anderson* actions from the Southern District of California to their respective court of origin, in light of settlement reached during meditation. On March 27, 2025, the Southern District of California granted the Parties joint motion to remand. For purposes of pursuing settlement, the Parties intend to amend the *Catherine Anderson v. Kinder Morgan Inc.*, Case No. 23STCV25789, to include Rodriguez, his claims, and all PAGA claims. Thereafter, the parties intend to seek class action and PAGA settlement approval from the *Anderson* Court.
- 2.10. The Court has not granted class certification.
- 2.11. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action, other than the *Anderson* and *Rodriguez* actions, asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$375,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring 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 Plaintiffs: Class Representative Service Payments to Class Representative Rodriguez of not more than \$5,000.00 and Class Representative Anderson of not more than \$2,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' requests for Class

Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33% which is currently estimated to be \$125,000.00, subject to any increase resulting from Section 8 below, and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file as part of their Motion for Final Approval a request for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, the difference between the actual and estimate class administration fees will increase the Net Settlement Amount by that amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1. Tax Allocation of Individual Class Payments. 33% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The Remaining 67% of each Participating Class Member's Individual Class Payment will be allocated to interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class

Payment.

- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.
 - 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are there are 485 Class Members who worked a total of 79,624 Total Workweeks from September 28, 2019 through January 6, 2025, and 392 Aggrieved Employees who worked a total 16,949 of PAGA Pay Periods from September 28, 2022 to January 6, 2025.
- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which 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.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross

Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

- 4.4. Payments from the Gross Settlement Amount. Within 14 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, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. 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 on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaints; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaints, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below. ("Plaintiffs' Release.") These releases shall exclude only the individual claims under the Fair Employment and Housing Act that are set forth in Plaintiff Anderson's complaint filed with the California Civil Rights Department on or around August 14, 2024, as well as any claims which cannot be released as a matter of law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, but not limited to: minimum wages; overtime and double time wages; meal and rest breaks; failure to

maintain accurate employment records; wage statement violations; separation pay violations; and unfair business practices. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including, PAGA penalties premised on violations of Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.3 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 and the IWC Wage Orders.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 Subject to the execution of this Agreement, the Parties will stipulate to Plaintiff Anderson filing an amended complaint in the *Anderson* Action to include: 1) Plaintiff Rodriguez as a party, and 2) the claims asserted by Plaintiff Rodriguez in the *Rodriguez* action (and any underlying facts regarding the same), including but not limited to Plaintiff Rodriguez's claims under the Private Attorneys General Act. Counsel for Plaintiffs shall provide the proposed amended complaint to counsel for Defendant prior to filing. Within 14 days of the Court entering the stipulation related to the Amended Complaint, Plaintiff Rodriguez agrees to seek dismissal the *Rodriguez* Action from Imperial Superior Court without prejudice.
- 6.2 Defendant's Declaration in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant 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 (other than the *Rodriguez* and *Anderson* Actions).
- 6.3 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel 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 Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA

Settlement; (iii) a draft proposed Class Notice; (iv) 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; (v) 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; (v) 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 section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration 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.

6.4 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and 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.

6.5 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, 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 14 days after receiving the Class Data, 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 1. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 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 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 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever 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 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating

with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present 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 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 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 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the 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 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense

Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel 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 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must 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 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 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.

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

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, (1) there are 485 Class Members and 79,624 Total Workweeks during from September 28, 2019 through January 6, 2025 and (2) there were 392 Aggrieved

Employees who worked 16,949 Pay Periods between September 28, 2022 and January 6, 2025. Should the number of workweeks during the Class Period increase by more than 10% of 79,624, the payout will increase proportionately over the 10% grace (i.e. meaning if the workweeks increase by 11% the settlement will increase by 1%). However, if the escalator clause is triggered, Defendants may alternatively choose to end the Class Period on the date that the increase would otherwise be triggered.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than five court days prior to the date of the Final Approval Hearing; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 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 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by 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 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, 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. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and 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 the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to

implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to 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 this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the 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 Rodriguez:

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4747 Executive Drive, Suite 1000
San Diego, California 92121

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: _____

Plaintiff Jose Rodriguez

Dated: Jul 3, 2025


Catherine Anderson (Jul 3, 2025 11:04 PDT)

Plaintiff Catherine Anderson

Dated: July 15, 2025

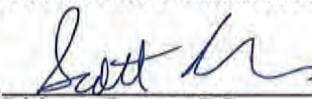

Defendant Kinder Morgan, Inc.

AS TO FORM ONLY:

Dated: _____

Azadian Law Group, PC
Counsel for Plaintiff Jose Rodriguez

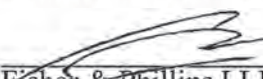
Dated: July 3, 2025


Lidman Law, APC
Counsel for Plaintiff Catherine Anderson

Dated: July 3, 2025


Haines Law Group, APC
Counsel for Plaintiff Catherine Anderson

Dated: July 17, 2025


Fisher & Phillips LLP
Counsel for Defendant Kinder Morgan, Inc.

E-Mail: lguggisberg@fisherphillips.com
FISHER & PHILLIPS LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121

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

Dated: Jul 15, 2025

Jose G. Rodriguez

Jose G. Rodriguez (Jul 15, 2025 04:41 PDT)

Plaintiff Jose Rodriguez

Dated: Jul 3, 2025

Catherine Anderson

Catherine Anderson (Jul 3, 2025 11:04 PDT)

Plaintiff Catherine Anderson

Dated: _____

Defendant Kinder Morgan, Inc.

AS TO FORM ONLY:

Dated: July 15, 2025

Greg Azh

Azadian Law Group, PC

Counsel for Plaintiff Jose Rodriguez

Dated: July 3, 2025

Scott M

Lidman Law, APC

Counsel for Plaintiff Catherine Anderson

Dated: July 3, 2025

P. H

Haines Law Group, APC

Counsel for Plaintiff Catherine Anderson

Dated: _____

Fisher & Phillips LLP

Counsel for Defendant Kinder Morgan, Inc.

EXHIBIT A

EXHIBIT A

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

(Anderson v. Kinder Morgan, Inc., Case. No. 23STCV25789))

***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.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Kinder Morgan, Inc. (“KM”) for alleged wage and hour violations. The Action was filed by former KM employees Catherine Anderson and Jose Rodriguez (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for KM during the Class Period (September 28, 2019 to January 6, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all [e.g., hourly] employees who worked for KM during the PAGA Period (September 28, 2022 to January 6, 2025) (“Aggrieved Employees”).

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

Based on KM’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to KM’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on KM’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 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 (“Class Counsel”). The Court will also decide whether to enter a judgment that requires KM to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against KM.

If you worked for KM during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class

Period wage claims and PAGA Period penalty claims against KM.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against KM, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

KM 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

You Don't Have to Do Anything to 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 wage claims against KM that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed 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 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. KM must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. 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 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to KM’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former KM employee. The Action accuses KM of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks, accurate employment records, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: LIDMAN LAW, APC; HAINES LAW GROUP, APC; AZADIAN LAW GROUP, PC (“Class Counsel.”)

KM strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether KM or Plaintiff is correct on the merits. In the meantime, Plaintiff and KM hired an experienced, neutral mediator, and thereafter engaged in a daylong arm’s length negotiation regarding the disputed claims, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and KM have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, KM does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) KM has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. KM Will Pay \$375,000.00 as the Gross Settlement Amount (Gross Settlement). KM has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, KM will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. 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:
 - A. Up to \$ 125,000.00 (1/3 of the Gross Settlement to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 to Plaintiff Rodriguez and \$2,500.00 to Plaintiff Anderson as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. 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 their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and KM are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages (“Wage Portion”) and 67% to interest, etc. (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (KM will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and KM have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. 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 don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. 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 _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ 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 receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against KM.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against KM based on the PAGA Period facts alleged in the Action.

7. 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. Plaintiffs and KM have agreed that, in either case, the Settlement will be void: KM will not pay any money and Class Members will not release any claims against KM.

8. Administrator. The Court has appointed a neutral company, _____ (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, 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 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and KM has fully funded the Gross Settlement and separately paid all employer payroll taxes, 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 KM 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, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, claims for violation of: Labor Code §§ 204, 226.2, 1194, 1194.2 and 1197 (regular and minimum wages); Labor Code §§ 204, 226.2, 510, 558, 1194, 1198 (overtime); Labor Code § 226(a) (failure to provide accurate, itemized wage statements); Labor Code §§ 226.7, 512, and 558 (failure to provide meal periods); Labor Code §§ 226.2, 226.7, 516, and 558 (failure to provide rest periods); Labor Code §§ 201-203 (final wages and waiting time penalties); and (Unfair Competition Law (“UCL”), Business and Professions Code § 17200, et seq.; penalties under PAGA. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and KM has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against KM, 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 KM or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class

Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action including PAGA penalties premised on violations of Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.3 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 and the IWC Wage Orders.

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 Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in KM's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 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 KM's calculation of Workweeks and/or Pay Periods based on KM'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. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and KM's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its 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 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 _____, 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 _____, or it will be invalid.** Section 9 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 KM are asking the Court to approve. At least 16 days before 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, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 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 _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** 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 _____ and include your name, current address,

telephone number, and approximate dates of employment for KM and sign the objection. Section 9 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 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) _____ in Department 17 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 making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). 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 _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything KM and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) 's website at _____ (url) _____. You can also telephone or send an email to Class Counsel or 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. 23STCV25789. 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.

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

Class Counsel:

Name of Attorney:

Scott Lidman

Email Address:

slidman@lidmanlaw.com

Name of Firm:

LIDMAN LAW, APC

Mailing Address:

2155 Campus

Drive, Suite 150
El Segundo,
California 90245
Telephone: (424)
322-4772

Name of Attorney: Paul K. Haines Email Address:

phaines@haineslawgroup.com

Name of Firm:

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Mailing Address:

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Telephone: (424)
292-2350

Name of Attorney:

George S. Azadian

Email Address:

[george@azadianlaw
group.com](mailto:george@azadianlawgroup.com)

Name of Firm:

AZADIAN LAW
GROUP, PC

Mailing Address:

707 Foothill Blvd.,
Suite 200
La Canada
Flintridge,
California 91011
Telephone: (626)
449-4944

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

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. If your check is already void you should consult the California Controller's Unclaimed Property

Fund for instructions on how to retrieve the funds.

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.

EXHIBIT 2

EXHIBIT 2

**CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS
NOTICE-~~NOTICE~~**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff _____ (“~~Plaintiff~~plaintiffs Jose Rodriguez (“Rodriguez”) and Catherine Anderson (“Anderson”) (collectively, “Plaintiffs”) and defendant XYZ _____ (“~~XYZ~~”). Kinder Morgan, Inc. (“Defendant”). The Agreement refers to PlaintiffPlaintiffs and XYZDefendant collectively as “Parties,” or individually as “Party.”-

1. DEFINITIONS.

1.1. “Action” means the ~~Plaintiff’s lawsuit~~Plaintiffs’ lawsuits alleging wage and hour violations against XYZDefendant captioned _____ initiated on _____ and pending Jose Rodriguez v. Kinder Morgan, Inc. et al, Case No. ECU003251 filed in the Superior Court of the State of California, County of Imperial, previously removed to, and remanded from, the Southern District of California (Case No. 3:23-cv-02007-MMA-DEB); Catherine Anderson v. Kinder Morgan Inc., Case No. 23STCV25789 filed in the Superior Court of California County of Los Angeles and previously removed to, and remanded from the Central District of California (Case No. 2:23-cv-10669), then transferred to the Southern District of California (Case No. 3:24-cv-00473; and Catherine Anderson, as an individual and on behalf of all other similarly situated v. Kinder Morgan, Inc., Case No. 24STCV00085.

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 Approval of the Settlement.-

~~“Class~~

~~1.4.~~ 1.4. “Aggrieved Employee” means ~~[define class e.g., all persons]~~non-exempt, hourly paid employees who are or were employed by XYZDefendant in California ~~and classified as _____ who worked for XYZ~~during the PAGA Period.

~~1.4.~~1.5. “Class” means all non-exempt, hourly paid employees who are or were employed by Defendant in California during the Class Period~~].-~~.

~~1.5.~~1.6. “Class Counsel” means _____. Azadian Law Group, PC; Haines Law Group, APC; and Lidman Law, APC.

~~1.6.~~1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of

reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.—

~~1.7.1.8.~~ “Class Data” means Class Member identifying information in ~~XYZ’s~~Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, ~~and~~ number of Class Period Workweeks.— and PAGA Pay Periods.

~~1.8.1.9.~~ “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member: (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

~~1.9.1.10.~~ “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.—

~~1.1.~~ —“Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be ~~1.10.1.11.~~ mailed to Class Members in English ~~{with a Spanish translation, if applicable}~~ in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.—

~~1.11.1.12.~~ “Class Period” means the period from _____September 28, 2019 to _____January 6, 2025 or the date of preliminary approval, whichever occurs later.

~~1.12.1.13.~~ “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.—

~~1.13.1.14.~~ “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.—

~~1.14.1.15.~~ “Court” means the Superior Court of California, County of Los Angeles.—
~~“XYZ~~

~~1.15.1.16.~~ “Defendant” means named Defendant _____Kinder Morgan, Inc.

~~1.16.1.17.~~ “Defense Counsel” means _____Fisher & Phillips, LLP.

~~1.17.1.18.~~ “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. —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 and issues a remittitur.

~~1.18.~~1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.—

~~1.19.~~1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.—

~~1.20.~~1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.—

“

~~1.2.~~ —Gross Settlement Amount” means \$ ~~_____~~ \$375,000.00 which is the total amount ~~XYZ~~Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. -The

~~1.21.~~1.22. Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class ~~Representative~~Representatives Service ~~Payment~~Payments and the Administrator’s Expenses.—

~~1.22.~~1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.—

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

~~1.23.~~1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.—

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

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

~~1.24.~~1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. -The remainder is to be paid to Participating Class Members as Individual Class Payments.—

~~1.25, 1.29.~~ “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.-

~~1.30.~~ “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

~~1.31.~~ “PAGA Period” means the period from September 28, 2022 to January 6, 2025 or the date of preliminary approval, whichever occurs later.

~~1.32.~~ “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

~~1.33.~~ “PAGA Notice” means Plaintiff Rodriguez’s September 28, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

~~1.34.~~ “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.

~~1.26, 1.35.~~ “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.-

~~1.36.~~ “Plaintiff Rodriguez” means _____, Jose Rodriguez, the named plaintiff in the lawsuit entitled *Jose Rodriguez v. Kinder Morgan, Inc. et al*, Case No. ECU003251 filed in the Superior Court of California County of Imperial.

~~1.37.~~ “Plaintiff Anderson” means Catherine Anderson, the named plaintiff in the lawsuits entitled *Catherine Anderson v. Kinder Morgan Inc.*, Case No. 23STCV25789 filed in the Superior Court of California County of Los Angeles; and *Catherine Anderson, as an individual and on behalf of all other similarly situated v. Kinder Morgan, Inc.*, Case No. 24STCV00085.

~~1.27, 1.38.~~ “Plaintiffs” means Plaintiff Rodriguez and Plaintiff Anderson, the named plaintiffs in the Action.-

~~1.28, 1.39.~~ “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.-

~~1.29, 1.40.~~ “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval- and Approval of PAGA Settlement.

~~1.30, 1.41.~~ “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.-

1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.

1.31.1.43. “Released Parties” means: ~~XYZ~~Kinder Morgan, Inc. and each of its former and present directors, officers, shareholders, ~~owners, [members],~~ agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, predecessors, successors, ~~–assigns–[, subsidiaries]–[, divisions, affiliates]–,~~ as well as an individual or entity that could be alleged to be jointly liable with Defendant.

1.32.1.44. “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.-

1.33.1.45. “Response Deadline” means ~~[e.g., 60]~~ days after the Administrator mails Notice to Class Members, and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.-

1.34.1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.-

1.35.1.47. “Workweek” means any week during which a Class Member worked for ~~XYZ~~Defendant for at least one day, during the Class Period.ⁱⁱⁱ

2. RECITALS.

2.1. On September 28, 2023, Plaintiff Rodriguez commenced this Action by filing a Complaint alleging causes of action against ~~XYZ~~Defendant for [The Complaint is the operative complaint in the Action (the “Operative Complaint.”)]; (1) Labor Code §§ 204, 226.2, 1194, and 1197 (regular and minimum wages); (2) Labor Code §§ 226.2, 510, 1194, 1198 (overtime); (3) Labor Code § 226(a) (failure to provide accurate, itemized wage statements); (4) Labor Code §§ 226.7 and 512 (failure to provide meal periods); (5) Labor Code §§ 226.2, 226.7, 516, and 558 (failure to provide rest periods); (6) Labor Code §§ 201-203 (final wages and waiting time penalties); and (7) Unfair Competition Law (“UCL”), Business and Professions Code § 17200, *et seq.*

2.2. On October 20, 2023, Plaintiff Anderson filed a ~~[e.g., class action~~ complaint against Defendant in the Superior Court of the State of California, Los Angeles, alleging: (1) Failure to Pay All Minimum Wages Owed (Labor Code §§ 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Failure to Provide Meal Periods (Labor Code §§ 226.7, 512, 558); (4) Failure to Authorize and Permit Rest Periods (Labor Code

§§ 226.7, 516,558); (5) Failure to Provide Accurate, Itemized Wage Statements (Labor Code § 226 *et seq.*); and (6) UCL (Bus & Prof Code § 17200 *et seq.*).

2.3. On January 2, 2024, Plaintiff Anderson filed a separate Complaint in the Los Angeles Superior Court alleging a cause of action for penalties under PAGA (“Plaintiff Anderson’s PAGA Complaint”). On February 9, 2024, Plaintiff Rodriguez filed his First Amended Complaint}alleging causes, adding a cause of action against XYZ for _____. The {e.g., penalties under PAGA (“Plaintiff Rodriguez’s First Amended} Complaint-is the operative complaint in the Action (the “Operative”).

2.4. On February 15, 2024, Plaintiff Anderson filed her First Amended Complaint.”} XYZ adding a cause of action for waiting time penalties under Labor Code § 203 (“Plaintiff Anderson’s First Amended Complaint”). Plaintiff Rodriguez’s First Amended Complaint, Plaintiff Anderson’s First Amended Complaint, and Plaintiff Anderson’s PAGA Complaint are the operative complaints in the Action (the “Operative Complaints”).

~~2.1.2.5.~~ Defendant denies the allegations in the Operative ~~Complaint~~Complaints, denies any failure to comply with the laws identified in in the Operative ~~Complaint~~Complaints and denies any and all liability for the causes of action alleged.–

On _____, ~~□~~

2.6. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

~~2.2.2.7.~~ On September 5, 2024, the Parties participated in an all-day mediation presided over by _____Mike Ludwig. Mike Ludwig spoke with the Parties on multiple occasions in follow up, which led to this Agreement to settle the Action.

~~□~~_____.

~~1.3. Prior to ~~□~~ mediation–~~□~~ negotiating the Settlement, Plaintiff obtained, through ~~□~~ formal–~~□~~ informal} discovery, _____.~~

~~2.3.2.8.~~ including payroll records, time records, and employment policy documents. 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*”).–

2.9. On March 21, 2025, the Parties filed a joint motion to remand the consolidated *Rodriguez* and *Anderson* actions from the Southern District of California to their

respective court of origin, in light of settlement reached during meditation. On March 27, 2025, the Southern District of California granted the Parties joint motion to remand. For purposes of pursuing settlement, the Parties intend to amend the Catherine Anderson v. Kinder Morgan Inc., Case No. 23STCV25789, to include Rodriguez, his claims, and all PAGA claims. Thereafter, the parties intend to seek class action and PAGA settlement approval from the Anderson Court.

2.4.2.10. The Court ~~has~~ has not granted class certification.

2.5.2.11. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action, other than the Anderson and Rodriguez actions, asserting claims that will be extinguished or affected by the Settlement.-

3. MONETARY TERMS.

~~1.4.~~ Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,

3.1. ~~XYZ~~ Defendant promises to pay \$ \$375,000.00 and no more as the Gross Settlement Amount ~~to~~, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments ~~to XYZ.~~ Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement.^{iv} 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 XYZ.~~ 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:-

~~1.4.1. To Plaintiff; Plaintiffs:~~ Class Representative Service ~~Payment~~ Payments to ~~the~~ Class Representative Rodriguez of not more than \$ \$5,000.00 and Class Representative Anderson of not more than \$2,500.00 (in addition to any Individual Class Payment ~~and any Individual PAGA Payment~~ the Class ~~Representative is~~ Representatives are entitled to receive as ~~a~~ Participating Class ~~Member~~ Members). ~~XYZ~~ Defendant will not oppose ~~Plaintiff's request~~ Plaintiffs' requests for ~~a~~ Class Representative Service ~~Payment~~ Payments that ~~does do~~ not exceed ~~this amount.~~ these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, ~~Plaintiff~~ Plaintiffs will seek Court approval for any Class

3.2.1. Representative Service Payments no later than ~~16 court~~ days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the ~~amount~~ amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. ~~The Administrator will pay the Class~~

Representative Service ~~Payment~~Payments using IRS Form 1099. ~~—Plaintiff assumes~~Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service ~~Payment.~~Payments.

~~1.4.2.~~ To Class Counsel: -A Class Counsel Fees Payment of not more than ~~_____%,~~33% which is currently estimated to be \$~~_____~~\$125,000.00, subject to any increase resulting from Section 8 below, and a Class Counsel Litigation Expenses Payment of not more than \$~~_____~~. XYZ\$30,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. ~~Plaintiff~~Plaintiffs and/or Class Counsel will file as part of their Motion for Final Approval a ~~motion~~request for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than ~~{16~~ court} days prior to the Final

Approval Hearing. ~~-If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.- Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.~~ ~~-The Administrator will pay the Class~~

3.2.2. Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds ~~XYZ~~Defendant harmless, and indemnifies ~~XYZ~~Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.—

~~3.2.3.~~

To the Administrator: -An Administrator Expenses Payment not to exceed

3.2.3. \$~~_____~~\$10,000 except for a showing of good cause and as approved by the Court. ~~-To the extent the Administration Expenses are less or,~~ the ~~Court approves payment less than \$_____~~,difference between the Administrator actual and estimate class administration fees will ~~retain the remainder in~~increase the Net Settlement Amount.—by that amount.

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

~~3.2.4.1.~~

3.2.4.1. Tax Allocation of Individual Class Payments. ~~%_____~~33% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). ~~-The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form.~~ ~~-The %_____~~Remaining 67% of each Participating Class Member's Individual Class Payment will be allocated to ~~settlement of claims for [e.g., interest and penalties]~~ (the "~~NonWage~~Non-Wage Portion").* The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. ~~-Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class~~

Payment.—

~~3.2.4.2.~~

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks— and Aggrieved Employee Pay Periods. Based on a review of its records to date, ~~XYZ~~Defendant estimates there are ~~_____~~there are 485 Class Members who ~~collectively—~~worked a total of ~~_____~~79,624 Total Workweeks— from September 28, 2019 through January 6, 2025, and 392 Aggrieved Employees who worked a total 16,949 of PAGA Pay Periods from September 28, 2022 to January 6, 2025.

4.2. Class Data. -Not later than ~~[e.g., 15]~~30 days after the Court grants Preliminary Approval of the Settlement, ~~XYZ~~Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. -To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. ~~XYZ~~Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. -Without any extension of the deadline by which ~~XYZ~~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.—

4.3. Funding of Gross Settlement Amount. ~~XYZ~~Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay ~~XYZ's~~Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than ~~14~~30 days after the Effective Date.—

~~4.1.~~ Payments from the Gross Settlement Amount. -Within ~~14~~ days after ~~XYZ~~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, the Class Counsel Litigation Expenses Payment, and the Class Representative Service

4.3.4.4. Payment.— Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments— and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid.— The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. -The Administrator will cancel all checks not cashed by the void date.— The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

~~4.1.1.~~—The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. - Within ~~7~~ days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. -The

~~4.3.1.4.4.2.~~ 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.—

~~4.3.2.4.4.3.~~ For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks ~~to~~ the California Controller's Unclaimed Property Fund in the name of the Class Member thereby

leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).] ~~for to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient")~~. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. ~~(b)~~.

~~4.3.3.4.4.~~ The payment of Individual Class Payments and Individual PAGA Payments shall not obligate ~~XYZ~~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 on the date when ~~XYZ~~Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Plaintiff's

- 5.1 Plaintiffs' Release. ~~Plaintiff~~Plaintiffs and ~~his or her~~their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences ~~[that occurred during the Class Period],~~ including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative ~~Complaint~~ ~~for ascertained during the Action and released under 6.2, below].~~ ("Plaintiff's Release.") ~~Plaintiff's~~Complaints;(b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaints, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below. ("Plaintiffs' Release.") ~~These releases shall exclude only the individual claims under the Fair Employment and Housing Act that are set forth in Plaintiff Anderson's complaint filed with the California Civil Rights Department on or around August 14, 2024, as well as any claims which cannot be released as a matter of law.~~ Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. ~~Plaintiff acknowledges~~Plaintiffs acknowledge that ~~Plaintiff~~Plaintiffs may discover facts or law different from, or in addition to, the facts or law that ~~Plaintiff~~Plaintiffs now ~~knows~~know or ~~believes~~believe to be true but agrees, nonetheless, that ~~Plaintiff's~~Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or ~~Plaintiff's~~Plaintiffs' discovery of them.-

Plaintiff's

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

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

5.2 Release by Participating Class Members:- Who Are Not Aggrieved Employees:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from ~~(i)~~all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint ~~and ascertained in the course of the Action~~ including, ~~e.g., “(a) any~~but not limited to: minimum wages; overtime and all claims involving any alleged double time wages; meal and rest breaks; failure to pay minimum—maintain accurate employment records; wage; etc.]— statement violations; separation pay violations; and unfair business practices. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.-

5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including, PAGA penalties premised on violations of Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.3 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 and the IWC Wage Orders.

- 6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

XYZ’s

- 6.1 Subject to the execution of this Agreement, the Parties will stipulate to Plaintiff Anderson filing an amended complaint in the *Anderson* Action to include: 1) Plaintiff Rodriguez as a party, and 2) the claims asserted by Plaintiff Rodriguez in the *Rodriguez* action (and any underlying facts regarding the same), including but not limited to Plaintiff Rodriguez’s claims under the Private Attorneys General Act. Counsel for Plaintiffs shall provide the proposed amended complaint to counsel for Defendant prior to filing. Within 14 days of the Court entering the stipulation related to the Amended Complaint, Plaintiff Rodriguez agrees to seek dismissal the *Rodriguez* Action from Imperial Superior Court

without prejudice.

6.16.2 Defendant's Declaration in Support of Preliminary Approval. -Within ~~_____~~30 days of the full execution of this Agreement, ~~XYZ~~Defendant will prepare and deliver to Class Counsel a signed Declaration from ~~XYZ~~Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator ~~and Cy Pres Recipient.~~. In their Declarations, Defense Counsel and ~~XYZ~~Defendant 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 (other than the Rodriguez and Anderson Actions).

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

Plaintiff's

6.26.3 **Plaintiffs' Responsibilities.** ~~Plaintiff~~Plaintiffs will prepare and deliver to Defense Counsel 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 Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) 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/or the proposed Cy Pres]~~; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) 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/or] the Administrator [and/or the proposed Cy Pres]~~; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; ~~and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient;~~ its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the -Model Agreement ready for filing with the Court; ~~and~~ (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, ~~Plaintiff~~Plaintiffs and Class Counsel Declaration 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.-

6.36.4 **Responsibilities of Counsel.** ~~Class Counsel and Defense Counsel are jointly~~is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~30~~45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and 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.-

6.46.5 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. ~~If the Court does not grant Preliminary Approval or conditions~~

Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.—

7. SETTLEMENT ADMINISTRATION.—

~~LASC CIV 297 NEW 06/22~~ For Optional Use

~~6.1~~ Selection of Administrator. —The Parties have jointly selected

7.1 Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. —The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.—

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.—

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

7.4 Notice to Class Members.—

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

~~6.1.1~~ —Using best efforts to perform as soon as possible, and in no event later than ~~{14}~~ days after receiving the Class Data, 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 ~~{with Spanish translation, if applicable}~~ substantially in the form attached to this Agreement as Exhibit ~~_____~~. 1. 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
- 7.4.2 ~~Workweeks used~~ Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.—
- 7.4.3 Not later than {3} business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. -If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. -The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.—
- ~~6.1.2~~ —The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional {14} days beyond the {60} days otherwise provided in the Class Notice
- 7.4.4 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, ~~XYZ~~ 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 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 {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).—
- ~~6.1.3~~ —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
- 7.5.1 Request for Exclusion not later than {60} days after the Administrator mails the Class Notice (plus an additional {14} days for Class Members whose Class Notice is re-mailed).- A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number.- To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.-

~~7.5.1~~ 7.5.2 The Administrator may not reject a Request for Exclusion as invalid

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

7.5.27.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under ~~Paragraph~~Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.-

~~6.1.4~~ Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an

~~7.5.37.5.4~~ 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 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. -Each Class Member shall have ~~{60}~~ days after the Administrator mails the Class Notice (plus an additional ~~{14}~~ days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.- The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. —The Administrator must encourage the challenging Class Member to submit supporting documentation.- In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. -The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. -The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.-

7.7 Objections to Settlement.-

7.7.1 Only Participating Class Members may object to the class action components

of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.—

~~7.7.1~~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 ~~{60}~~ days after the Administrator’s mailing of the Class Notice (plus an additional ~~{14}~~ days for Class Members whose Class Notice was re-mailed).—

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

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.—

~~6.1.5~~ 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 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation

7.8.1 Expenses Payment and Class Representative Service Payment, the 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.—

~~6.1.6~~ Requests for Exclusion (Opt-outs) and Exclusion List.— The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. —Not later than ~~{5}~~ days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and

7.8.2 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 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”).- The Weekly Reports must 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 Workweek and/or Pay Period Challenges.- The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks- and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.-

~~6.1.7~~ Administrator’s Declaration. -Not later than ~~{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

7.8.5 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.-

~~6.1.8~~ Final Report by Settlement Administrator. -Within ~~{10}~~ days after the Administrator disburses all funds in the Gross Settlement Amount, the

7.8.6 Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. -At least ~~{15}~~ days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. -Class Counsel is responsible for filing the Administrator's declaration in Court.-

8. **CLASS SIZE ESTIMATES ~~{and~~ AND ESCALATOR CLAUSE}.** Based on its records, XYZDefendant estimates that, ~~as of the date of this Settlement Agreement,~~ (1) there are 485 Class Members and 79,624 Total Workweeks during from September 28, 2019 through January 6, 2025 and (2) there were 392 Aggrieved Employees who worked 16,949 Pay Periods between September 28, 2022 and January 6, 2025. Should the number of workweeks during the Class period^{vi} increase by more than 10% of 79,624, the payout will increase proportionately over the 10% grace (i.e. meaning if the workweeks increase by 11% the settlement will increase by 1%). However, if the escalator clause is triggered, Defendants may alternatively choose to end the Class Period on the

date that the increase would otherwise be triggered.

XYZ'S

9. **DEFENDANT'S RIGHT TO WITHDRAW.** -If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ~~%~~5% of the total of all Class Members, XYZDefendant may, but is not obligated, elect to withdraw from the Settlement. -The Parties agree that, if XYZDefendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, XYZDefendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. ~~XYZDefendant~~ must notify Class Counsel and the Court of its election to withdraw not later than ~~{seven}~~five court days ~~after~~prior to the ~~Administrator sends~~date of the final Exclusion List to Defense CounselFinal Approval Hearing; late elections will have no effect.

~~7.~~**MOTION FOR FINAL APPROVAL.** -Not later than ~~{16}~~ court days before the

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

10.1 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 ~~that~~than ~~five~~ court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.-

~~10.1~~10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. -The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.-

~~10.1~~10.3 Continuing Jurisdiction of the Court.- The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.-

~~10.3~~10.4 Waiver of Right to Appeal.- Provided the Judgment is consistent with the terms

and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. -The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.-

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

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

12. ADDITIONAL PROVISIONS.

~~7.1~~ 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 XYZDefendant that any of the allegations in the Operative Complaint have merit or that XYZDefendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that XYZ'sDefendant 's defenses in the Action have merit.- The Parties agree that class certification and representative treatment is for purposes of this Settlement only. -If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, XYZDefendant reserves the right to contest certification of any class

12.1 for any reasons, and XYZDefendant 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 XYZ'sDefendant's defenses. -The Settlement,

this Agreement and ~~Parties'~~Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, ~~XYZ~~Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: –(1) to the Parties’ attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. –Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, ~~XYZ~~Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.–
- 12.3 No Solicitation.– The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. –Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.–
- 12.4 Integrated Agreement.– Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.–
- 12.5 Attorney Authorization.– Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZ~~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 the Settlement Agreement, submitting supplemental evidence

and supplementing points and authorities as requested by the Court. -In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.-

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

12.8 No Tax Advice. -Neither Plaintiff, Class Counsel, ~~XYZ~~Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.-

12.9 Modification of Agreement.- This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.-

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

12.11 Applicable Law.- All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.-

12.12 Cooperation in Drafting. -The Parties have cooperated in the drafting and preparation of this Agreement.- This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality.- To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.-

~~7.2~~ Use and Return of Class Data. -Information provided to Class Counsel pursuant to

12.14 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by ~~XYZ~~Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. -Not later than 90 days after the 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 ~~XYZ~~Defendant unless, prior to the Court's discharge of the

Administrator's obligation, XYZDefendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

~~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.-

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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:- Rodriguez:
-
-
-
-

George S. Azadian
E-Mail: george@azadianlawgroup.com
Ani Azadian
E-Mail: ani@azadianlawgroup.com
AZADIAN LAW GROUP, PC
707 Foothill Blvd., Suite 200
La Canada Flintridge, California 91011

To ~~XYZ~~: Plaintiff Anderson:
-
-
-
-

Scott M. Lidman
E-Mail: slidman@lidmanlaw.com
Milan Moore
E-Mail: mmoore@lidmanlaw.com
LIDMAN LAW, APC
2155 Campus Drive, Suite 150
El Segundo, California 90245

Paul K. Haines
E-Mail: phaines@haineslawgroup.com

HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245

To Defendant:

Christopher C. Hoffman
E-Mail: choffman@fisherphillips.com
Keia James Atkinson
E-Mail: katkinson@fisherphillips.com
A.J. Sparagna
E-Mail: asparagna@fisherphillips.com
Lauren M. Guggisberg
E-Mail: lguggisberg@fisherphillips.com
FISHER & PHILLIPS LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121

- 12.18 Execution in Counterparts.- This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. -All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. -Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.-

*******THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK*******

- 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 section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.-

For Plaintiff

For ~~xyz~~ Defendant

Counsel For Plaintiff

Counsel For ~~xyz~~ Defendant

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

(Anderson
v. Kinder Morgan, Inc., Case. No. 23STCV25789))

***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.-***

You may be eligible to receive money from an employee class action lawsuit ("Action") against _____ (~~abbreviate name; "XYZ" is used herein as a placeholder~~) Kinder Morgan, Inc. ("KM") for alleged wage and hour violations. -The Action was filed by ~~a[n] former~~ XYZ employee _____ ("Plaintiff KM employees Catherine Anderson and Jose Rodriguez ("Plaintiffs")) and seeks payment of (1) back wages ~~and other relief~~ for a class of ~~[e.g., hourly]~~ employees ("Class Members") who worked for ~~XYZ~~ KM during the Class Period (~~_____~~ (September 28, 2019 to _____); -January 6, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for all [e.g., hourly] employees who worked for KM during the PAGA Period (September 28, 2022 to January 6, 2025) ("Aggrieved Employees").

The proposed Settlement ~~is has~~ two main parts: (1) a Class Settlement requiring XYZKM to fund Individual Class Payments-, and (2) a PAGA Settlement requiring KM to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on ~~XYZ's~~ KM's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding)-) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. ~~-(If no amount is stated for your Individual PAGA Payment, then according to KM's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)~~

The above estimates are based on ~~XYZ's~~ KM's records showing that **you worked _____ workweeks during the Class Period- and you worked _____ workweeks during the PAGA Period.** If you believe that you worked more workweeks during ~~this~~ either period, you can submit a challenge by the deadline date. -See Section 4 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 ("Class Counsel"). -The Court will also decide whether to enter a judgment that requires ~~XYZ~~ KM to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against ~~XYZ-~~ KM.

If you worked for ~~XYZ~~ KM during the Class Period and/or the PAGA Period, you have

two basic options under the Settlement:—

- (1) **Do Nothing.**— You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment— and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against ~~XYZ~~KM.
- (2) **Opt-Out of the Class Settlement.**— You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. -If you opt-out of the Settlement, you will not receive an Individual Class Payment. -You will, however, preserve your right to personally pursue Class Period wage claims against ~~XYZ~~KM, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

~~XYZ~~

KM 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—

You Don’t Have to Do Anything to Participate in the Settlement—	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment— <u>and an Individual PAGA Payment (if any).</u> In exchange, you will give up your right to assert the wage claims against ~~XYZ~~ <u>KM</u> that are covered by this Settlement (Released Claims).—
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____.	If you don’t want to fully participate in the proposed 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. - <u>See Section 6 of this Notice.</u> <u>See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. KM must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</u>
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by— _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. - The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. -You are not personally responsible for any payments to Class Counsel or ~~Plaintiff~~ <u>Plaintiffs</u> , but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. -You can object to the amounts requested by Class Counsel or ~~Plaintiff~~ <u>Plaintiffs</u> if you think they are unreasonable. -

	See Section 7 of this Notice.-
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~~You Can Participate in the _____ Final Approval Hearing~~	~~The Court's Final Approval Hearing is scheduled to take place on _____. 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 of this Notice.-~~
~~You Can Challenge the Calculation of Your Workweeks~~ ~~Written Challenges Must be Submitted by _____~~	~~The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to XYZ's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 4 of this Notice.-~~

<u>You Can Participate in the _____ Final Approval Hearing</u>	<u>The Court's Final Approval Hearing is scheduled to take place on _____. 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 of this Notice.</u>
<u>You Can Challenge the Calculation of Your Workweeks/Pay Periods</u> <u>Written Challenges Must be Submitted by _____</u>	<u>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to KM's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</u>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a ~~an~~ ~~former~~ XYZ KM employee. -The Action accuses XYZKM of violating California labor laws by failing to pay ~~[e.g.,~~ overtime wages, minimum wages, wages due upon termination and reimbursable expenses] and failing to provide ~~[e.g.,~~ meal periods, rest breaks, accurate employment records, and accurate itemized wage statements]. ~~Plaintiff is. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are~~ represented by attorneys in the Action:-

~~_____LIDMAN LAW,
APC; HAINES LAW GROUP, APC; AZADIAN LAW GROUP, PC (“Class Counsel.”)-
XYZ~~

~~KM~~ strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.-

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

So far, the Court has made no determination whether XYZKM or Plaintiff is correct on the merits. -In the meantime, Plaintiff and XYZKM hired

~~☐~~-an experienced, neutral mediator

~~☐~~, and thereafter engaged in a ~~retired judge~~

~~☐~~-_____

daylong arm’s length negotiation regarding the disputed claims, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. -The negotiations were successful.- By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and XYZKM have negotiated a proposed Settlement that is subject to the Court’s Final Approval. - Both sides agree the proposed Settlement is a compromise of disputed claims. -By agreeing to settle, XYZKM does not admit any violations or concede the merit of any claims.-

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: -(1) XYZKM has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members- and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.-

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

XYZ

~~1.~~ KM Will Pay \$ 375,000.00 as the Gross Settlement Amount (Gross Settlement). -

XYZKM has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. -The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, ~~and~~ the Administrator's expenses- and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, XYZKM will fund the Gross Settlement not more than {14} days after the

Judgment entered by the Court become final. -The Judgment will be final on the date the

1. Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.-

2. 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:

A. Up to \$ (~~—~~ %\$ 125,000.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$ 30,000.00 for their litigation expenses. -To date, Class Counsel have worked and incurred expenses on the Action without payment.

Up to \$

B. Up to \$5,000.00 to Plaintiff Rodriguez and \$2,500.00 to Plaintiff Anderson as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. -A Class Representative Award will be the only monies Plaintiff Plaintiffs will receive other than Plaintiff's Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. Up to \$ \$10,000 to the Administrator for services administering the Settlement.

D. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. 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 their Class Period Workweeks.

- ~~2.~~ Taxes Owed on Payments to Class Members. -Plaintiff and ~~XYZKM~~ are asking the Court to approve an allocation of % ~~_____~~ 33% of each Individual Class Payment to taxable wages (“Wage Portion”) and % ~~_____~~ 67% to ~~[e.g., interest, etc.]~~. (“Non-Wage Portion.”). - The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~{Option 1: 3.4. (XYZ(KM will separately pay employer payroll taxes it owes on the Wage Portion.)}~~. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although ~~Plaintiff~~ Plaintiffs and ~~XYZKM~~ have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. -You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- ~~3.~~ 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 don’t cash it by the void date, your check will be automatically cancelled, and the monies

~~☐~~ will be deposited with the California Controller's Unclaimed Property Fund in your name

~~☐ will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).~~

- ~~4.5.~~ If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.-

- ~~5.6.~~ 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 _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ 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 receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against ~~XYZKM~~.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members)

remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against KM based on the PAGA Period facts alleged in the Action.

6.7. 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. Plaintiffs and XYZKM have agreed that, in either case, the Settlement will be void: XYZKM will not pay any money and Class Members will not release any claims against XYZKM.

7.8. Administrator. -The Court has appointed a neutral company, _____ (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. -The Administrator will also decide Class Member Challenges over Workweeks, 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 of this Notice.

8.9. Participating Class Members’ Release. -After the Judgment is final and XYZKM has fully funded the Gross Settlement ~~{Option 1: (and separately paid all employer payroll taxes)}~~, 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 XYZKM 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, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were

alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint ~~and ascertained in the course of the Action~~ ~~including, e.g., “(a) any and all claims involving any alleged for violation of: Labor Code §§ 204, 226.2, 1194, 1194.2 and 1197 (regular and minimum wages); Labor Code §§ 204, 226.2, 510, 558, 1194, 1198 (overtime); Labor Code § 226(a) (failure to pay minimum provide accurate, itemized wage; etc.); statements); Labor Code §§ 226.7, 512, and 558 (failure to provide meal periods); Labor Code §§ 226.2, 226.7, 516, and 558 (failure to provide rest periods); Labor Code §§ 201-203 (final wages and waiting time penalties); and (Unfair Competition Law (“UCL”), Business and Professions Code § 17200, et seq.; penalties under PAGA. Except as set forth in Section 5.3 of the Settlement Agreement,~~ Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.^{viii} ~~–~~

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and KM has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against KM, 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 KM or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action including PAGA penalties premised on violations of Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.3 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 and the IWC Wage Orders.

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 Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.-

-
-

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

2.3. Workweek/Pay Period Challenges. -The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in XYZ's KM's records, are stated in the first page of this Notice. - You have until _____ to challenge the number of Workweeks- and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 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 XYZ's KM's calculation of Workweeks and/or Pay Periods based on XYZ's KM'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. -The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and XYZ's KM's Counsel. -The Administrator's decision is final. -You can't appeal or otherwise challenge its 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 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 _____, _____, 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 _____, _____, or it will be invalid.** -Section 9 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 ~~XYZ~~KM are asking the Court to approve. -At least _____16 days before 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, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. -Upon reasonable request, Class Counsel (whose contact information is in Section 9 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- _____ or the Court's website _____.
_____(url) _____ or the Court's website _____(url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. -**The deadline for sending written objections to the Administrator is _____.** 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 _____ and include your name, current address,-

telephone number, and approximate dates of employment for ~~[XYZ]KM~~ and sign the objection. -Section 9 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 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.-

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department ~~[7]~~17 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 making a decision. -You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (~~https://www.lacourt.org/lacc/-~~ <https://www.lacourt.org/lacc/>). 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 _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.-

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything ~~XYZKM~~ and Plaintiff have promised to do under the proposed Settlement. -The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) 's website at _____. _____ (url) . You can also telephone or send an email to Class Counsel or 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~~)(<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. _____. 23STCV25789

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.-

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

Class Counsel:

Name of Attorney:

Scott Lidman

Email Address:

slidman@lidmanlaw.com

Name of Firm:

LIDMAN LAW, APC

Mailing Address:

2155 Campus
Drive, Suite 150
El Segundo,
California 90245
Telephone: (424)
322-4772
Settlement Administrator:-

Name of ~~Company~~:-
Attorney: Paul K. Haines Email Address:
phaines@haineslawgroup.com
Name of Firm:
HAINES LAW
GROUP, APC
Mailing Address:
2155 Campus
Drive, Suite 180
El Segundo, California 90245
Telephone: (424)
292-2350

Name of Attorney:
George S. Azadian
Email Address:
george@azadianlaw
group.com
Name of Firm:
AZADIAN LAW
GROUP, PC
Mailing Address:
707 Foothill Blvd.,
Suite 200
La Canada
Flintridge,
California 91011
Telephone: (626)
449-4944

Settlement Administrator:
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:-

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. -If your check is already void -you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

~~☐ you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds.~~

~~☐ you will have no way to recover the money.~~

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.—

~~ⁱ _____ This Model Class Action Settlement Agreement has been approved by the Court, the Complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It is for settlements of single plaintiff wage and hour actions asserting class claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class and PAGA Action Settlement Agreement and Class Notice. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.—~~

~~ⁱⁱ _____ Whether the “date of preliminary approval” yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties’ *Kullar* analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount “represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation.” (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 94–95, internal quotation marks omitted.)ⁱⁱⁱ The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.—~~

~~^{iv} _____ The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.—~~

~~^v _____ Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code Section 226(a) claim.)—~~

~~^{vi} _____ Insert negotiated terms, if any, addressing the possibility that XYZ’s estimates of class size and/or Workweeks turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an “escalator” clause memorializing XYZ’s promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated class size and/or Workweeks exceeds XYZ’s estimates.^{vii} Releases in Notice should track the releases in the Settlement Agreement.—~~

| ~~(Hogue 6.16.22)~~

EXHIBIT 3

EXHIBIT 3



George Azadian <george@azadianlawgroup.com>

Thank you for your Proposed Settlement Submission

1 message

no-reply@formassembly.com <no-reply@formassembly.com>
To: george@azadianlawgroup.com

Thu, Oct 23, 2025 at 10:10 AM

10/23/2025 10:10:39 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/23/2025 10:10:39 AM your Proposed Settlement was successfully processed for case number LWDA-CM-984329-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm